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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

September 27, 2018
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 7:00 p.m.)

2 MAYOR HUBBARD: Okay. I call the meeting to
3 order. Pledge to the Flag.

4 (All stood for the Pledge of Allegiance.)

5 MAYOR HUBBARD: Please remain standing for a
6 moment of silence for Walter J. Belz, Mary Louise
7 "Penny" Coyle, Nicholas William Durka, Richard
8 Fiedler, William H. Price, Teresa Schiavoni and
9 Ellen Young.

10 (All remained standing for a Moment of
11 Silence.)

12 MAYOR HUBBARD: Thank you. You may be
13 seated. Okay. I've got a few announcements.

14 The Homecoming Parade will take place on
15 September 28th. That's 5:30 tomorrow, starting at
16 Adams Street and going up to the school.
17 Anybody's who's got time to go and root on our
18 Porters, they'd be more than welcome.

19 Village Offices will be closed on
20 October 8th in observance of Columbus Day.

21 The Halloween Parade is scheduled for
22 October 27th.

23 The Cold Spring Harbor Band, featuring the
24 music of Billy Joel, will be held at the High
25 School Auditorium from 7:30 to 9:30 on

1 October 27th, as a fundraiser for the miniature
2 railroad. The miniature railroad, the rotary club
3 has been doing a really good job raising funds and
4 doing fundraisers for this, for the mini railroad
5 that we hope to have in place for next year. So
6 anybody who wants to come and support, even if you
7 can't go, you could, you know, make a donation,
8 whatever, help out with that, that would be
9 greatly appreciated.

10 One thing that's not on the agenda, just to
11 let everybody know, we had the closing today on
12 415 Sixth Street, which is the property next to
13 our road barn on Sixth Street. The Village
14 purchased that to expand our road barn, and also
15 to get the Village workers' trucks off the road
16 and make a safe environment for our road crew.
17 We've been talking about this for the past four or
18 five months. We went through the bonding, we went
19 through the procedure, and the closing was today.

20 So I thank everybody that worked on that,
21 and we are now in possession of the property,
22 which was the Dinizio Family property next to the
23 road barn. And we're going to start working down
24 there and cleaning up our property along with
25 that, and expanding the road barn. So I just want

1 to let everybody know about that.

2 We have no liquor license applications.

3 We have a presentation on water conservation
4 from Glynis Berry, so I'll turn it over to Glynis
5 Berry now.

6 MS. BERRY: Thank you very much for allowing
7 me to address the Board, I appreciate it.

8 I know it's a strange topic when we've had
9 such a wet season, but, actually, our use of water
10 in the Town of Southold is unsustainable right
11 now. Peconic Green Growth completed a study that
12 it did with funding from the Long Island Community
13 Foundation and we were rather surprised by the
14 results.

15 Our fresh water source are isolated pockets
16 in the Upper Glacial Aquifer, so they're kind of
17 in segments and they're floating on saltwater. So
18 when you pull it out, if you pull too much, it can
19 shrink, and it's sometimes harder to regain that
20 shape. So it's not like a bucket that just
21 empties and then refills.

22 The high peaks create a stress, and because
23 of our tourist industry, we tend to stress it in
24 summer. In fact, Greenport, 55 -- 56% of their
25 water consumption is in the summer months. So

1 that stress basically demands more water use just
2 when the rainfall is less and the
3 evapotranspiration rates are higher.

4 And, also, on top of that, our groundwater
5 moves. It moves 10 feet horizontally for one foot
6 that it goes down. So, again, it's not something
7 that, you know, we have a great year of rain, all
8 of it isn't going to be retained, some of it's
9 going to be traveling.

10 Unfortunately, for the properties in
11 Greenport, everybody connected to the sewage
12 treatment plant, 100% of their water is lost, so
13 it's not being recharged to the aquifer, it's
14 going out into the Sound. And we're also very
15 vulnerable to saltwater intrusion. So if we pump
16 too much, we can pull in the saltwater and
17 contaminate our water source.

18 So this peaking is a big issue. In fact,
19 there was a report done by CDM Smith, and they
20 said if we don't reduce the peaking factor to
21 three, and for the Town it's 4.6, and I think it's
22 higher in Greenport, that we risk losing 40 feet
23 of our aquifer by 2030.

24 And I did a calculation on trying to figure
25 out how much water we're using now compared to

1 what they projected the use would be in 2030, and
2 we're already 24% more, so I think we're in
3 trouble.

4 And I gave you to share a look at contour
5 maps between of -- groundwater between 2010 and
6 2016, and 2016 was a dry year, so there'll be, you
7 know, some shrinkage. But we lost the contours in
8 Orient and Greenport and East Marion. And before,
9 on the earlier, we had 5-foot contours. So we're
10 very fragile and we need to start conserving water
11 more aggressively.

12 And in your handout, there's also a chart
13 that shows the different periods for the Town of
14 Southold, and the summer weekend is, of course,
15 the worst time.

16 So I took a quick look at Greenport's
17 numbers. The problem is I only had your bulk
18 usage, I don't have it broken down. For the rest
19 of the town, I had individual data from Suffolk
20 County Water Authority and analyzed every use.
21 For Greenport, it was just one figure, a wholesale
22 figure. So, basically, you've used 88.7 million
23 gallons, and that represented close to 8% of
24 Suffolk County Water Authority used in the Town of
25 Southold. But if you take people, consideration

1 of people on wells, it might be closer to 4%.
2 Because you're so dense, the use per acre is
3 basically double that, but per capita, you're in
4 the right range. So because you're such a dense
5 community, it does have more of an impact on your
6 environment.

7 And I took a look. There was a wonderful
8 1964 study, and I took the methodology, and they
9 recommend not using more than 30% of recharge, so
10 the rainwater that actually gets down into the
11 ground. And for the Greenport, East Marion, so it
12 includes, you know, the town part of Greenport and
13 East Marion and the Village, and looked at the
14 aquifer serving that population, and the
15 withdrawal rate, the recommended rate was
16 basically 258 million max, but actually what was
17 drawn was 395. So this area of the Town is
18 pumping more water than can be supplied by the
19 local aquifer, so it requires bringing water in.

20 So the goals for water conservation are,
21 therefore, much higher in Greenport than they are
22 in the rest of the town, and also in the rest of
23 the -- of Long Island. DEC wants everybody to
24 reduce their usage by 15%. For the town, we
25 calculated 33%. And for you, it should be more

1 like 45 to 50%. And if you're going to
2 accommodate for future growth, you really need to
3 get a handle on this.

4 So just looking at some of our figures, the
5 residential average summer use was 559 gallons per
6 day for single family homes, and that's 2.4 times
7 the national average, but the median was 247. So
8 that means, you know, you're getting extremes in
9 use.

10 We also looked at value of home, because
11 we're trying to get a sense of size, and that was
12 the only data point we had. And when we looked at
13 that, the average per day was 253 for homes worth
14 332,000 and less, but over 2,511 for homes worth
15 more than two million. So we did see a
16 correlation between size and value and water use.

17 So I'm here to ask a few things. My main
18 goal is to ask that the Village would be willing
19 to share actual consumption data per customer with
20 me, so that I can do the same kind of analysis for
21 Greenport that I did for the whole town. And I've
22 applied for another grant where I'm going to
23 refocus on the other users, other than single
24 family home. So Greenport would be perfect for
25 that, looking at all the, you know, different

1 commercial uses.

2 So -- and I can go into more detail if you
3 say yes on format and that, but that is one of my
4 main asks, that you'd be willing to share that.
5 And it's confidential, it's just the results, and
6 I don't expose individual data. But I do use the
7 data to reach out to people to see if they'd be
8 interested in taking steps to help conserve.

9 Another thing is to help to educate your
10 populous. There are a number of efforts going on.
11 LICAP, the Long Island Commission on Aquifer
12 Protection, has an education subcommittee, which
13 I'm on, and we're working to develop some shared
14 materials. And, also, we applied for a grant with
15 the Town of Southold, and part of that is public
16 outreach. So when we develop these materials, I'm
17 asking that you would help to disseminate it.

18 You might want to consider looking at your
19 own facilities, and if there are opportunities to
20 upgrade your own systems as sort of leading by
21 example, and the Town is doing that right now.
22 They've applied for funding and they've put a
23 budget line in for next year to do that, so I'm
24 hoping that you'd consider the same thing.

25 And another thing is to consider

1 supplementing the Suffolk County Water Authority
2 Incentive Program, because it does not really
3 include items that would have a huge impact in
4 Greenport such as toilets. And, also, their
5 rebate is very minor compared to other communities
6 across the country. So you might want to consider
7 taking 25 to 50,000 and putting it into a
8 supplementary incentive program for your
9 residents.

10 I think you both have older housing stock,
11 and there's a huge difference in water usage with
12 some of the older fixtures. So if we can get
13 those old toilets taken out and go to EPA
14 WaterSense fixtures, you'll save a lot of water.

15 Another is to introduce tiered pricing for
16 water consumption, where you kind of give a
17 benefit to the people who are really conserving,
18 and then you have different tiers based on their
19 usage. And maybe some of that extra money from
20 the high consumers could go to funding incentives
21 on an ongoing basis. So that might be something
22 to consider. So the pricing itself would act as
23 an incentive, and then that funding could be used
24 to supplement a program.

25 I know it's a hard sell, because you think,

1 oh, I'm making so much money based on the
2 metering, and some of the income will be less, but
3 it's also a good investment, because you're
4 reducing your need. And right now, you're having
5 to import water. And if we start contaminating
6 our water supply, it's going to be more expensive
7 to provide that water. So by reducing that
8 demand, you're looking for a more sustainable
9 future.

10 Another thing to consider is requiring EPA
11 WaterSense fixtures. And if people have
12 irrigation systems, smart controllers in your
13 Building Department for any permits.

14 And, finally, one of the most exciting
15 things to think about is taking your sewage
16 treatment plant, upgrading it for reuse, and
17 looking for opportunities. And John Severini has
18 been talking to the golf course. I was at a
19 presentation at Peconic landing. They said they'd
20 be interested for their irrigation, because
21 they're using wells for irrigation. And there are
22 water trucks that are filling up here and taking
23 water for irrigation to Shelter Island, so you
24 could maybe even sell or give away water, and that
25 would actually help your permit with DEC.

1 And as a last resort, look at injection
2 wells, so that some of the water is feeding the
3 aquifer, instead of going out to the Sound, so
4 that we're not just depleting the local aquifer.

5 So those are my requests. I hope you will
6 consider all of these, and I'm happy to work with
7 you on any of these items to help it be realized.

8 MAYOR HUBBARD: Okay. I would discuss that
9 with Paul Pallas, our Village Administrator, of
10 the billing and the other information. See what
11 we can work out, if we can get you some other
12 information you can work on.

13 MS. BERRY: Okay. And there is a tour of
14 the sewage treatment plant in Riverhead October
15 15th at 1:30. And they treat their water and
16 reuse it for irrigation in the golf course. So
17 it's to get a sense of what's needed and the
18 impact.

19 MAYOR HUBBARD: Okay. Thank you very much.

20 Okay. We've got three public hearings this
21 evening. The first is a *Wetlands Permit*
22 *Application of North Ferry to connect and*
23 *stabilize two independent finger piers at the*
24 *ferry terminal*. The public hearing has been
25 noticed and all. I'll ask, if anybody wants to

1 comment on the public hearing, to come up, state
2 your name, address. And, also, to give -- the CAC
3 is going to give their recommendation on it, so
4 come up.

5 MR. SALADINO: Do you want us to wait?

6 MAYOR HUBBARD: No. Go ahead, Mr. Saladino.

7 MR. SALADINO: My name is John Saladino, and
8 I'm a member of the CAC, the Conservation Advisory
9 Council. Normally, our member, Liz Smith, would
10 give this report, but she's not here this evening.

11 The Conservation Advisory Council recommends
12 approval of the wetlands permit application with
13 the following conditions:

14 Determine the permit should be two years.

15 An installation agreeable to the Village of
16 a guardrail along the south end of the bulkhead.
17 We discussed that with Mr. Pallas, he has the
18 particulars. It doesn't seem to be a problem with
19 the applicant.

20 AUDIENCE MEMBER: Microphone.

21 AUDIENCE MEMBER: We can't hear you.

22 MR. SALADINO: Sorry. Although it is our
23 understanding that the New York State Department
24 of Environmental Conservation has required the
25 North Ferry to perform remediation as a trade-off

1 for the fill activities associated with this
2 permit, the location of the remediation is not
3 within the village. Therefore, we recommend that
4 the North Ferry be required to perform remediation
5 activities within the village, specifically
6 removal of trees within Moore's drain, or pathways
7 within Moore's Woods. And we thought that the
8 Village Board and the applicant could work out an
9 agreeable time.

10 And prior to construction, we would
11 recommend identification of any source of any fill
12 used for the project.

13 In addition to the above permit conditions,
14 the CAC recommends responses to the Environmental
15 Assessment Form Part 2 as follows:

16 Questions 1 through 8, 10 and 11, the answer
17 to be no. Question 9, moderate as it applies to
18 the fill. And the mitigation for the response to
19 questions 9 is the recommended work in the third
20 bullet point above.

21 The CAC further advises the Board of
22 Trustees that there may be increased shoaling as a
23 result of the changes to the bulkhead.

24 That's all we have.

25 MAYOR HUBBARD: Okay.

1 MR. SALADINO: Thank you.

2 MAYOR HUBBARD: Thank you for your work on
3 that.

4 Is there anybody from the public that wishes
5 to make comment on this public hearing? Go ahead.
6 Name and address. And could you please just spell
7 your name for the transcriptionist?

8 MS. LAGUDIS: Sure.

9 MAYOR HUBBARD: Last name.

10 MS. LAGUDIS: Hi. Good evening. I'm Stella
11 Lagudis, and I'm a -- I live at 760 The Strand in
12 East Marion. I am representing North Ferry
13 tonight. And John Costello is also here from
14 Costello Marine, and he would be our contracting
15 partner in this project.

16 So thanks for considering the application.
17 The bulkhead is in serious need of repair. We've
18 been working on this with you for quite awhile,
19 we've gotten all the paperwork in place.

20 What I will say is that just in response to
21 the conditions that were just read, generally
22 speaking, we don't have issue with those
23 conditions. You know, we need to ferret out a
24 little bit more of the details around them, but in
25 concept, we're fine with them.

1 So, at this point, John and I would be happy
2 to answer any questions that someone might have.

3 MAYOR HUBBARD: Okay. Any questions on the
4 Board?

5 TRUSTEE MARTILOTTA: No.

6 MAYOR HUBBARD: No?

7 TRUSTEE MARTILOTTA: It's straightforward.

8 MAYOR HUBBARD: Okay.

9 MS. LAGUDIS: Okay. Thank you very much.

10 MAYOR HUBBARD: All right. Thank you. Are
11 there any other comments on this public hearing?
12 John.

13 MR. COSTELLO: I'd just like to make a
14 couple of comments. The shoaling -- sorry. I'll
15 get to the microphone first. Some of the comments
16 made by the CAC --

17 MAYOR HUBBARD: All right. Could you just
18 give your name and address for --

19 MR. COSTELLO: All right. My name is John
20 A. Costello. I'm with Costello Marine
21 Contracting.

22 MAYOR HUBBARD: Okay.

23 MR. COSTELLO: And I'm the president of the
24 company. And some of the comments and the
25 recommendations of the CAC are legitimate, and I

1 could go right down the list.

2 The guardrail, they requested that review.
3 I've reviewed it with Paul Pallas over a period of
4 time, some of the guardrail. It's a safety issue,
5 and I'm sure that the ferry company is more
6 concerned with safety as anybody, because, you
7 know, they have a lot of traffic going across
8 there, and they're quite concerned about that.

9 The other thing, one of the last things they
10 mentioned was the shoaling, and they wanted to
11 know about the fill. The majority of the fill,
12 probably 90% of the fill is coming right out of
13 the water right in front of the bulkhead. The
14 bulkheads are leaking. There's shoaling up the
15 area immediately in front. And that fill is in
16 the water now, and it will be returned behind the
17 bulkhead and retained there.

18 There may be a few extra yards of fill, and
19 we'll buy the fill from a up -- landfill source,
20 clean fill, so there's not any degree of pollution
21 in it. Okay? That's -- those concerns, we can --
22 I'm sure we can address, and that's the way it
23 will be approached.

24 And as far as the remediation for the
25 Village, I think any degree of logical remediation

1 that the Village needs, particularly to make
2 themselves safer, I think the ferry company would
3 persist and work in that direction. Thank you.

4 MAYOR HUBBARD: Thank you. Okay. Any other
5 comments on this public hearing?

6 (No Response)

7 MAYOR HUBBARD: Okay. I'll entertain a
8 motion to close the public hearing, and we'll
9 discuss it next month.

10 TRUSTEE PHILLIPS: Second.

11 TRUSTEE ROBINS: Second.

12 MAYOR HUBBARD: Second. 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. Thank you.

21 MR. COSTELLO: Thank you.

22 MAYOR HUBBARD: Okay. The second public
23 hearing is: *Proposed amendment to Village Code*
24 *Chapter 132 (Vehicles and Traffic), Article 47,*
25 *Schedule IX (Crosswalks) of the Village of*

1 *Greenport Code, to add a crosswalk on Main Street*
2 *between Monse11 Place and Bridge Street.*

3 Public notice has been posted. I'll open it
4 up to anybody from the public that would like to
5 comment on this. Your name and address for the
6 record.

7 (No Response)

8 TRUSTEE MARTILOTTA: All right.

9 MAYOR HUBBARD: Okay. Trustee Phillips, do
10 you want to say anything? This is something that
11 you were championing.

12 TRUSTEE PHILLIPS: The reason I'm suggesting
13 it is that that is a stretch of roadway, when you
14 go from Holy Trinity to Main Street, to the end of
15 Main -- Main Street, there is no crosswalk to get
16 across from Monsell, Bridge Street. So part of it
17 was to hopefully slow down the traffic a little
18 bit, but also to help people get across from their
19 neighbors to neighbors, because I've noticed that
20 everyone has to do a long distance. And one day I
21 watched the postman trying to cross the street,
22 and it was a little difficult for him, cars
23 weren't stopping. So that's the reason why I've
24 suggested it.

25 MAYOR HUBBARD: Okay, that's fine. Any

1 other comments?

2 (No Response)

3 MAYOR HUBBARD: Okay. I'll offer a motion
4 to close the public hearing.

5 TRUSTEE MARTILOTTA: Second.

6 TRUSTEE ROBERTS: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE MARTILOTTA: Aye.

9 TRUSTEE PHILLIPS: Aye.

10 TRUSTEE ROBERTS: Aye.

11 TRUSTEE ROBINS: Aye.

12 MAYOR HUBBARD: Aye.

13 Opposed?

14 (No Response)

15 MAYOR HUBBARD: Motion carried. We'll
16 discuss that at our work session next month.

17 All right. The last public hearing, which
18 I'm sure that's the topic that we've got almost
19 everybody here for, which is great. Great to see
20 a lot of people here to get input back to us.

21 TRUSTEE MARTILOTTA: Absolutely.

22 MAYOR HUBBARD: *Proposed amendment to*
23 *Village Code Chapter 103 (Rental Properties) and*
24 *Chapter 150 (Zoning) of the Village of Greenport*
25 *Code, to create regulations regarding the*

1 *transient or short-term rental of residential*
2 *properties and units.*

3 This has been talked about for over six
4 years. We've gone between Code Committee, which
5 was members of the Zoning Board, Planning Board,
6 Historic Preservation, along with two
7 representatives of the Village Board, with the
8 public. It's gone back and forth for a long time.

9 We've had proposals before. We had one back
10 in July. I believe we had the public hearing on
11 it, we had a lot of comments on it. We kind of
12 changed some things, refined some stuff. This is
13 the proposal we have right now. We're here to
14 listen to everybody's comments on it.

15 Just a couple of things. We've got a lot of
16 people here. If we could limit the time to five
17 minutes per person so that everybody can be heard,
18 you know. And comments are directed to the
19 Village Board.

20 TRUSTEE MARTILOTTA: Please.

21 MAYOR HUBBARD: Not to each other in the
22 public. Last time we had some people arguing back
23 and forth between public, and B&Bs, and short-term
24 rentals and village residents. Address the
25 comments to us at the table. We'll listen to

1 everything you have to say. No matter how long it
2 takes, everybody will have their time to be heard.

3 Just your name and address for the record,
4 and for the transcriptionist, if you could just
5 spell your last name, so she gets your name
6 correct in the record. And that's it. So who
7 wants to be first?

8 MS. MOORE: I can go.

9 MAYOR HUBBARD: Go right ahead.

10 TRUSTEE MARTILOTTA: Here we go.

11 MS. MOORE: Here we go. Good evening.

12 Sorry. Good evening. Patricia Moore. I'm an
13 Attorney in Southold. I've been retained by
14 several homeowners that asked me to review the law
15 and give my opinion, and also to express my
16 opinion to this Board. So I thank you for the
17 opportunity to speak to you.

18 I want to begin by saying that the fact that
19 you have been careful in adoption of such a law
20 over the past six years, I commend you, because
21 what actually I've seen in the past six years, to
22 an extent is part of the economy, but also the
23 fact that the village has -- is in a renaissance,
24 I think, okay?

25 This village has emphasized family-friendly

1 entertainment, music, the park, the Marina, the
2 Carousel. I really commend you, and I know it
3 doesn't happen in a vacuum, and I really -- and,
4 honestly, I think that the fact that you've taken
5 this long to consider whether an adoption of this
6 law is appropriate speaks for itself.

7 To begin with, you have gotten comments in
8 the past, and I know it's been frustration, and I
9 know it's been -- I've reviewed the prior law,
10 I've reviewed this law, and I would say that,
11 certainly, this law is pretty straightforward.
12 However, and there's always the "however", it's
13 very clear that through the six years of comments,
14 that you've -- you've deemed that short-term
15 rental is not considered an illegal use. It is
16 presently a zoning permitted use. And the fact
17 that that has been the position of this Board
18 means that those that have undertaken to invest in
19 properties and maintain properties, reinvest in
20 this village and operate short-term rentals, that
21 they've -- they've invested with you. But now, as
22 a zoning use, they should be grandfathered.

23 It's always -- it's like even labor,
24 employees, you always look to the new guy to be
25 punished in the sense that the old law applies to

1 the existing, and then the new law comes in and
2 hurts everyone else.

3 I would suggest that you don't need this
4 law. I don't think the fact that you have
5 Southold that adopted this law, and other
6 municipalities adopted this law, that it was right
7 to do right from the beginning.

8 From the conversations that I've had over
9 the past two years with Southold residents and
10 Southold businesses, they have been hurt by it.
11 It has definitely affected the restaurants, the
12 retail shops, the real estate, the transfers.
13 There was -- for those homes that were doing
14 short-term rental and it suddenly became illegal,
15 they were forced to sell. And these were people
16 that had bought with the hope that eventually they
17 could retire in the community, or they were family
18 homes that they could not afford to carry without
19 the source of income. They were not residents in
20 the town, but they invest in the town, they were
21 property owners in the town, and the short-term
22 rental adoption in the Town of Southold has been a
23 negative effect.

24 There's always two sides, and I understand
25 the conflict. There were issues with respect to

1 whether or not using -- taking the inventory of
2 rentals was somehow affecting the rental -- the
3 availability of rentals in the community. The
4 fact is that it does not, because those people
5 that invest or buy a home tend to not want to rent
6 it. They may use it, they may want to rent it a
7 couple of weekends or throughout the summer, but
8 they will come and use their home in the fall and
9 in the winter months. So it is not a property
10 that would be put into some type of a rental pool.
11 So the same occurs here in the village.

12 I see that you did define owner occupancy,
13 and I would -- the definition, as I read it, and I
14 compared it to the owner-occupied definition in
15 other codes, you accept the fact that a second --
16 a second homeowner, a homeowner of a second home,
17 okay, can do this, that they don't -- excuse me.
18 That the owner does not have to, when it has --
19 when you refer to owner occupancy, you don't refer
20 to the individual who resides in the house, and
21 that's the only person that can do short-term
22 rentals. So I see that specifically. If you
23 didn't intend to write that in, that's what the
24 code says, the owner occupancy.

25 And I was watching the work session and

1 there was some discussion about that, and it was
2 acknowledged that, no, owner occupancy has not
3 been defined. And by that, it means that if I am
4 an owner of one of -- of a house in Greenport and
5 I use my house some of the time, but I want to do
6 short-term rental other periods of time, it is
7 available to me, and that's the way it's been
8 written. And I hope that if you are insistent on
9 approving such a thing, that you leave that in,
10 you don't force people to be the actual homeowner
11 living in the house in order to rent either the
12 two-family or the residence.

13 What I do find interesting is the fact that
14 you've allowed for the rental of part of the
15 single-family dwelling. An owner-occupied rental
16 of a single-family dwelling is called a B&B. I
17 don't understand. You know, I have B&B clients,
18 and the process to get a B&B approval, you make
19 them go through all these hurdles. You limit them
20 to three rooms. The law allows, the State Law
21 allows up to five rooms, but the short-term rental
22 says that it's permitted.

23 So I think you're going to find a conflict
24 in B&B operators and homeowners and say, "Well,
25 which process do I have to go through?" And that

1 was something that Southold experienced, because
2 they used the same terminology, the
3 owner-occupied, to rent their -- a room, or two
4 rooms, or three rooms. However number of rooms
5 that they want to rent under short-term rental,
6 that that was -- that they felt in Southold that
7 because of that definition, that you could live in
8 the house and still rent under short-term rental.
9 So that created all kinds of conflicts and
10 problems and code violations, when, truly, it was
11 written in the code that way.

12 I don't -- again, for the benefit of my
13 clients who bought in the Village of Greenport,
14 they are not in favor of limiting short-term
15 rental. It's worked, it's worked beautifully. It
16 really has been an -- and, again, I understand the
17 conflict between the business community and how
18 short-term rental supports the village, but you
19 have a very small village, and essentially every
20 residence in the village is a walking distance to
21 the downtown. So there is -- it's not isolated
22 residential neighborhoods that are far away from
23 the heart of the village.

24 I think that the strength of your village
25 commercial district benefits the residences. The

1 residences have increased in value tremendously,
2 because people can walk, can walk to get their
3 bread, their -- an ice cream, whatever may be, or
4 come to the park and listen to music.

5 So you have a unique gem of a village, and I
6 know you know that, because you all sit on the
7 Board for the purchase. This short-term rental
8 law is completely unnecessary, and I think it will
9 be really more of a detriment than a benefit.

10 My clients also --

11 MAYOR HUBBARD: Okay.

12 TRUSTEE ROBERTS: Yeah.

13 MS. MOORE: I'm going to wrap up very
14 quickly.

15 MAYOR HUBBARD: Okay.

16 MS. MOORE: But they did do some financial
17 analysis of this. And with respect to homes that
18 have been doing short-term rentals, there are
19 about 30 homes in the village. Conservatively,
20 from literature, about \$2 million is generated
21 into the local economy per year. Surprising, but
22 that's -- and that's based on 37% occupancy, and
23 that's also based on a three bedroom house. So
24 approximately six people that come and spend \$100
25 a day when they come and enjoy the short-term

1 rental.

2 TRUSTEE ROBERTS: Ms. Moore, are you going
3 to provide us that study?

4 MS. MOORE: I can get a copy of it. I --

5 TRUSTEE ROBERTS: What was the research
6 methodology?

7 MS. MOORE: I don't -- this came from the
8 client, and I can ask --

9 TRUSTEE ROBERTS: Okay.

10 MS. MOORE: -- where the literature came
11 from, and I will get a copy of it and submit it to
12 you.

13 TRUSTEE ROBERTS: That would be great.

14 MS. MOORE: Yeah.

15 TRUSTEE ROBERTS: And are we allowed to ask
16 who the client is? Is that allowed?

17 MS. MOORE: Well, there's several, so I
18 don't have the whole list.

19 TRUSTEE ROBERTS: Okay. And they're all
20 Greenport Village homeowners?

21 MS. MOORE: Oh, yes, yes.

22 TRUSTEE ROBERTS: Okay.

23 MS. MOORE: They wouldn't be here if they
24 weren't village homeowners, yeah.

25 TRUSTEE ROBERTS: Okay.

1 MAYOR HUBBARD: Thank you.

2 MS. MOORE: I'm sure there are lots of other
3 comments, and I know you're limited to your five
4 minutes. I will step down, but --

5 AUDIENCE MEMBER: You took 15.

6 MS. MOORE: Thank you. Okay. Thank you.

7 MAYOR HUBBARD: All right. Thank you.

8 TRUSTEE ROBERTS: Mr. Mayor, I have an idea.
9 I made a little sign that says two minutes, then
10 one that says 30 seconds, to tell people that
11 their time's up. Do you want me to do that?

12 AUDIENCE MEMBER: Yeah, we should listen to
13 Trustee Roberts.

14 MAYOR HUBBARD: Okay.

15 TRUSTEE ROBERTS: Is that all right?

16 MAYOR HUBBARD: Yeah.

17 MR. RATSEY: Hi. My name is Colin Ratsey, I
18 live at 413 Wiggins Street.

19 I think we should let them rent everything.
20 You know, we'll just get rid of the Fire
21 Department, we'll pay the Fire Department. You
22 know, we'll have a paid Fire Department, we'll
23 have everything.

24 If you look at Montauk and everywhere else
25 that I don't work anymore, and I only work here, I

1 go 14 miles from my house and no further, it's
2 getting ridiculous. My -- everybody, even the
3 people I work for that own restaurants don't want
4 the Airbnbs.

5 Here's the situation, and I -- if I look in
6 this room and I ask how many people are allowed to
7 vote in the Village of Greenport right now, the
8 hands aren't very much, and I know that, and
9 that's the problem. So let me explain to you what
10 the town's about.

11 I came here a long time ago to raise my
12 family --

13 TRUSTEE PHILLIPS: Colin. Colin.

14 MR. RATSEY: -- to bring my -- hold on. To
15 raise my family.

16 TRUSTEE PHILLIPS: To us, to us.

17 MAYOR HUBBARD: You're addressing us, not
18 everybody else.

19 MR. RATSEY: I'm sorry. So I came here to
20 raise my family.

21 MAYOR HUBBARD: Address the Board, please.

22 MR. RATSEY: All right?

23 MS. BALZARETTI: He must be talking to me.

24 MR. RATSEY: When I came, when I came here
25 to raise my family, I wanted to have a better

1 place for my family. So when I came here, I had
2 the same attitude as a lot of people. I wanted to
3 change Greenport, I wanted to do a lot of things.
4 Mayor, it was your father, George Costello, a
5 bunch of other people that made me change my
6 attitude, Bob White.

7 I went to Bob White's hardware store and my
8 wife had to sit there for 45 minutes to pay a \$500
9 bill, because she wasn't a local. I mean,
10 that's -- it didn't work. You didn't complain
11 about leaf-blowers on the side of the road. You
12 respected the people in the town and you worked to
13 help the town.

14 We have a lot of good people that have
15 worked into this town to make it. But we've had a
16 lot of people complain about the fishing boats,
17 the lights are on, the noise. One customer asked
18 me, "What's that thing out in the middle of my
19 lawn?" I said, "Ma'am, when I leave, hopefully it
20 will rain so they'll turn off the irrigation pump,
21 because that goes to the farm." So the people
22 come here, I see it all the time.

23 The IGA is going down in numbers. All the
24 places that we need to sustain the town are going
25 down in the numbers. We don't have anybody in the

1 Fire Department joining. East Marion has nobody
2 in their Fire Department. They can't even find
3 members, okay?

4 So the reason I came here is to make the
5 town better, okay? As you know, I've donated a
6 lot of time. The problem with the town is we're
7 losing the kids. I've said this. I spent hours
8 and hours doing that Legion Hall, okay? It cost
9 us about \$800,000 and I don't know how many hours.
10 I mean, my wife yelled at me because I'm never
11 even home for dinner. I got a heat lamp for my
12 dinner to sit underneath. I ate pizza more in the
13 next eight years than I've ever eaten in my life.
14 But that's what it's for, it's for the kids.

15 They just closed the Catholic school. The
16 public school is down a tremendous amount. If we
17 don't have the kids, we're not going to have the
18 town, okay?

19 We've saved all this parkland. We need to
20 do stuff like make a bike path. I talked to
21 Southold Town. I've been to -- I own a motor
22 home. I go away in my motor home. I go to these
23 places that have bike towns. The two communities
24 move together to work together. We've almost lost
25 Southold Town. Feather Hill just for the third

1 time in the last 29 years has finally started to
2 turn around. We need a bike path going there.
3 That's what we need for the town. We don't need
4 to do it.

5 If somebody wants to rent their house, let
6 them put somebody in the house that rents it, that
7 polices the house. Let them be the owner. You
8 can't have two-family house with two people
9 renting it with one party upstairs and one party
10 downstairs. I mean, I have a neighbor that rents
11 her house, they do a pretty good job, but I'm not
12 worried about them. I'm worried about the other
13 people on Bay Avenue and other places that I've
14 gone that's just a party all night long. It's
15 getting out of control.

16 And the other thing is there's no one here
17 to work. Our workers, I had to buy a house to
18 stick employees in. It's ridiculous that people
19 can't rent the houses. We need to have the
20 community. Whatever we put into the community we
21 get back from the community. But if we don't put
22 something into the community, we're not going to
23 get anything back. And I'm telling you we need
24 kids, kids, it's not rentals.

25 MAYOR HUBBARD: Thank you. Your next.

1 MR. FLOTTERON: Hey. My name is Joe
2 Flotteron. I live on 127 Sterling Avenue. I'm
3 the kids he was just talking about and I moved
4 here, so it seemed like a good kind of flow.

5 MS. BALZARETTI: Segue, segue.

6 MR. FLOTTERON: Yeah, it seemed like a
7 logical segue. I haven't really picked my side on
8 this issue yet, I came to listen tonight, but just
9 to kind of play devil's advocate to what he was
10 talking about.

11 I own a company called Peconic Water Sports
12 here. We do like seasonal water sports, rentals,
13 charters, kids camps, stuff like that. I couldn't
14 have lived here six years ago. I moved here six
15 years ago, I lived in a boat on a dock in
16 Greenport, and I live in the village now. The
17 economy that exists out here and the money that
18 comes in the summertime and how that works, and
19 Airbnb has been a substantial portion of that. I
20 talk to, you know, dozens of customers a day,
21 thousands of customers a summer all year long,
22 where are they staying. Everybody is staying in
23 Greenport. Everybody wants to stay in a rental
24 house, and it's bringing -- you know, it allows
25 people like me to move out here and make my

1 living. This is -- all of the old industries and
2 the ways that things used to be, and the fishing
3 and commercial marine, all the stuff is drying up.
4 I can't get into those businesses because they're
5 dying, but this does work and this does allow me
6 to be out there. And it's not just me, it's my
7 brother, it's my girlfriend, it's Verona, who's
8 here from Nicaragua. I have 30 employees in the
9 summertime that bring out here. I do have to
10 house them, just like he does. It's a huge pain
11 to do it, but we are -- like there are people that
12 are moving out here, there are young people that
13 are here that are doing it, and the Airbnbs and
14 the new economy that's forming out here is what
15 keeps us here and makes it work. If that goes
16 away and it dries up, you know, I have to go move
17 to the city, or whatever, like everybody else.

18 So it's just there's -- like she was saying
19 before, there's two sides to all of this, and this
20 is a really heavy decision, whichever you decide
21 on, and I haven't decided for myself. I Airbnb'd
22 my house last year while it was on the market. It
23 worked really well, it was a good option to have.
24 But whatever you decide, it's going to have a
25 really big impact on a lot of people's lives.

1 A lot of people work cleaning the Airbnbs
2 and managing the Airbnbs. It's not all outside
3 investors, it's people who do live here. And
4 whichever you decide, it's going to have a huge
5 impact on those people, how they make a living,
6 and ultimately whether or not they can even live
7 here, myself included. So just like please keep
8 that in mind when you're making your decision.
9 It's not, you know, about right or wrong, it's
10 you're changing a lot of people's lives whichever
11 way you go. So that's all.

12 MAYOR HUBBARD: Thank you.

13 (Applause)

14 MS. FENDER: Hello. My name is Madison
15 Fender. I live at 190 Sterling Street.

16 MS. BRAATEN: F-E-N-D-E-R?

17 MS. FENDER: F-E-N-D-E-R, yes.

18 I've been a resident, a year-round resident
19 in Greenport for six years. I'm a local
20 photographer, I'm an artist. I have contributed
21 to local charities, worked for local businesses,
22 fundraisers, the paper. I'm very immersed in the
23 community.

24 This law is especially relevant to me,
25 because I'm looking for a year-round rental and

1 it's nearly impossible. I understand that we need
2 the tourism, but there are plenty of places for
3 them to stay. We have 12 hotels, 300 rooms
4 collectively, and growing, we have around 69 bed
5 and breakfasts, and over 300 listings on Airbnb.
6 Guess how many year-round rentals we have in
7 Greenport right now, according to zillow.com?
8 Three, and only one of them being just under
9 \$2,000 a month.

10 Our village can barely accommodate the
11 influx of tourism coming in. We don't have
12 parking spots, we don't have sidewalk space, and
13 many of our local businesses have "Help Wanted"
14 signs in the height of our season. Our businesses
15 can't run without employees, and our employees
16 can't work without housing.

17 I'm all for capitalizing on the tourism.
18 Like I said, I'm a photographer, so the family
19 photos I'm getting are great. And I'm all about
20 people investing in the town. But it just doesn't
21 sit well with me when we have out-of-towners
22 buying up real estate and renting out the
23 properties four or five months out of the year,
24 and then we have houses sitting there empty in the
25 winter.

1 I further want to commend the Village Board
2 for putting together a revised proposal that will
3 put the village on equal footing with the rest of
4 the Town of Southold by setting forth a simple and
5 enforceable approach that makes it clear that
6 properties in the residential communities of the
7 village cannot be converted into or run as
8 businesses, absent complying with the existing bed
9 and breakfast regulations.

10 The current proposal before the Board is a
11 necessary and important step to maintaining the
12 small town sense of community within the
13 residential area of the Village that so many of us
14 value.

15 The key to enacting a valid ordinance
16 regulating short-term rentals is to do the
17 fact-finding of what the community objectives are,
18 and to tailor the law to address those objectives.
19 Based on the input from village community members
20 to date, I think it's fair to boil down some of
21 those key objectives as follows:

22 The importance of maintaining the
23 neighborhood community feel of the village, and
24 ensuring that the traditional village residential
25 neighborhoods are not turned into principally

1 tourist areas with transient lodging to the
2 detriment of village residents.

3 Ensuring that there's available housing
4 stock for people who desire to live and work in
5 the village on a full-time basis.

6 Working to reduce the noise, trash, traffic
7 congestion and other nuisance-related issues that
8 arise when the principal use of the property is
9 for short-term transient rentals.

10 Ensuring that the property value of the
11 village is not adversely impacted in the event of
12 an economic downturn, resulting in investors
13 abandoning their properties that may no longer be
14 economic without a steady short-term rental
15 market.

16 And supporting local businesses, such as bed
17 and breakfasts and hotels, that otherwise are
18 expressly permitted under the village Code and
19 provide jobs to local community members, as well
20 as tax income. The proposed amendments to the
21 code are targeted, in my view, to meet these
22 objectives, while still allowing homeowners some
23 flexibility to rent their properties to make ends
24 meet.

25 Having sat through July's meeting and spoken

1 with a number of people throughout the village,
2 both permanent and part-time residents, including
3 some part-time residents who rent their
4 properties, I'm aware, as we've heard tonight
5 already, that there are voices of dissent out
6 there. Those that oppose regulation generally
7 fall into two camps. Second homeowners who bought
8 their homes on the basis that they would be able
9 to either supplement or pay their carrying costs
10 through short-term rentals, or investors who
11 flooded the Village, as the North Fork is becoming
12 a rising tourist destination, and the surrounding
13 area has limited lodging options due to other
14 zoning regulations in the Town of Southold.

15 In both cases, the general response of those
16 opposed to regulation of short-term rentals is
17 that it's an undue infringement on their property
18 rights. They also argue it's not enforceable and
19 will hurt the local business community. I
20 disagree with those arguments. First, I think
21 it's well settled law that municipalities have the
22 right to enact zoning ordinance to effect
23 municipal planning and segregate uses of property
24 that are incompatible with other uses. Moreover,
25 the law recognizes that zoning regulations can be

1 used to protect and preserve housing in a
2 community. The current proposal will allow people
3 to continue to rent their houses, just in a
4 limited manner, and I think that's consistent with
5 the law.

6 As to the second point, that the ordinance
7 would be difficult to enforce, it's not a reason
8 not to enact the law, but, rather, requires that
9 we marshal the resources to make sure the law is
10 enforced. I understand from talking to people
11 around the Town of the Southold, that the
12 equivalent restriction has resulted, and I think
13 it was mentioned earlier this evening, in a
14 halting of short-term rentals, so it obviously can
15 be effective.

16 On the final point, I've heard what you said
17 earlier, but I've also talked to a number of
18 business owners who would much rather see a
19 year-round vibrant community than the community
20 that's being driven towards a short-term rental
21 market.

22 Finally, to address one of the elephants in
23 the room, I recognize that we all feel for the
24 young person or couple who will stand up here and
25 say how much they love Greenport, but the only way

1 they could be part of the community is to rent out
2 their house on a short-term rental basis. I have
3 a lot of sympathy for those people, but I am
4 really concerned about the potential effects that
5 this type of homeownership would have on the
6 community in the long run, including with respect
7 to property values. Purchasing property without
8 having the income to cover your costs is a sort of
9 speculative behavior which gave rise to the 2008
10 credit crisis and the concomitant rise in
11 foreclosures and affect on housing values.

12 I'm going to skip to the end, since I'm
13 running out of time. And I'd just like to say I
14 think that, really, after years of discussing
15 this, I think the decision before the Board at
16 this time is quite clear. Do you listen to your
17 constituents, those that are voting community
18 members and who are truly invested in the
19 community, and address the objectives I previously
20 mentioned by passing this law, or do you continue
21 to worry about lawsuits and play to the special
22 interests involved in the real estate industry and
23 the big money players that are yelling about the
24 infringement of their property rights? I hope you
25 make the right decision.

1 Thank you for your consideration.

2 (Applause)

3 MAYOR HUBBARD: Go ahead. No, you're up.

4 TRUSTEE ROBERTS: That beeping was the five
5 minute sign.

6 MR. KATSH: My name is Salem -- my name is
7 Salem Katsh. I'm an attorney. I represent a
8 group of Greenport homeowners who have been
9 engaged in short-term rentals. And five minutes
10 is not really enough to address all the issues,
11 but I'll try to make this within that time, but I
12 won't be able to explain a lot.

13 I have to take issue with my good friend Pat
14 Moore on the owner-occupied issue. As I read the
15 statute, it says that you have to have an
16 owner-occupied house. It doesn't say that it's a
17 house that it has an owner, it says that it's a
18 house that's occupied by the owner. So I think
19 that if your intent is to allow a house that is
20 owned engage in a rental, then you should clarify
21 that.

22 Short-term renting in Greenport, and I've
23 studied this, is a historical practice, so it's
24 not something that's cropped up all of a sudden
25 with Airbnb. It may have increased, but it's been

1 a practice here for ages, and it's in some sense
2 defined the history of this town.

3 I want to quickly mention this business
4 about housing stock. This is one of a number of
5 what I call fallacies, that if you prevent people
6 from short-term renting, all of a sudden all this
7 housing is going to be available for year-round
8 renting. That's not the way supply and demand
9 works. These are different demand schedules, if
10 you will. People have -- will pay such and such
11 for a short-term rental and they'll pay such and
12 such for a long-term rental. And people who own a
13 house are not going to rent it long term. They're
14 not going to put the thousands, and my clients
15 have put hundreds of thousands of dollars into
16 these residences. These are some of nicest houses
17 in Greenport, precisely because these people have
18 a great incentive to keep the houses clean, to
19 keep them modern, to improve them. They're
20 competing with Southold and other places for these
21 rentals, and there are not all that many of them.

22 I've given you an affidavit I sent in that
23 showed that about 30 houses are being advertised
24 and rented short term in Greenport. I think at
25 one of your videoed meetings, the number 60 was

1 mentioned. Even that would be about 5% of the
2 housing. So why haven't you acted in six years?
3 Because you've felt instinctively that there's no
4 reason to act. What is the problem?

5 Now, in terms of the people who are already
6 doing it, like my clients, they are automatically
7 grandfathered under Section 150-20, I think it is,
8 of the Village Code, because if you make it a
9 nonconforming use, then it's -- because they've
10 been doing it for so long, they are allowed to
11 continue as a nonconforming use. What happens is
12 you phase it out. That's the beauty of
13 nonconforming use. People will sell their houses
14 to people who don't want to continue to rent.
15 People will stop renting for whatever reasons.

16 People, and I know a lot of them, who bought
17 houses to bring families, they work in the city
18 thus far, but they want to have kids and they want
19 to move out here. These are -- this is for kids,
20 now, I'm talking about. They can't do that based
21 on this, this statute.

22 And it's a ban. Don't kid yourself that
23 this is something that allows any short-term
24 rentals. Nobody's going to want to rent a house
25 with somebody else living in it. I mean, let's

1 face it, that's common sense.

2 Now, if you have a question on this issue of
3 grandfathering, please ask me, because I don't
4 want to see us getting into a litigious situation
5 for no reason. My clients intend to continue
6 renting as they have. If they stop renting, then
7 they're out of the picture on this law. You can
8 legislate for the future. Phase it out, if you
9 want, but don't -- don't try to enforce it against
10 people who've made really tremendous investments.

11 What? I can't see so well

12 TRUSTEE ROBERTS: Thirty seconds.

13 MR. KATSH: Wait one second. Okay. One,
14 one final point. As I said, I think this is a
15 solution looking for a problem. There have been
16 no complaints, no complaints. This business about
17 bachelorette parties is a myth. Every -- meet --

18 (Laughter and Outburst from Audience)

19 AUDIENCE MEMBER: Do you live in the
20 Village? Do you live in the Village?

21 AUDIENCE MEMBER: There are people in this
22 room that --

23 AUDIENCE MEMBER: You don't live in the
24 Village.

25 MR. KATSH: I deal in evidence.

1 MAYOR HUBBARD: Okay.

2 AUDIENCE MEMBER: Apparently, you don't live
3 in the Village.

4 MR. KATSH: I live in Orient. I live in
5 Orient.

6 MAYOR HUBBARD: All right. Come on,
7 let's --

8 MR. KATSH: I've looked at all the hundreds
9 of letters that were submitted in Southold on the
10 short-term renting law, and I've looked to see if
11 there are any here. I am a lawyer, I deal in
12 evidence, not anecdote, not myths, not
13 neighborhood gossip that somebody was up -- they
14 had a party until two o'clock in the morning. It
15 could have been a resident that had a party.
16 Maybe there are bachelorette parties, okay.

17 TRUSTEE ROBERTS: You've got to address the
18 Board.

19 MAYOR HUBBARD: Okay.

20 MR. KATSH: But so what? So what?

21 TRUSTEE ROBERTS: Mr. Mayor, he's got to
22 address the Board.

23 TRUSTEE PHILLIPS: He's got to address the
24 Board or --

25 MAYOR HUBBARD: Not the public. Okay.

1 Thank you for your comments.

2 MR. KATSH: But just one --

3 TRUSTEE ROBERTS: Thank you.

4 MR. KATSH: Just one second. Here's a
5 statement from somebody who -- from one of the
6 work sessions that -- on the video.

7 "We can at least give the neighbors who are
8 dealing with the nonoccupied Airbnbs, who all of a
9 sudden have eight cars in front of the houses,
10 where they have parties going on in the back that
11 there are, you know, 15, 20 people that are, you
12 know, going until one, two o'clock in the
13 morning."

14 Okay. So let's say there are a few of
15 those, but this is mythology. Don't legislate on
16 anecdote. And the reason you haven't done
17 anything for six years is to your credit, because
18 Southold acted on the basis of xenophobia. I
19 don't know. You know, and they can't enforce the
20 law. There have been four cases brought in
21 Southold, three meaningless. They send out
22 letters, and it undermines the rule of law if you
23 have something that's not enforced.

24 TRUSTEE ROBERTS: May I ask a question?
25 Because there are a couple of -- is that okay?

1 MR. KATSH: No, because that's --

2 TRUSTEE ROBERTS: Because we've got codes
3 that say otherwise.

4 MR. KATSH: That's a different market.
5 They're going to fix it up to that extent where it
6 would be attractive to you to pay money to rent it
7 long term. If they want to rent it short term,
8 then they've got to fix it up and maintain it to
9 the extent that those people, that market is going
10 to want to rent it, so it's two different markets.

11 TRUSTEE ROBERTS: Ah, so our market is
12 different. Okay. Thank you

13 MR. KATSH: Your market -- the vote -- not
14 your market, a long-term rental market is
15 different.

16 TRUSTEE ROBERTS: We heard you. Thank you.

17 MAYOR HUBBARD: Okay.

18 MS. WADE: Hi. I'm Randy Wade on Sixth
19 Street in Greenport. And thank you so much. This
20 is a serious concern.

21 I've carried petitions, political petitions,
22 knocking on doors, and I found the names were no
23 longer there, two families. And it was clear,
24 looking in open windows, that they had been
25 converted into short-term rentals. The village

1 has changed dramatically.

2 Both lawyers have tried to refer to
3 something called a preexisting nonconforming use.
4 I'm an Urban Planner, by the way, I have a Masters
5 in Urban Planning. In Zoning Code terminology,
6 residential use is one month or longer. The code
7 says in R-1 and R-2, if a use is not specified, it
8 is not legal. In R-1 and R-2, transient use is
9 not a specified legal use. So what you are
10 proposing is incredibly generous to homeowners.
11 You're opening it up for non-owner-occupied owners
12 to rent for two weeks. And there is -- there is
13 zoning in place. So just because the Village was
14 not enforcing it does not mean that an owner today
15 who's been illegally operating an Airbnb nightly
16 rental is allowed to continue to do that once a
17 law is passed.

18 The law exists. It should -- it could be
19 enforced today. It's entirely up to you if you
20 want to enforce it. But transient use is not
21 allowed in R-1 and R-2 currently, and your
22 proposal is very generous. It would allow
23 nonoccupied homes to be rented for as short as two
24 weeks.

25 A friend of mine who rents her house when

1 she goes away on research trips, she says it takes
2 her so long to get her house ready, because she
3 lives there, she actually lives there, that she
4 doesn't want to rent for less than two weeks. So
5 we're really talking about people that can turn it
6 over because they are businesses. And it's easy
7 for them to get ready for a short-term rental,
8 because it's not the residence, it's not being
9 used as a residence, it's a transient use.

10 So in support of what you are proposing.
11 And again, the alternative could be to just keep
12 it as is and start enforcing. We have bed and
13 breakfast regulations that are very, you know,
14 specific and well written out, and they would
15 allow transient use in one-family homes to up to
16 six tenants. And people could continue to do
17 that, or they could start getting very
18 enthusiastic about this new change, which would
19 allow non-owner-occupied homes to be rented for as
20 short as two weeks, rather than four weeks, as is
21 the current case.

22 So, again, I think this is something that
23 I -- we could all get behind, because you're being
24 enormously generous. Thank you.

25 And I would just get rid of the part, it is

1 very confusing, I agree with you, about a portion
2 of a house. That has no place in this. This is
3 only the bed and breakfast regulations, take care
4 of a portion of a house short-term rentals.

5 Thank you.

6 MAYOR HUBBARD: Thank you.

7 (Applause)

8 MR. WILE: Good evening. Ian Wile, W-I-L-E,
9 234 Fifth Avenue. I'm a resident and a business
10 owner. Sort of speaking as both, and as somebody
11 who bought my house without being able to afford
12 it, thanks 2008 credit crisis. And did rent it
13 out long term, and then some short term, and then
14 eventually have the ability or guts to sort of
15 take it over for myself and wear the whole damn
16 thing.

17 So I've experienced all of it, but I'm
18 mostly up here -- I'm kind of like Joe here. I
19 have multiple feelings on the whole thing, but my
20 biggest feeling is that what I saw in the last
21 year, especially, but, obviously, we're all
22 talking about the last few years, is because we're
23 the only East End town, the only town in vacation
24 land without a rule, we've opened the door to mass
25 speculation, because it is the only town left

1 without a guide. And so what I'm hearing from the
2 attorneys and from other people who said, "Well,
3 my clients or myself have built this business, and
4 I made this investment for this," it's that very
5 reason why I'm just encouraging you to pass a
6 rule. Get a law on the books, because it sends a
7 signal to somebody so that the next investor
8 doesn't act surprised here six years later.

9 You know, if there had been a rule on the
10 books, any book, any rule that we could evolve,
11 right, we evolve the code all the time. So if we
12 can get something that we can start with, look at
13 the other towns. Like this, I think pulling this,
14 much of this language in from Southold is very
15 smart. It's a rule we can start with. And by
16 putting something on the books now, it -- you join
17 in the rest of the East End and other towns around
18 the world who have -- are grappling with this.

19 And it is true, Greenport has a long history
20 of rentals, and so do all of the other towns.
21 This, the wave of this has, obviously, created
22 pressure, it's not the -- not the historical
23 action of it.

24 So, from my point, I think any direction is
25 good direction. And we should get something on

1 the books to prevent this idea of no knowledge, I
2 had no idea this was going to happen.

3 And as far as grandfathering or things that
4 have happened before, I know at least one person
5 on this Board can identify that my business
6 changes, my regulations covering my own business
7 change all the time. And one of the things about
8 being a business owner is watching the horizon,
9 learning from the new rules that just changed from
10 last month, and I'm -- you know, I'm in violation
11 all of a sudden for doing exactly the same thing.
12 Or, you know, we're constantly adjusting to rules
13 and regulation changes.

14 And if you're really doing it as a business,
15 if it's a real business, and I encourage -- I
16 think it's not a -- frankly, not a bad business.
17 If I'm a young person, it might be my way I can
18 afford to live in Greenport. So if I'm in
19 business, what I would encourage every
20 entrepreneur and business person to do is to pay
21 attention to the horizon, so that you're ready.
22 And this horizon doesn't say you can't rent, it
23 just says there's some rules around renting, and
24 if that means that there's a limit or a thing,
25 that's just being in business. Business rules

1 change all the time.

2 And, you know, I know there's a lot of
3 emotion and it's a very nuance rule. I just think
4 any forward movement is really vital. And lack of
5 forward movement is -- and it's sort of heavy
6 assault, but any lack of forward movement is an
7 abdication of responsibility. I think we have to
8 do something.

9 And, lastly, I'll just say, as a business
10 owner, I'll take employees 12 months a year, I'll
11 take customers 12 months a year, I'll take
12 neighbors that we have barbecues with, I'll take
13 neighbors that are only here for a weekend who we
14 meet and who soak up Greenport the way you can in
15 an Airbnb, if you treat it right.

16 So it's not black and white there, but I
17 definitely -- me and, I don't know, at least got
18 to be a dozen businesses right now didn't have
19 enough people all summer and aren't going to have
20 enough people to work all winter. We're also
21 going to be short a couple of customers all
22 winter, because a lot of houses disappeared, and
23 whether that's for renters or people who were
24 residents who are no longer here.

25 So I encourage some balance, that's it, just

1 balance. Thank you.

2 MAYOR HUBBARD: Thank you.

3 (Applause)

4 MS. RIVARA: Good evening. My name is Karen
5 Rivara, R-I-V-A-R-A. I live on 628 Carpenter
6 Street in Greenport. And so I'm actually able to
7 come here and speak for myself, I don't have to
8 send anybody. I am a local oyster farmer. My
9 farm is in Southold, I live in Greenport. And I
10 was going to basically say a lot of things that
11 Ian just said.

12 I think it's really important that we do
13 have a rule, because people, if it's a
14 free-for-all, human nature will take over and
15 you'll have imbalance. I think we need to have a
16 balance between having enough beds to accommodate
17 the tourists that we can accommodate, so that
18 people's businesses, whatever they are, can
19 thrive. But we also need to be able to maintain a
20 community, and a community is people who live here
21 year-round, and who can afford to live here
22 year-round, and who can afford to work here,
23 whether they're a young person like Madison and
24 they need to find a place to rent, and then
25 eventually maybe can transition into buying.

1 Christopher Balzaretti, owns two houses on
2 Wiggins, 407 and 401. We live right next to Colin
3 Ratsey. And I think he was referring to me before
4 about saying one of the neighbors is very good
5 about what she does, because we've worked very
6 hard to keep everything going.

7 I just wanted to say we came here over 30
8 years ago. My son used to work at Claudio's, and
9 he worked at the Shelter Island Country Club. My
10 daughter worked at Claudio's for 17 years. I even
11 worked at Salamanders for a couple of summers. So
12 when you're saying you're looking for people to
13 come and work here, I don't know where all the
14 kids are, and I don't know where -- like people my
15 age, if they want a part-time job, there's plenty
16 of things out there.

17 I just want to say, I have pictures of the
18 houses that he renovated. He bought both houses
19 one year after another, and he renovated them and
20 basically took the very, very -- two very
21 unattractive houses, they were very run down, and
22 made them into beautiful homes that people in the
23 neighborhood have complimented us for doing so.
24 One of them was wretched, it was horrible. So we
25 used all the local labor and still do. We used

1 Madison. She left, but Madison did the
2 photography. But we still use all the -- all
3 local people.

4 My husband and I are the overseers and we
5 make sure that all goes right. We have lovely
6 people from all over that stay in the homes and
7 compliment us, compliment us on what a nice town
8 Greenport is. And they shop at all the local
9 stores and restaurants, and they visit Shelter
10 Island as well.

11 We've complied with all the rules that
12 needed to be -- the permits and everything, we
13 paid for everything, and we assumed that we were
14 grandfathered in also. When Chris rebuilt the two
15 houses, his taxes doubled, and I'm sure that that
16 has benefitted Greenport.

17 The data that we were talking about before,
18 my son sent it to me also, that he says there's
19 820 occupied houses in Greenport. There are
20 approximately 32 houses offering short-term
21 rentals. Therefore, rentals only make up 3.9% of
22 the total, which helps generate an income for the
23 Village.

24 So I don't know -- like I said, I don't know
25 what you're going to decide. I'm here probably

1 75% of the time. I'm locally involved in all
2 kinds of things from Cutchogue to Greenport, so
3 I'm -- I always have my finger on the pulse over
4 here, and I try to make sure that everything goes
5 well.

6 We -- as far as rules of the house, we have
7 a whole thing about rules of the house. Nobody's
8 allowed to make any kind of noise after 10 o'clock
9 at night. And, again, living next to Colin, you
10 could check with him, and he hasn't had any
11 complaints. In fact, he says we did a beautiful
12 job renovating the two homes.

13 So, you know, that's about all that I have
14 to say as far as that goes. Thank you.

15 (Applause)

16 MAYOR HUBBARD: Thank you.

17 MR. KIRKPATRICK: Hi. I'm Blake
18 Kirkpatrick, K-I-R-K-P-A-T-R-I-C-K. We have a
19 house at 175 Central Avenue.

20 My family bought our house in Greenport 11
21 years ago. My dad was a local, so when we were
22 looking for a home for our family, Greenport was a
23 natural choice. We fell in love with all that
24 Greenport has to offer our family. I fell in love
25 with the Ice Rink and the Carousel, hot chocolate

1 and scones at Aldo's, oysters and fine dining at
2 the Frisky Oyster, and too many more favorites to
3 list and new ones arriving every day.

4 I believe wholeheartedly in this town and
5 community, and, in fact, just registered to vote
6 for the first time, and to show my commitment to
7 this community, registered locally.

8 (Applause)

9 MR. KIRKPATRICK: When we came to Greenport,
10 we bought a 100-plus-year-old house that was in
11 need of major repair and updating. We spent
12 hundreds of thousands of dollars, much more than
13 the house is actually worth, to bring it back to
14 its original historic luster. We did a beautiful
15 renovation job, which improved the entire
16 neighborhood and town. Our renovation was very
17 costly, but we saw this as a long-term investment
18 in the community.

19 My family's personal circumstances have
20 changed since buying the house, so we have needed
21 to start to rent the house on a limited basis for
22 short periods of time out of necessity to make
23 ends meet. The only way that we can afford our
24 house is to supplement our income with the rental
25 income. Our average stay is under four days, and

1 no one has ever wanted to rent our house for 14
2 days or more.

3 Although we legally believe we are covered
4 by the code's nonconforming use provisions, we
5 have spoken about the need to sell if this new law
6 passes. I love our house and town, and the
7 thought of selling something that we put so much
8 love, time and money into renovating and
9 maintaining is upsetting to me. I want to be able
10 to keep this house in our family so I can some day
11 enjoy it with my children.

12 The renovation upkeep of the house costs
13 money, and we now find ourselves in a situation
14 where we need to do short-term rentals to help
15 cover some of the expenses. This is our family
16 home and we are not investors. We're not making
17 money on this property, and are merely trying to
18 use the income from the seasonal rental to defray
19 some of the costs.

20 I watch videos and have read transcript and
21 newspaper articles and it seems like there are
22 some legitimate concerns. We have a working group
23 that has a lot of really good ideas on ways that
24 we can work together to address the actual
25 concerns that exist, but do not believe the law as

1 currently drafted actually addresses the concerns.
2 We believe that the proposals are betraying and
3 frankly unfair to families like mine. We are
4 members of this fabulous community, too, and it
5 pains me to think that we are being singled out
6 and that neighbors need to be at odds with each
7 other, and that we can't work cooperatively
8 together to find common ground. We should be
9 working together to improve our community and
10 support our local businesses, instead of working
11 against each other. We're not investors and this
12 community is very important to us, and we want to
13 do all that we can do to make it the best that it
14 can be for all people, and not to the exclusion of
15 some over others.

16 Instead of looking at divisive measures
17 supported by no empirical evidence of which I am
18 aware, why don't we look at what we are all
19 contributing to the community? We don't know why
20 it has to be one or the other. People have been
21 renting houses in Greenport on a short-term bases
22 for hundreds of years and the current laws have
23 been sufficient. We think that there are ways to
24 thoughtfully regulate this activity or to utilize
25 existing laws without creating new ones.

1 I understand that B&Bs are concerned that we
2 are competing with them, but we don't view them as
3 competitors. Our market is totally different, and
4 this is just a way of extending the offerings of
5 our town to bring more people to Greenport, which
6 is good for local businesses. We are all here
7 helping to get people's heads on beds in
8 Greenport, and not in other towns, to boost the
9 town's economy.

10 We are bringing people to Greenport who
11 would otherwise not come. People have clear
12 preferences on what types of accommodations they
13 want when they're away from home. The families
14 with kids, dogs, renting our house would never
15 stay at a B&B, nor would a B&B want them as
16 guests. People rent houses because they want the
17 comforts of home, including space, privacy and
18 personal security. They do not want to stay at a
19 B&B with unrelated people housed under the same
20 roof.

21 Additionally, we are providing much needed
22 capacity for the burgeoning wedding industry that
23 has developed on the North Fork. Previously,
24 wedding guests had to stay far away in Riverhead,
25 because there wasn't enough capacity locally to

1 accommodate the large number of guests that
2 weddings bring to the area. Now we can
3 accommodate more people in Greenport who in turn
4 patronize local businesses.

5 The town already implemented regulations
6 last year to address concerns.

7 (Timer Sounded)

8 MAYOR HUBBARD: Go ahead.

9 MR. KIRKPATRICK: Can I keep going? All
10 right. Surrounding rental activities, so any
11 further action should be deferred. Small towns
12 like ours should not have to bear the burden of
13 figuring this out, especially when it could have
14 and has in other towns costly implications.

15 In closing, we would ask you to be
16 thoughtful in what you enact, because you are
17 affecting the livelihoods of people that have
18 invested a lot in this community for the
19 betterment of everyone. For us to be singled out
20 and villainized is unfair. We would urge you not
21 to take an overbroad path and to think through the
22 implications for all parties, instead of pitting
23 one group against the other, to work together as a
24 community to resolve the underlying issues. We
25 believe this is more productive, fair, and in the

1 end less costly to us all. Thank you.

2 (Applause)

3 MS. PENALBA: Hello. My name is Verona
4 Penalba, P-E-N-A-L-B-A. I live in 127 Sterling
5 Avenue.

6 I'm a mom of a toddler. And this summer I
7 had to -- I'm an artist as well, and I have to get
8 two extra jobs to live full-time here. And what I
9 want to say is that the world is changing the way
10 they travel, the way we do -- people are going to
11 travel more. This is what young people and
12 everyone's doing now. It's about experiences, you
13 know. This is what the world is about right now.

14 So I am grateful to live here in Greenport,
15 it's like amazing. Everyone that's here is so
16 grateful to live here. And I think when people
17 come and visit, that's why it's so charming,
18 right? Obviously, we have a sea of people coming
19 in the summer, and that makes us a little anxious
20 and like we don't know what's going on, but that's
21 what supports the -- all the businesses here, I
22 think.

23 All the people I know, at least percentage
24 of the people I know worked really, really hard
25 this summer to then be able to maintain their

1 lives here, pay their houses like this kid we just
2 saw. Everyone just works really hard to be able
3 to live here the rest of the year. They're really
4 fortunate ones that have full-time jobs, you know,
5 but -- and then the other half is really rich
6 people that have their summer jobs here -- their
7 summer houses here, and that they are able to pay
8 this amount of money to live here, you know, to
9 live here only for two weeks, or have boats,
10 etcetera.

11 So I think the town, it's great that you are
12 enforcing something, but maybe have a look at
13 other towns that have a lot of fluctuation of
14 people and see what they're doing, not only
15 Southold. I know of towns, my friend in Vermont,
16 that they tax the houses that have visitors.
17 Maybe this could be a solution for Greenport. And
18 have an actual count of how many houses, because
19 numbers are thrown away.

20 The listings in Greenport say 300, but's
21 it's really not 300, it's maybe 30 houses. So
22 let's have actual numbers of what is really going,
23 and then you can make a decision with the
24 financial like effect that it has, because I'm
25 working at the Collective as well. I talk to

1 people all the time, and I could tell you that the
2 people are floating during the weekends as well.
3 It's people from all Long Island, from Nassau
4 County. They're coming here because this is the
5 talk of -- I don't know, they love it. You know,
6 I love it, too.

7 (Laughter)

8 MS. PENALBA: But it's like half of the
9 people are only coming for the day, and the people
10 that actually stays in the Airbnbs, because -- and
11 I'm sure the bed and breakfasts is not -- it's
12 people that can invest. They go for the
13 restaurants, they go out, they -- they're
14 investing in the businesses as well as for the --
15 you know, the one-day visitors that only eat ice
16 cream, you know?

17 So I think you have to really analyze the
18 numbers, see what's working, what's not working.
19 And you're already doing a great job, so I think
20 that should be just like a little review of the
21 actual numbers. And I just want to thank you.

22 MAYOR HUBBARD: Thank you.

23 (Applause)

24 MR. TRANTIDES: Hi. Jack Trantides, 319
25 Fourth Avenue.

1 MS. BRAATEN: I'm sorry. Could you spell
2 that?

3 MR. TRANTIDES: 319 Fourth Avenue.

4 MS. BRAATEN: No, your name.

5 MR. TRANTIDES: Jack, T-R-A-N-T-I-D-E-S,
6 Tran-tides.

7 I just wanted to have a conversation
8 about -- I think there could be a happy medium,
9 because I feel like this is a great town. It's
10 also a beach town, and, obviously, by being a
11 beach town, there's going to be tourists, and
12 there's going to be factors that have to be
13 factored in by our community, by your community.
14 And I feel like there should be a happy medium
15 between these two things.

16 And I feel like, from everything that I've
17 heard, I feel like there should be some sort of
18 cap on what's allowed in what sections. And maybe
19 the idea you had with the grandfathering of sorts
20 with some sort of policing could probably work, as
21 long as you cap it with -- I think somebody had
22 said that there was like a 5% ratio of homes in
23 Greenport that are -- that are short-term rentals.
24 Maybe if that -- if some sort of equation like
25 that could work, you can put something into law

1 that states that there's a certain amount that's
2 allowed and with these restrictions, and that
3 something like this -- because, I mean, the town
4 is flourishing now.

5 I'm sure nobody wants to hinder the ability
6 of the town to, you know, be able to provide such
7 a great atmosphere for everybody and have people
8 in town coming, and we don't want to deter people
9 from coming. So I feel like if there's some sort
10 of happy medium and everybody can work together,
11 and you can cap it, and, you know, maybe as
12 somebody sells -- you know, once that cap rate
13 goes, maybe there has to be new housing that's
14 introduced in order for more to be established,
15 and maybe that can be some sort of equation you
16 can use to move forward and be able to allow who's
17 existing in town and operate in a -- you know, in
18 a good manner, and keep the -- keep the businesses
19 going.

20 I'm a businessman as well, but not here, but
21 I was looking at Goldsmith's, per se, to open up a
22 Greek restaurant. I would do it, and in my budget
23 I would allocate renting a home for the season or
24 for the year for my -- so the complaint that
25 people have -- I've been doing business for 20, 20

1 some-odd years I've been in the restaurant
2 business. You know, you have to factor in all of
3 your variables.

4 So the complaint about, you know, there's
5 not enough housing for people here, if your
6 business model can't facilitate what you -- what
7 you expect, then, you know, these are the things
8 that you have to consider before you actually open
9 a business or stay in business.

10 So the fact that the rental values have gone
11 up here, that's pretty much something that's
12 happening country-wide. I mean, anywhere you
13 look, you know, the rental market has skyrocketed
14 300% all across the board all over the country.
15 So it's not -- it's not a problem only for
16 Greenport, that's a problem country-wide that
17 there's increasing rental rates.

18 So that's all I wanted to say. I don't want
19 to take up too much time. I just wanted to say
20 that I feel like there's a happy medium in between
21 this. And I think there's a solution that could
22 be had, as long as you cap things so they don't
23 get out of control. Because I think, obviously,
24 you guys probably don't want this to continue to
25 getting larger and larger and hindering, you know,

1 the town's ability to function as a residence for
2 everybody.

3 And I really do strongly believe that
4 there's -- you know, there's a solution that you
5 guys can have that won't hurt people
6 unnecessarily, and can also help the community and
7 help you guys create more opportunity for the
8 town. And people like me invest in the town and
9 open up a restaurant, and love to have everybody
10 as a customer, you know, for 12 months, a lot more
11 money, and three months, you know, spread it out,
12 weekend. I mean, everybody opens up for the
13 weekends here because people come.

14 So, anyway, thank you for your time, I
15 appreciate it. And I hope we can come to some
16 sort of solution.

17 (Applause)

18 MAYOR HUBBARD: Hi.

19 MS. GULLEY: Hi. My name is Hillary Gulley,
20 G-U-L-L-E-Y, and we're at 451 Sixth Street.

21 We actually built the house on Sixth and
22 Wiggins, and I just wanted to thank you, first of
23 all, for allowing us to do it. It was an absolute
24 dream. It's our only Home, it's our first home.
25 We found not that -- I have -- I feel the urge to

1 say this, because it's -- I'm subject to a lot of
2 swirling rumors. People come by the house and
3 tell me all kinds of things about my life that I
4 didn't even know, like --

5 (Laughter)

6 MS. GULLEY: Like that we had all of this
7 money to buy the land, which, you know, is part of
8 our mortgage. Or that they'll ask me if I'm the
9 gardener, because they don't think that I'm real,
10 a real resident of Greenport. It's interesting.

11 But we are really proud and grateful, and
12 happy. And, you know, I used to think grateful
13 was kind of a smug word, but I am grateful. It's
14 the -- you know, I work in the garden and I love
15 it, I just love it.

16 So I'm a writer and translator, my husband's
17 a designer. He actually got laid off when we were
18 building the house, which was a blast, as I'm sure
19 you can imagine. And so I just know -- you know,
20 we haven't decided what we're going to -- if we're
21 going to rent yet or what we're going to do, but
22 we live there, so that's beside the point.

23 The point really is that, like some of these
24 people were saying, the world is changing, and the
25 flexibility on a level needs to be there, I think.

1 I mean, you know, we dip in and out of having
2 health insurance, not having health insurance. We
3 go in and out of jobs. You know, sometimes we'll
4 make good money for, you know, a few weeks or a
5 few months and sometimes we won't. And this is
6 what -- you know, and, fortunately, it enables us
7 to live here. It enabled us to build the house,
8 but it doesn't guarantee stability for the long
9 term. Does that mean we shouldn't own a house?
10 I'm not sure. I guess some people would argue
11 that that is the case.

12 But I think the point is I just wanted to
13 come up here and put a real face to some of the
14 people who are renting or who may decide to rent.
15 You know, if we have a child, you know, how would
16 we pay for child care? Probably renting. You
17 know, I'm not sure. But, yeah, I just wanted to
18 keep your minds open to just allowing for some
19 flexibility there.

20 Also, I wanted to say, like I -- my friends
21 told me about Greenport because they Airbnb a
22 house out here. So we would have never known to
23 build. We had actually gone on vacation in the
24 Hamptons, we were unimpressed. We came up here
25 for a date, and I remember where I was when I said

1 to my husband, "Wouldn't it be great to live out
2 here?"

3 And just to also add that two things. One
4 is that I don't know anybody who gets two weeks of
5 vacation, I don't know anyone. I mean, they get
6 two weeks, but, you know, they want to spend a
7 week on their own and spend a week with their
8 families, right, doing their family time
9 somewhere, right? So nobody's -- okay. Nobody's
10 going to come out here for those two weeks and
11 rent the full two weeks, right? Some people will,
12 but it's maybe a one-week minimum on a full house
13 would be more reasonable, is just all I'm saying.

14 And I think -- I forget the other thing I
15 was going to say. I was going to say something
16 else. Oh, yeah. No, I totally forget.

17 (Laughter)

18 MS. GULLEY: So I would, I would think about
19 how long you wanted to, you know, stipulate a
20 rental, if you wanted to do that. And that's all.
21 Thank you so much. And thanks again for letting
22 us be here.

23 (Applause)

24 MR. SALADINO: John Saladino, Sixth Street.
25 I would ask this Board to -- we've heard a

1 lot of stuff here tonight. We've heard from two
2 attorneys, who tend to speak as if it was in
3 ex cathedra, but we know that's not true. We
4 heard one attorney say that we would be open to a
5 tremendous amount -- well, I put tremendous. We
6 would be open to litigation, because his clients,
7 their clients are grandfathered. Perhaps someone
8 on our Board -- in the interest of full
9 disclosure, I belong to the Zoning Board of
10 Appeals. It was always my understanding, to be
11 grandfathered, there was only a few ways to be
12 grandfathered, not that you rented and nobody said
13 anything. Randy touched on it before. To be
14 grandfathered, it has to be in existence prior to
15 1971, prior to the code to be grandfathered. By
16 variance, it could be grandfathered by variance.

17 So -- and, also, from all the training
18 seminars that our Attorney gives, we know to be
19 grandfathered, it has to be legal to begin with.
20 This is not a permitted use in the Residential
21 District. The fact that somebody did it doesn't
22 make it legal, it just makes it not being
23 enforced.

24 So perhaps, before the rhetoric gets louder
25 and more -- we heard a young man say they thought

1 their house was grandfathered. I don't know why
2 they would think that. We've heard other people
3 say, "I've been renting for a few years, my house
4 should be grandfathered." I don't know why
5 someone has that impression, that's not how our
6 code reads. We don't live on a prairie. We don't
7 make the rules that there are no rules, there's a
8 code that we have to go by.

9 We just heard someone say their relative
10 owns two houses adjacent to each other, but don't
11 live there, doesn't live there. In my mind,
12 that's a business. Our code says you can't have a
13 business in a Residential District.

14 I don't -- I don't know why -- the last
15 thing that I'm going to say is we have a Trustee
16 that has data that says there's more than 30
17 Airbnbs in Greenport. I actually don't know the
18 number. I trust him, he did the leg work, he
19 didn't pull the number out of the air. His number
20 was 64?

21 TRUSTEE ROBERTS: Sixty-four and 62.

22 MR. SALADINO: Sixty-four, 62. If we listen
23 to some of the folks that got up here and spoke,
24 the number is 30. My question to them is, my
25 question to them is if these 30 Airbnbs -- and it

1 was suggested by some of them that our economy --
2 and I'm exaggerating, a little bit of hyperbole --
3 our economy would collapse if these 30 Airbnbs
4 weren't in existence anymore. I think that's
5 nonsense, I think that's ridiculous, because
6 nobody's banning people from renting their house,
7 they're just suggesting that you can only rent it
8 every two weeks.

9 So the alternative would be to rent it every
10 two weeks or to rent it full-time. I don't see
11 the economy in Greenport collapsing if those 30
12 Airbnbs -- Airbnbs have to conform to our code as
13 it's written now. If you want to change the code,
14 that's -- that's entirely up to the Board.

15 The last thing I would like to say is I
16 don't believe anybody on this Board -- I've read
17 on social media that some people believe that
18 there's some people on this Board that might have
19 a vested interest financially in stalling this
20 legislation or standing in front of this
21 legislation. I think that's nonsense, also. I
22 think everybody here serves with the Village at
23 heart. Thank you. Having said that, thank you.

24 (Applause)

25 MS. KIRKPATRICK: Hi. Good evening. I'm

1 Judy Kirkpatrick. You actually already heard from
2 my son, so I'm not going to reiterate what he
3 said. But I did want to give you a different
4 perspective. I'm going to read a letter from
5 Karen Euceda, and it gives a different perspective
6 on the STR debate this evening.

7 "Dear Honorable Board Members, I provide
8 cleaning services for several homeowners that rent
9 their houses to tourists. My husband is a
10 gardener and handyman, and he also provides
11 maintenance for those houses. I represent many
12 other people who do the same. Over the past four
13 years, this work has provided my family and
14 extended family members with a consistent stream
15 of income during the summer and wintertime.

16 This year, after much work and savings, we
17 were able to buy our first home. This would not
18 have been possible without this reliable source of
19 income that we are lucky to have. We are proud to
20 say that we now have our piece of the American
21 dream, and want to continue doing so by providing
22 honest work to the families that need it.

23 When we heard that the laws will change, and
24 our services may no longer be required, we became
25 very nervous. This puts our financial future at

1 risk. We don't ask for much, we don't ask for
2 affordable housing, we just ask that you let us
3 afford our house. Please don't take this away
4 from us.

5 There are dozens of other families like us
6 that work in Greenport in similar situations. We
7 don't know what we will do if this type of work
8 ends. We pay our taxes, but we feel that our
9 voices are rarely heard.

10 You say that you want to do what is best for
11 the local community. We are the locals and our
12 voice needs to be heard. Please do not change the
13 law, and let us continue this work. It is what we
14 enjoy and want to continue, so that we can raise
15 our family and enjoy our life without worrying
16 about where our next paycheck will come from.

17 Thank you for taking the time to listen to
18 me. Yours truly, Karen Euceda."

19 (Applause)

20 MS. MORAN: Hello. It says, "Please don't
21 move the mic," so.

22 My name is Julia Moran, and I live on Main
23 Street in Greenport part-time.

24 I've been thinking about what to say
25 tonight. It took me a long time to get here this

1 evening, and it will take me a long time to get
2 back to New Jersey tonight, but this conversation
3 matters.

4 There's a proposed rule here being
5 considered that has been cited as the cure to many
6 ills. Not officially, of course, because there
7 have been no official complaints against
8 short-term rentals, other than by bed and
9 breakfasts, who expect the community to welcome
10 their transient guests.

11 There have been no official findings, but
12 placing this restriction in place and confining
13 its application to nonresidents should do many
14 things. It will make a stronger sense of
15 community. It will make the stream of tourists
16 year-round, rather than just in the summer, and it
17 will allow each person who lives here to be able
18 to envision their children buying homes here. We
19 have an incredible test study in the town next
20 door. Did they achieve all of these goals? Any
21 of them? I don't think so.

22 I will tell you one thing this rule will
23 accomplish. It will continue to divide the
24 residents of this town. It will address some of
25 the gossip, that people who rent out their houses

1 are greedy, while those who live here and want to
2 be successful in their local businesses are
3 hardworking and deserve the fruits of their labor.
4 It's not a new song and it's not pretty.

5 I'm wondering when the final verse will come
6 when we -- when the outspoken self-proclaimed
7 experts will say, "It's time to build a wall
8 around our village. No one else can get in.
9 Those who are here can stay, but no more. We
10 don't like outsiders, they're arrogant, entitled,
11 they are, in short, not us." It's such a
12 disappointment.

13 When you look at the U.S. census for
14 Greenport, you see that the village sustained a
15 continual decrease in population for over 60
16 years. People who lived here wanted to escape.
17 There was plenty of affordable housing and a large
18 population of Section 8 renters year-round. The
19 census numbers changed as of 2010, as the town
20 developed a new industry, tourism. The Village
21 Government at the time was visionary in creating a
22 destination from what was once a place no one, not
23 even the locals, wanted to be. We are seeing --

24 (Outburst from Audience)

25 MR. MORAN: Okay. I'm sorry, you guys.

1 We're seeing the --

2 MAYOR HUBBARD: All right.

3 TRUSTEE PHILLIPS: Hey, come on, guys.

4 MAYOR HUBBARD: Please, let her have her
5 time. Everybody, quiet, please.

6 MS. MORAN: We're seeing the fruit of that
7 vision, including substantial investment in this
8 community, by people who do not live here
9 full-time. If there are problems associated with
10 our community today, let's face them head on.
11 Create jobs so people can live here year-round. I
12 don't want to leave here Sunday nights, but I have
13 no choice. I have to work in New York City to
14 earn the money that I bring here to spend.

15 The rule does not address the problems it's
16 claiming to address. Why can't we use real data?
17 Some of the data shows that people who do live
18 here full time will be harmed by the restrictions.
19 I've spoken to shopkeepers in this village who
20 think they will be harmed, and I know the people
21 who make a living providing services to these
22 houses will be harmed.

23 Future residents of this village will look
24 back at this decision and make a judgment about
25 whether we are visionaries or closed-minded. I

1 hope it won't be the latter.

2 (Applause)

3 MR. SWISKEY: William Swiskey, 184 Fifth
4 Street. I can remember when this started, what
5 was it, six, seven years ago, when the -- Mayor
6 Nyce was considering a rental code, and somebody
7 stood up and says, "Well, what about the Airbnbs,
8 were they going to be regulated?" And it's been
9 like the wheel has gone around many times and
10 nothing's been done.

11 Now here's my problem. You know, I've got
12 nothing against Airbnbs. Mr. Prokop, what is the
13 definition of an apartment? Does it have to have
14 a kitchen, a bathroom? I mean, if I rent an
15 apartment, what does it have to have in the
16 village?

17 MR. PROKOP: If what you're referring to is
18 a dwelling unit, a dwelling unit would have to
19 have --

20 MR. SWISKEY: Yeah.

21 ATTORNEY PROKOP: A dwelling unit has to
22 have a kitchen.

23 MR. SWISKEY: And a bathroom, I assume.

24 MR. PROKOP: Yes.

25 MR. SWISKEY: Yeah, because, yeah, outhouses

1 are out. But, anyway, so then if these are real
2 dwelling units, say these Airbnb houses, and they
3 got two, two floors and both have kitchens, both
4 have bathrooms, we have two dwelling units, right?

5 TRUSTEE PHILLIPS: Yes.

6 MR. SWISKEY: Am I right?

7 TRUSTEE MARTILOTTA: Yeah.

8 MR. SWISKEY: Yeah, all right.

9 MR. PROKOP: So far, it sounds like you're
10 right.

11 MR. SWISKEY: Yeah, it's a fairly simple way
12 of saying it. So I say, to me, if the owner wants
13 to live there and rent the apartment, that's fine.
14 But if he wants to rent each apartment for a week,
15 I got no problem with that, okay? Because what it
16 is, is the theory that renting makes it a
17 business, well, then that makes the long-term
18 rental a business, too, and they would have to
19 have all the things that a hotel had; am I right
20 or wrong?

21 AUDIENCE MEMBER: Right, right.

22 (Applause)

23 TRUSTEE MARTILOTTA: No, not for --

24 MR. SWISKEY: No, no, I'm asking the lawyer,
25 because he has to interpret the code. Am I right?

1 TRUSTEE MARTILOTTA: No.

2 TRUSTEE PHILLIPS: No, because you have
3 two --

4 MR. SWISKEY: Is a rental like -- all right.

5 TRUSTEE MARTILOTTA: Long-term rental is
6 different.

7 MR. SWISKEY: How is it different?

8 TRUSTEE ROBERTS: It's a residential use.

9 TRUSTEE PHILLIPS: Because it's two-family
10 zoning.

11 MR. SWISKEY: Well, so is -- a residential
12 use is then renting this apartment, right? So if
13 I rent it for a week and I meet all the codes,
14 that's a residential rental, right?

15 The problem with the Airbnb is -- was not
16 the long -- not the apartments that are basically
17 -- the problem with the Airbnb at the time, and I,
18 when I brought it up, was people have one room
19 upstairs that they're renting for two days. Now
20 that's a hotel or a motel. That's the problem
21 that needed to be addressed, not this getting way
22 out of hand there, you know what I mean?

23 Granted, I'd like to see, you know -- but
24 people have rights. Now Salem there represented
25 the people in Southold, and I said that he would

1 lose, because, you know, they didn't -- but in the
2 village, the village has picked at this so long
3 that it's almost made it quasi legal. I can
4 remember when this Board not too long ago said,
5 "Oh, we'll cover them under the rental code and
6 that will be the end of it." Well, when that
7 point was, you basically said these things are
8 okay. So he's got a good shot with his
9 grandfather clause, because I assume he's read all
10 the minutes for the last four years for the
11 Village Board.

12 Now to make this thing equitable -- all
13 right. I understand, Doug. I'd like as much time
14 as Salem and Mrs. Moore had, basically, but I'm
15 not going to use that much.

16 Basically, I -- what I think you need to do
17 is not two weeks. You can make four rentals a
18 month if you have a real apartment. That's a
19 kitchen, a bathroom, and whatever else. Now that
20 makes it fair for the people that have these
21 things, because what could happen is somebody
22 comes in, "I want to rent it for Saturday, Sunday
23 and Monday." Well, then he can't rent again for
24 11 days. But if he goes to the next Saturday,
25 Sunday and Monday, you know, he's got a chance to

1 survive. And anybody that wants to rent it for a
2 week, that's fine.

3 The two-week minimum is not -- that's just
4 hurting people and it's not helping anybody. And
5 houses in this village are just up. But the real
6 problem with the Airbnb, and it could be solved
7 simply by your Building Inspector going around,
8 "Hey, you're renting, you're acting as a motel,
9 that's a business," all right, and, "Where's your
10 fire escape? Where's your smoke system, your
11 sprinkler system?"

12 Anyway, that's all I've got to say. Bye.

13 (Applause)

14 MR. CHEESEMAN: Brian Cheeseman, 515
15 Carpenter Street. Thank you, Mayor and Board, for
16 the time, and everyone else here.

17 AUDIENCE MEMBER: Can't hear you.

18 MR. CHEESEMAN: Can you hear me now?

19 MAYOR HUBBARD: I can hear you, yes.

20 MR. CHEESEMAN: Okay. Thank you for your
21 time, Mayor and Board. I want to say that I'm in
22 support of short-term rental regulation in
23 general. I think it's very important for the
24 long-term direction of Greenport. I just think
25 that it has to be a balanced and measured

1 approach. And I think that the law that's
2 currently drafted has a lot of very serious
3 unintended consequences because of the language
4 that's in it. But I think there is a way to get
5 it right, and I have some ideas for that and I'll
6 get into in a second.

7 About the way the law is written now,
8 there's a couple of big issues that I see. First
9 is it still allows unlimited rentals in two-family
10 homes in one unit for the year, so it could be
11 rented 365 days a year, and investors can still
12 come in and buy those houses. And the entire,
13 almost the entire Village of Greenport is zoned as
14 a two-family home, Doug, as you mentioned earlier.
15 And so they can buy almost any home in the village
16 and convert that, if it's a one-family to a two,
17 if it fits the requirement in the code, and use
18 the one unit as their seasonal when they visit,
19 and then rent the other one 365 days out of the
20 year, which does not add any long-term housing
21 stock to the village, which was the intention.

22 Another issue that was mentioned earlier is
23 that it allows unlimited rentals of partial home
24 if an owner is present. This is a B&B. So it's
25 basically saying that anyone can go and get a

1 rental permit and open a B&B. It's saying the
2 entire village can become a B&B and all they need
3 is a rental permit. You don't have to have
4 parking off street like B&Bs do, you're not capped
5 at three rooms like B&Bs are, you don't have to
6 have the hedges that B&Bs do, you don't have any
7 of that stuff. That doesn't make any sense to me.
8 And the last thing is it doesn't tax rentals,
9 which they should.

10 And so the question is how do you create a
11 law that adds to affordable housing and rises all
12 ships and not just some ships? And I think you do
13 it a couple of different ways. First, you cap it
14 in the number of days that someone can short-term
15 rent a year, not a 14-day minimum, but a cap of
16 the total days a year they can rent, and I think
17 that should be about 95 days. That let's people
18 that are primary residents, but they summer
19 elsewhere, rent their place, that lets snowbirds
20 rent their place when they're not here, and it is
21 a decent number that other jurisdictions around
22 the country have done.

23 Second is that you tax short-term rentals a
24 decent amount, I think up to 10%, on revenue. And
25 this is a unique circumstance where you should --

1 you're lucky you find yourselves in this instance.
2 Almost all short-term renters are saying they're
3 happy to pay a tax. You should tax them.

4 Two minutes? Thank you.

5 You should take them up on that and tax
6 them, and that will create a lot of additional
7 revenue for the village. And then how you use
8 that revenue is the question. One, I think you
9 hire someone to enforce the law, because
10 enforcement is going to be the hardest part about
11 any law that you pass. And this, if you tax
12 people, you can hire someone and pay for itself,
13 and enforce the law that you pass.

14 Two, you can use the other funds to
15 subsidize affordable housing in some way. You can
16 subsidize the commercial waterfront in some way.
17 Or, if you don't want to do any of those things,
18 you can just use it to add to your budget and
19 everyone can pay less taxes. But taxing people,
20 short-term renters, I think is a must of any law
21 and it just makes sense.

22 And I think, really, the question to -- the
23 question that you should try to answer of how to
24 create long-term affordable housing, and the
25 answer to that is you need to add more rental

1 stock to Greenport. You need to get the LWRP
2 update that's out there in place, because there's
3 a lot of good ideas in there that needs to be
4 passed.

5 You should add to the housing stock on top
6 of the commercial buildings on Front and Main
7 Street, because there's an opportunity to add
8 housing there. You should pass zoning that allows
9 for ancillary units like carriage houses and
10 garages that have been converted that are safe
11 structures and pass all DOB tests to be used as
12 residences. This will create housing stock. That
13 and the taxes and the subsidies of taxing
14 short-term rentals I think will create and help
15 create a long-term -- thank you -- a long-term
16 benefit for all of Greenport, and not just a law
17 that, you know, helps a select few and severely
18 punishes others.

19 Thank you very much.

20 (Applause)

21 MS. ALLEN: Chatty Allen, Third Street.

22 A comment was made the world is changing,
23 and basically get on board. I'm a Stirling baby,
24 and, yeah, this village has changed through the
25 years. The past couple of years it really hasn't

1 been for the better in a lot of ways. Housing is
2 part of it. When you see the amount of homes that
3 lay dormant because they're only used for
4 short-term rentals, to have people that are buying
5 homes say, "Oh, if I couldn't short-term rental, I
6 never would have bought this property." We've had
7 a lot of pulling at the heart strings tonight.

8 "Oh, we bought this house when my child was small
9 and the only way we can afford it is to short-term
10 rental," or this is -- "I have four houses here
11 and the only way I can afford them is to
12 short-term rental." I'm sorry, but the village is
13 not responsible for your bills, plain and simple.

14 A comment was made about bed and breakfasts
15 not wanting this to go on because they don't like
16 short-term rentals. That's not the case.
17 Short -- bed and breakfasts have to follow a great
18 deal of rules and regulations. You are not
19 requiring this of short-term rentals. You are not
20 outlawing short-term rentals. As of right this
21 moment, short-term rentals are illegal, because
22 it's not within the code.

23 AUDIENCE MEMBER: Not true.

24 AUDIENCE MEMBER: It is true.

25 MS. ALLEN: There's no provision for a --

1 for a business in a residential area without
2 having approval via variance, or whatever. So
3 they're not legal with what they're doing right
4 now, so I don't understand how they could even be
5 grandfathered into this.

6 People are saying, "Oh, well, it's going to
7 be hard to enforce." What's to -- what's going to
8 be hard to enforce? Everyone has to have a rental
9 permit. You go on these Airbnbs, oh, a house is
10 on da, da, da, da, da, da, da, Fourth Street.
11 "Hey, we got a rental permit for them?" "Nope."
12 Shut them down. It's not going to be hard to
13 enforce, just like you do with the regular permits
14 that go on in there.

15 And, yes, it can help with the housing
16 stock. There's a lot of two-family homes where
17 both places are being short-term rented. If this
18 law is in effect, where one of them has to be
19 owner-occupied or year-round-resident occupied,
20 they can still short-term one and have someone in
21 the other, and, yes, that will bring some housing
22 stock.

23 And it was also brought up the fact that
24 we're losing people to work in this village. I
25 grew up here, and I can walk around and go, "Oh,

1 my God, I don't know anyone." Go past five houses
2 in a row, that I used to know who lived in every
3 single house here. And then in the wintertimes
4 you go through and all these houses are dark,
5 because there's nobody here.

6 Like Colin said, pretty soon, we're not
7 going to have a Fire Department, because we're not
8 going to have the people living here. It doesn't
9 matter how much short-term rentals bring into the
10 village money-wise. We need the bodies in here to
11 keep this village alive and thriving.

12 And I feel that if you do it owner-occupied
13 or year-round, and you are being generous with --
14 if it's not owner-occupied, you can do it up to 14
15 days, that's it. Anything under -- 29 days and
16 less is considered a transient use. You're giving
17 them half of that to be able to rent out. I think
18 that's very fair.

19 And as far as being threatening with
20 lawsuits and tear-jerk, you know what, I have a
21 hard time. I know a lot of people that are
22 looking for places to live. I don't feel it is
23 the Mayor and this Board's responsibility to keep
24 my roof over my head. I'm sorry. Thank you.

25 (Applause)

1 MAYOR HUBBARD: Okay. Anybody else wish to
2 address the Board? You want to?

3 MR. MILOT: Yes. Hi, everyone. I'm Chet
4 Milot, at 619 Carpenter Street. So --

5 MS. BRAATEN: Can you spell that?

6 MR. MILOT: Yeah, last name is Milot,
7 M-I-L-O-T.

8 So, look, I definitely agree that there
9 needs to be some sort of regulation. I understand
10 the housing crisis. The Board may be familiar.
11 I've written a few letters with my story. I grew
12 up coming to the North Fork forever. I still have
13 a ton of family out here. Love the North Fork,
14 right? So saved my butt off for the last five
15 years, I'm 28 years old, to afford to buy a house
16 here in Greenport. Bought the house, poured a ton
17 of money, time into the property, fix it up, it's
18 beautiful. My grandfather, who lives in Peconic
19 Landing, comes over, he keeps the hedges trimmed
20 when I'm not here, he waters the flowers for us.

21 I think the biggest issue -- and it's not a
22 financial thing for me. I can maintain the
23 property if I don't short-term rent it, right? I
24 wouldn't put myself in that situation, it's not
25 that situation. The biggest thing for me is that

1 the Board really looks at the data and the
2 evidence when they're making this law, right?

3 So I work in quantitative finance for a
4 living, and everything, every decision we make
5 when we're investing on behalf of pension funds,
6 sovereign wealth funds, institutions, it's based
7 in data, right? This law has been on the books
8 enabling short-term rentals. Everyone's arguing
9 it, whether or not, but short-term rentals have
10 been happening in Greenport for a very, very long
11 time. So the Board really, really needs to look
12 at data and evidence, real data, real evidence,
13 before they make a decision, because I see things.
14 I see things on Facebook, I hear gossip. People
15 throw out numbers about how much money short-term
16 rentals make, and they're just not true. You need
17 to do the research. You need to pull the data
18 from Airbnb. You need to pull the data from the
19 census. You need to sit down with those that
20 short-term rent. And we need to work on this
21 together, because enacting the law as it's
22 proposed is going to adversely affect a lot of
23 people.

24 And, again, I agree that there needs to be
25 some regulation, but it needs to be based on fact

1 and on data, and I just do not see that. I
2 understand you've been talking about this for six
3 years, but I haven't seen anything published on,
4 you know, the economic negativity that may happen
5 or positivity in passing this law.

6 So I think we need to work together to come
7 up with a better solution. But the one proposed,
8 the 14-day rental, people don't want to rent that
9 long. And, frankly, you're going to get two
10 rentals in a month for maybe three or four days.
11 That's just not going to do it to maintain the
12 property, the costs with running the property.
13 Even just keeping -- you know, tomorrow I have
14 four appointments for exterminator, I've got an
15 electrician. You know, these are old houses, it
16 costs a lot of money to maintain them.

17 And I hope to be in Greenport full-time some
18 day. You know, again, I grew up coming to the
19 North Fork. My fiancée and I spend as much time
20 here as possible. We spend a ton of money. All
21 of our discretionary money goes into the house and
22 into the village, into the businesses. We have
23 friends come visit, my family spends holidays out
24 here.

25 So I think there's got to be a better

1 solution, whether it's a one-week minimum or a
2 certain amount of days. I think there's a better
3 solution that will help with making this a better
4 law for everyone.

5 And I guess the last point would be that,
6 you know, if you make it a 14-day minimum, I'm not
7 going to rent my house year-round. I want to be
8 able to use it, right? I want to be able to be
9 here as much as possible. My career, my job
10 requires me to be in New York City, but every
11 second I can spend out here is great for me and
12 for my fiancée and our future kids.

13 So, you know, I would just say that as far
14 as the housing crisis, I understand it's a major
15 crisis, but this isn't going to solve it, because,
16 you know, I'm not going to put my house up for
17 rent year-round if this law is enacted.

18 So I just encourage you to really dig into
19 real data, real facts, not go by gossip or hearsay
20 when making this decision. And then I'd also just
21 encourage you to work with people like myself who
22 short-term rent, do it responsibly, just to come
23 up with a more creative solution to this problem,
24 because I really feel the law the way it's written
25 just does not solve the majority of issues that

1 have been presented.

2 (Applause)

3 MS. ANTONIADIS: Good evening, Board, and
4 thank you for this opportunity to speak to you.
5 The first thing I'd want to address is facts --

6 MAYOR HUBBARD: Do you have an address
7 there?

8 MS. ANTONIADIS: Oh, yes, sorry.

9 MAYOR HUBBARD: Just for the
10 transcriptionist.

11 MS. ANTONIADIS: Sofia Antoniadis, 857 Main
12 Street.

13 I'd like to first address facts, laws,
14 rights, and evidence and data. And I didn't see
15 anyone submit, but the HUD rates, the H-U-D rates
16 for Suffolk County happen to be one of the highest
17 in the nation, and actually are higher than the
18 City of New York rates, and I can provide that
19 data for you.

20 The other data is that the State does not
21 address one and two-family homes in their rental
22 law, because the one and two-family home is a
23 sacred place, it's a private home. It's a private
24 residence, whether it's one and two-family. The
25 State does address three-family and over.

1 The word transient, the way I interpret it
2 in the Village Code, is used for sleeping quarters
3 without a kitchen. The word transient does not
4 mean someone renting day to day in a dwelling
5 unit, which is a home or a -- something with a
6 kitchen and a bathroom. So a one and two-family
7 home has one or two kitchens, they're dwelling
8 units, they are rented in its entirety. They're
9 very different from the word -- the transient
10 that's referred to in the code, which applies to
11 bed and breakfasts and boarding homes.

12 The State of New York does not have any
13 definition for short-term rentals, because that's
14 a new term that's come about in the past few
15 years, you know, because of Airbnb, and it's
16 currently going to be defined in the New York
17 State Code, so that will be great.

18 And the other item that is constantly being
19 spoken about is how many days should these
20 businesses, one and two-family private residences,
21 be allowed to rent out their home. Well, anything
22 is arbitrary. And there is case law, because
23 there was once a 14-day -- I mean, a seven-day
24 stay on some of the laws, and that was thrown out,
25 so that won't hold up. There is -- that's

1 considered an arbitrary number.

2 So, anyway, let me read you my letter.

3 "The Village of Greenport, along with other
4 seaside villages, such as Orient, East Marion and
5 Southold, have historically been visited by many
6 people for close to 200 years. The visitors range
7 from families, couples and workers, mostly in the
8 summer season. It is undeniably that this is a
9 great part of the history of our maritime village.
10 Documented in numerous newspapers, articles, books
11 and other media sources, most of the visitors
12 would either rent an entire home or board at local
13 homes. Many of the residents looked favorably on
14 the summer visitors as a good source of income,
15 and some residents did not favor the visitors,
16 because they would be on vacation, and thus seek a
17 source of fun and entertainment and behave unruly.
18 Nonetheless, it has and has been an ongoing
19 historic characteristic of the North Fork, and
20 especially the Village of Greenport.

21 The rental of homes, regardless of their
22 length of stay, has been and is permissible in the
23 law in New York State and here. There are no
24 restrictions to the length and time of the rental
25 period, and to do so now would deform the very

1 characteristic that has helped cultivate the
2 village to its thriving position today and violate
3 homeowners' rights.

4 The very backbone of this village is rental
5 of real property to summer visitors. In the mid
6 1900s, there were no hotels in the Village, nor
7 bed and breakfast establishments. These were
8 developed to fill the need of travelers of the
9 village, but, basically, the rental of a home has
10 always been the basic substance of the rentals.

11 Moving the clock forward, the village has
12 evolved into a more robust village with several
13 formal hotels, even more bed and breakfast
14 establishments, and even more hotels eager to open
15 to fulfill the influx of visitors.

16 I dare say that banning or limiting home
17 rentals, or, as the village calls them, short-term
18 rentals, is violating the root of the very essence
19 of the village. Perhaps saying cutting off your
20 nose to spite your face says it all, because the
21 proposed law is self-destructive and will further
22 propel animosity and legal battles.

23 Currently, the rental of homes is being
24 targeted as being the culprit of many of the
25 village's problems. The village's cited" -- "the

1 problems cited are noise, parking, housing and
2 unruliness. These problems are not new, nor are
3 they a result of a short-term rental tenant. In
4 fact, many of the local problems, such as lack of
5 parking, garbage, loudness and rowdiness are most
6 certainly attributed to the consumption of
7 alcohol. Yes, alcohol, the very product that was
8 outlawed in 1820 by the temperance movement.
9 Again, outlawed in 1826, 1890, and then outlawed
10 nationwide from 1920 to 1933. In fact, the
11 18th Amendment made it illegal to consume, sell or
12 create alcoholic beverages.

13 So our Village of Greenport has become, in
14 my eyes, a modern day Babylon, the Commercial
15 District, no more than a strip of saloons, bars,
16 restaurants and tourist stores. The Village Board
17 should perhaps think about restricting the
18 consumption of alcohol. Perhaps a curfew of
19 10 p.m., or why not a moratorium on all alcohol
20 licenses, or ban alcohol in its entirety to
21 commercial areas?

22 Alcohol is not a right. It serves no other
23 purpose but to get people drunk, extract money,
24 and inebriate them. And the North Fork of Long
25 Island has in the past had some of the highest

1 teen drinking statistics. Why you say? It
2 creates business. And yes, it does, but not the
3 kind of business that is nurturing our village.
4 The Village of Greenport perhaps is a feel-good
5 village, but our commercial district is not
6 supporting its homeowners. There's no shoe repair
7 store, there's no local hardware store. I can't
8 find socks or underwear, except by traveling to
9 Mattituck or Riverhead. Now alcohol was a --

10 MAYOR HUBBARD: Okay. Can you wrap it up?
11 Your time is -- your time is up, please.

12 MS. ANTONIADIS: Yes. So alcohol was a hot
13 topic many years ago, and short-term rentals are a
14 hot topic today and across the nation. And
15 there's a lot of emotion and very little facts
16 behind the proposed law of our village, just as
17 stated at the Village Board work session
18 September 20th.

19 Currently, the State Assembly and the State
20 Senate are working on two bills to put forth new
21 laws and definition that revise housing laws, and
22 the bodies, State bodies are very well informed
23 and understand the delicate nature of short-term
24 rentals in neighborhoods and have provided a sales
25 tax provision, something that was not required in

1 the past.

2 I appeal to you to put aside the current
3 draft and continue issuing rental permits and
4 registrations, and continue with inspections, and
5 work with the current laws that are in the Village
6 Code.

7 (Applause)

8 MAYOR HUBBARD: Is there anybody else who
9 wish to address the Board?

10 MR. KATSH: Can I have another two minutes,
11 please?

12 MAYOR HUBBARD: Okay. We normally don't
13 allow repeats, but make it brief.

14 MR. KATSH: No, it won't. Just I hope we
15 don't restrict alcohol. We won't be able to get
16 Judge Kavanaugh to visit. He loves beer. What
17 can I say?

18 (Laughter)

19 MS. CLARK: Seriously, that's what you gave
20 him two minutes for?

21 MR. KATSH: Anyway, I want to make a point
22 that my good friend, Pat, did make very, very well
23 in the past, and it's to clarify some confusion
24 that people have on a kind of thorny legal issue
25 in the zoning law.

1 There have been some comments that
2 short-term rentals have always been illegal in
3 Greenport, because the zoning law says that any
4 use that's not expressly stated is prohibited, and
5 that's what the zoning law says. And then it has
6 what the permitted uses are, and the permitted use
7 that's relevant here is a one-family dwelling.

8 Now the zoning law in R-1 and R-2 districts,
9 the zoning law regulates land use, not owner use,
10 land use. You can use the land in an R-1
11 District. It's zoned for one-family dwellings.
12 That's the allowed use.

13 Now, they don't allow chewing gum, they
14 don't allow ping-pong, they don't have to, because
15 the allowed use is to have the dwelling. And when
16 you have the dwelling, then you can use it any way
17 you see fit that's not otherwise prohibited
18 someplace else in the code. Like you can't have
19 certain signs, you can't have certain lighting.
20 All that's regulated elsewhere in the code. But
21 the zoning law doesn't prohibit short-term
22 renting. It doesn't prohibit you from having your
23 great-great-uncle staying there, and doesn't
24 prevent you from having artist classes, or chess
25 games, or contests, or parties, whatever.

1 MAYOR HUBBARD: Okay.

2 MR. KATSH: So the point I'm making is that
3 the grandfathering issue is very real, because the
4 use has been always allowed. And as somebody
5 said, if it wasn't permitted for these 100 years,
6 then no rental would have been permitted. If you
7 take the argument that some people made to the
8 logical extreme, it's no use that -- no rental
9 would have been permitted.

10 So it's a legal point, but it's important
11 that people understand -- sorry to look at the
12 audience. It's important that people understand
13 that renting short term is and always has been
14 allowed and qualifies for the nonconforming use
15 statute.

16 Thank you very much.

17 MAYOR HUBBARD: All right. Thank you.

18 MR. KATSH: I also want to say that my
19 clients have thousands, hundreds of thousands of
20 dollars. Excuse me. My clients have hundreds of
21 thousands of dollars invested in their properties.
22 A hearing for two hours and ten -- no, not even,
23 because there were other matters, that allows us
24 to comment for five minutes --

25 MS. CLARK: This is the fourth hearing.

1 MR. KATSH: Well, it's the first hearing on
2 this bill. Five minute --

3 MS. CLARK: No, it isn't.

4 MAYOR HUBBARD: All right. Let's -- he's
5 wrapping it up. Just finish your comment, please,
6 and let's --

7 MR. KATSH: Five-minute comments, with no
8 input from the Board at all, virtually, is not
9 really in my view a great way of going about
10 elucidating the issues. I would recommend two
11 days with lengthy periods, with submissions in
12 advance, with real data.

13 The person who just spoke made a very
14 important point, that, with all due respect, I
15 don't think you have empirical evidence on almost
16 any issue. Impact on the economy, impact on
17 market prices, impact on housing availability,
18 there are people who can provide this, there are
19 experts.

20 And so thank you again for your --

21 MAYOR HUBBARD: Okay. I could just respond
22 on one thing you just said there. This has been
23 talked about for six years. These people have had
24 six years to discuss this and come to meetings.
25 It's been advertised, it's been talked about. To

1 say it's a two-hour meeting with five minutes
2 each, they've had six years to do it. Where were
3 they?

4 MR. KATSH: Where's the evidence on this
5 bill?

6 MAYOR HUBBARD: What's that?

7 MR. KATSH: Where is the evidence relative
8 to this bill? You said in one of your working
9 sessions there are no complaints, there's not a
10 single official complaint about short-term
11 renting.

12 MAYOR HUBBARD: Correct.

13 MR. KATSH: So what are you trying to
14 achieve?

15 MR. PROKOP: I would encourage the Board to
16 take comments and not respond --

17 MR. KATSH: I would love to --

18 ATTORNEY PROKOP: -- especially to
19 attorneys.

20 MR. KATSH: No, that --

21 (Laughter and Applause)

22 MR. KATSH: You know, with all due respect,
23 Mr. Town Attorney, that kind --

24 MR. PROKOP: I'm not the Town Attorney, I'm
25 the Village Attorney.

1 MR. KATSH: I'm sorry, Village Attorney. I
2 didn't mean to insult you.

3 ATTORNEY PROKOP: You know, we've already --
4 it's already been said four or five times that --

5 MR. KATSH: That kind of comment --

6 ATTORNEY PROKOP: The word "litigation" has
7 been used several times tonight, and I'd just
8 encourage the Board not to enter a discussion.

9 MR. KATSH: That kind of comment can taint
10 this whole proceeding. You can't -- this is the
11 place to have comments from the Board.

12 MR. PROKOP: We're looking for your
13 comments, not --

14 MR. KATSH: But we're looking for your
15 comments, aren't we?

16 TRUSTEE ROBERTS: Come to the work session.

17 MS. CLARK: Right.

18 MR. KATSH: Yeah. Thank you, sir.

19 MAYOR HUBBARD: Okay.

20 (Applause)

21 MS. SWANN: I'm not going to have my son
22 speak for me, don't worry.

23 (Laughter)

24 MS. SWANN: I am, as Greenport is
25 Greenport --

1 MR. SWANN: You're in trouble.

2 MS. SWANN: I didn't touch it. So my
3 primary concern with any of this is the impact
4 that it has on the kids and the school. I'm all
5 for people doing what they want to do with their
6 own money, but when we don't have kids in the
7 school because the parents can't afford to live
8 here -- wait. Let me just back up a second. I'm
9 really, really disappointed that I don't see any
10 locals, I've seen complaining about not being able
11 to get a rental, here tonight to talk about it.
12 That's very --

13 AUDIENCE MEMBER: There was one.

14 MS. SWANN: That's very concerning to me,
15 that people aren't here speaking up for their
16 right to live in the place they were born.

17 I personally fell into a great situation
18 where I get to have the house I grew up in as my
19 own home. It's a two-family home, and I rent the
20 other apartment year-round, full-time to a great
21 tenant that's Greenport, too.

22 I'm concerned that all of these houses that
23 are being purchased for rental purposes are not
24 contributing back to our community. Yes, dining
25 at the restaurants is one thing, buying stuff at

1 the shops is another thing, but contributing to
2 the community in which you own property is also a
3 very important thing. We need you to support
4 fundraisers. We need you to show up at football
5 games. We need you to show the kids of our
6 community that you believe in them, and that you
7 want them to have a good life here. You don't
8 want them to have to pick up and leave because
9 their parents can't afford the house that they've
10 lived in for all of their lives.

11 So that's my one request, is that you think
12 of future generations as we mold our Greenport
13 into what we want it to be, because we do have
14 that power. Think about -- Ian said it best.
15 Think about the horizon and what's ahead of us,
16 because we don't want to go into a place where
17 we're Montauk. I don't want to be Montauk. I
18 don't want to be a trade parade in and out of town
19 every day. I don't want to be the ferry backed up
20 all the time because you can't get across, because
21 everybody's coming this way now instead of going
22 to the South Fork.

23 I've been here, lived here, I've seen the
24 changes, some good, some bad. Tourism did not
25 start in 2010. I graduated high school in '98 and

1 had a great job as a bus girl back then, so it
2 definitely did not start in 2010.

3 Yeah. See, I didn't -- I didn't plan to
4 speak, so my mind's a little kerfuffled. And for
5 the lady that talked about outlawing alcohol, I
6 really found it ironic, because we all know
7 Greenport was huge in bootlegging during
8 Prohibition.

9 (Laughter)

10 MS. SWANN: No, thank you.

11 (Applause)

12 MAYOR HUBBARD: Okay.

13 MS. WADE: I know I spoke before, but I need
14 to clarify what the lawyer said. I'm sorry if I'm
15 jumping ahead, but it's -- yes, dwelling unit is
16 not the use in an R-1 and R-2, residential is the
17 use. And also specified are home occupations that
18 would be allowed, as long as the primary use was
19 residential, and the business was ancillary to the
20 residential use. And residential is understood to
21 be at least 30 days or more, not transient, which
22 is defined as shorter than that.

23 MS. DOUGHERTY-JOHNSON: I'm Lily
24 Dougherty-Johnson, 51 Washington Avenue. I'll
25 spell my last name. It's D-O-U-G-H-E-R-T-Y,

1 hyphen, J-O-H-N-S-O-N.

2 I wasn't planning to speak either, and I'm
3 still confused about this and kind of undecided.
4 Or not undecided. I'm just -- it appears to me
5 that everyone talking has like different ideas of
6 what the law actually means, because what it's --
7 as I read it and heard people talking about it,
8 what it sounded like is that you could short-term
9 rent, as long as it's owner-occupied. And I think
10 that's a question, like how do you define
11 owner-occupied, because I know there are second
12 homeowners who may be -- like do we measure how
13 many times they come out, or how many days they're
14 in that residence?

15 And I don't really have a problem with
16 second homeowners like renting out the house, and
17 I've rented my house on Airbnb, a room in it, as
18 well as the whole house. So to whoever was saying
19 before nobody wants to rent a house that somebody
20 lives in, not true, because I've done it. And
21 not true that people don't want to rent in a house
22 that someone else is staying in, because I've also
23 done that. And I do -- may want that possibility
24 to like help pay my bills, as somebody who grew up
25 here and is trying to continue to live here.

1 But what I am concerned about is houses that
2 no one lives in that maybe are -- somebody owns
3 multiple houses and they're just renting them out,
4 because that does take away rental stock. And I
5 know people are saying that it doesn't, but I know
6 there's a house on my block that people are
7 renting, and now it's being renovated to become a
8 short-term rental. So that -- I mean, the people
9 have to go somewhere, like they were living in a
10 place and now they're not.

11 Yeah. I don't know. I have a lot going on
12 in my head, too, but I think -- I think what Ian
13 said about doing something really does make sense,
14 because we can always change it. But continuing
15 to let everything go on without putting in --
16 check in some way, when I think you can see that a
17 lot of people want something done. And maybe it's
18 not all exactly the same thing, but I think even
19 the people who are kind of on different sides of
20 this issue are -- actually, there's more
21 commonality. Because the woman talking about
22 alcohol, I think a lot of the people that come
23 here, they're coming to party. Like they're
24 coming -- and, I mean, I'm not -- I don't think
25 we're going to change Greenport. I don't think we

1 should in that way, necessarily, or whatever.
2 People can do whatever they want. But the reason
3 you can't buy socks is because there's not enough
4 people who live here year-round who shop in the
5 stores who buy socks.

6 So we all kind of want some of the same
7 things, and I think there's a way to get there,
8 and, hopefully, you guys can figure out exactly
9 what it is. Thank you.

10 (Applause)

11 MS. KEHL: Joanne Kehl, Fifth Avenue.

12 As far as there are -- with all the rentals,
13 whether they're short-term or long-term, no matter
14 how you look at it, it is a commercial business.
15 Short-term, long-term, commercial business,
16 because if someone has 40 houses out there, two
17 houses, five houses, that's a commercial business
18 for them that they are renting.

19 I also disagree with the owner-occupied and
20 the two-family homes. Year -- we used to manage a
21 year-round, or -- excuse me -- was previously a
22 year-round home, it changed to a short-term rental
23 home. And after that -- which we realize is the
24 damage that has been done with the year-round
25 rentals, opposed to the well -- the way the Airbnb

1 -- the Airbnb people have kept up those homes is
2 immaculate. We sometimes walk into -- at that
3 time, walked in the homes and were -- barely
4 noticed that someone stayed there. They keep the
5 outsides of these homes up, they repair them, they
6 keep it up to snuff. And it's amazing. You can
7 drive around and try to pick out the Airbnbs
8 versus a long-term rental.

9 I think one of the things that really needs
10 to be straightened out before you even consider
11 straighten out the small -- the short-term
12 rentals, is straighten out the illegals and the
13 overcrowdedness in these homes. If you did that
14 and weeded out the illegals -- and when I mean --
15 when I say that, it's not including the people
16 that have their right to be here in reference to
17 their green cards, or anything like that. These
18 are true illegals that are working in our area,
19 living in our area, and crowding homes up to 30
20 people per home. And, of course, the landlords
21 are at -- are part of the problem.

22 There was mention today about three to five
23 percent are short-term rentals. So 75% -- excuse
24 me. Ninety-five percent to 90 -- to 95 to 97% are
25 long-term rentals? Is that what the rate -- even

1 if you say there was 10% short-term rentals, 90%
2 long-term rentals, that's a big deal. Five
3 percent is nothing, 10% is nothing for short-term
4 rentals.

5 I don't know where the big beef is. We need
6 to have those people -- thank you, Doug. We need
7 to have those people here. The people coming out
8 for the Airbnb, our Business District, if they go,
9 they're out of there, those people will not come
10 here.

11 We have built up this community so much in
12 the last -- quite a few years, and what do we do?
13 All of a sudden throw all that away? This is what
14 it's all about. Greenport is here, and we need to
15 make sure that we have those people still coming
16 in. There's many places that they do not have a
17 place to stay, and these Airbnbs are really truly
18 needed.

19 I have a friend that has a single-family
20 home that actually has to rent his home out,
21 because he needs to make ends meet. This is
22 important. What do you do? So he -- so he rents
23 part of it out. If this doesn't go through,
24 people like this, who are trying to earn a hard
25 living, are not going to be able to sustain or

1 still live in our community. It doesn't make
2 sense to me. Thank you.

3 (Applause)

4 MS. CLARK: Hi. Lucy Clark, 327 Fifth
5 Street, Greenport, New York.

6 You know, I'm a lifelong Greenport resident.
7 I'm actually fifth generation Greenporter. And I
8 was just able to purchase my family home, like
9 Kim, two years ago, the home I grew up in, and
10 that was a dream come true. However, I know my
11 reality is, if I can't afford to live in it, I'll
12 have to sell it and I'll have to move. That's my
13 reality. That's my children's reality, they're
14 going to have to move. They can't afford it here,
15 that's reality.

16 Chatty said it best. It's not our
17 responsibility to subsidize someone's second home,
18 first home, it's just not our responsibility. I
19 don't feel that we should carry that burden. And
20 I'm not saying that your law is going to allow my
21 children to stay here, that's not my point. If
22 you can't afford to live here, sell your home and
23 find a place you can afford to live. I just --
24 that's the bottom line for me. And if that's my
25 truth, then that's my truth. I hope that it won't

1 be. I hope one mortgage payment at a time I get
2 to stay here and work here.

3 And, you know, that's my cousin up there
4 that died in a fire. I've got some serious heart
5 strings I could pull, too, but I'm going to keep
6 it real. You know, if I can't afford it, I can't
7 afford it, and I'll have to move.

8 But I thank you. I know you have a
9 challenging decision ahead of you. And like I
10 I've always said before, search your heart and do
11 what's right. Just do what's right, that's what
12 you're put in this position for. You ran for
13 office, we elected you, and it's not always an
14 easy, pleasant job, but thanks for being here and
15 serving us.

16 (Applause)

17 MAYOR HUBBARD: Okay. Is there anybody else
18 who wishes to address the Board on this public
19 hearing?

20 MS. BALZARETTI: I just wanted to say,
21 because the gentleman in the back said something
22 about --

23 MAYOR HUBBARD: What's that?

24 MS. BALZARETTI: -- somebody purchasing two
25 adjacent homes, and he had like a beef about that.

1 My son purchased those homes. He uses those
2 homes, just like the other young gentleman said,
3 comes out whenever he can. He's expecting a baby,
4 so they're hoping to come out even more when they
5 have the holidays, Christmas. So he didn't buy
6 them as a business proposition, he bought them
7 because he wanted to be here and enjoy being in
8 Greenport, also. So it wasn't --

9 MAYOR HUBBARD: Okay.

10 MS. BALZARETTI: It wasn't a commercial
11 thing.

12 MAYOR HUBBARD: Okay.

13 MS. PETERSON: I promise I'll keep it brief.
14 I said I wasn't going to talk tonight, but too
15 many things have been mentioned.

16 Diane Peterson, P-E-T-E-R-S-O-N, 228 Sixth
17 Avenue. I'm a 38-year resident in the Village. I
18 work at the local high school. I worked on the
19 North Fork that entire time. I've raised four
20 children, none of which who can afford to live
21 here.

22 You are at a crossroads in this village
23 where we are changing historically from what
24 Greenport was to being taken over by a wave of
25 tourism. You don't have an easy choice, but I do

1 think you do have to strike a balance for the
2 people that have lived here for a long time and
3 want to stay here, and possibly our children, and
4 those that are coming in new to the village. We
5 all love it for the same reasons.

6 It's not an easy job, but there's got to be
7 a balance, it can't all be one way. You need to
8 do something with this law that's fair and
9 balanced for everybody. Thank you.

10 MAYOR HUBBARD: Thank you.

11 (Applause)

12 MAYOR HUBBARD: Anybody else wish to address
13 the Board on the public hearing?

14 (No Response)

15 MAYOR HUBBARD: All right. I'll offer --

16 TRUSTEE ROBERTS: Mr. Mayor, I have a couple
17 of short letters. Can I read them into the
18 record?

19 MAYOR HUBBARD: Okay.

20 AUDIENCE MEMBER: Keep it under five
21 minutes.

22 (Laughter)

23 TRUSTEE ROBERTS: Let's do it.

24 (Laughter)

25 TRUSTEE ROBERTS: Okay?

1 "Village Board, for the past seven years, my
2 wife and I had been proud residents of Greenport.
3 We are products of local school districts, and had
4 hoped to raise our two children within the
5 village. I've also served for the past three
6 years as an Assistant Fire Chief for the East
7 Marion Fire Department."

8 (Timer Sounded)

9 TRUSTEE ROBERTS: It's only been one minute.

10 "An organization that has been called upon
11 to provide mutual aid when needed to Greenport.
12 We have been able to live here via rental
13 properties which were affordable to our family.
14 The beginning of this year, we found out that our
15 rent would be raised at the end of our lease, and
16 began the hunt to purchase a home within
17 Greenport. Many of the homes we saw on the market
18 in Greenport beginning in January purchased solely
19 with the intention of being used as STRs. This
20 has caused prices to skyrocket compared to
21 corresponding hamlets, made it impossible to
22 achieve our dream of staying.

23 We have since purchased a new home within
24 the Hamlet of Southold, but regret not being able
25 to send our kids to Greenport Schools, and, more

1 importantly, not continuing to be part of the
2 fabric of the Greenport community."

3 And one more. I've only used a
4 minute-and-a-half.

5 "My name is Marc LaMaina, 119 Main Street.
6 I own and operate Lucharitos on the ground floor
7 of the building.

8 The new law, as I have read and understand,
9 is fair and just. It is a compromise between the
10 Village and those homeowners who wish to operate
11 their dwellings as STRs. Imagine for a moment if
12 homes on Fifth Street" -- excuse me -- "were
13 allowed to sell food on the weekends, or homes on
14 Second Street sold dresses and jewelry. Silly to
15 imagine, but we have homes all across the
16 residential village selling weekend lodging, and
17 the price being paid by the community as enormous
18 will continue to grow.

19 We as a village and the community must
20 demand accountability from these nonpresent
21 homeowners. This law does just that. How are
22 we" -- "as a proud Village of Greenport business
23 owner who employs 62 year-round employees, I want
24 my staff to be able to live in the village if they
25 so choose. I want my business to be able to

1 operate in February simply from the locals alone,
2 and I want my community to thrive 365 days a year.
3 I hope that's not too much to ask.

4 Thanks for your time. Marc LaMaina."
5 Thank you.

6 (Applause)

7 MAYOR HUBBARD: Okay. Any other comments?

8 (No Response)

9 MAYOR HUBBARD: All right. I'll offer a
10 motion to close the public hearing.

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 Okay. We're to the point for public to
22 address the Board. Does anybody have any comments
23 on any topics? Of course, Bill does.

24 (Laughter)

25 MR. KEHL: This is open to regular problems?

1 TRUSTEE ROBERTS: Yes.

2 MAYOR HUBBARD: Open comment.

3 MR. KEHL: How come when we --

4 MAYOR HUBBARD: Name and address, please.

5 MR. KEHL: Bob Kehl, 242 Fifth Avenue. How
6 come when we emailed --

7 MAYOR HUBBARD: Excuse me. Excuse me. We
8 still have a meeting going on.

9 MR. KEHL: We emailed the Code Enforcer
10 about violations next to our house, we get
11 nowhere. He doesn't come down. I went down to
12 the Village Hall last Friday morning to tell them
13 the guy has got an illegal sign on the church next
14 to us at -- what's it? Kranker there. He's got a
15 2-foot, a 2-foot by 4-foot sign out there, he's
16 got that jammed in there.

17 We called because they've had guys working
18 on Sunday, they've got compressors, saws,
19 everything covering the whole sidewalk down South
20 Street. Nothing gets done. He tells me that if I
21 can't get it -- he says, "I'll go check it out,
22 but if I can't get anywhere," he says, "I have to
23 go see Mr. Prokop so the Village can go after
24 him." Why do I have to do that? That's his job.

25 MAYOR HUBBARD: Okay. Any comment on these

1 complaints, Paul?

2 MR. PALLAS: I do know that Code Enforcement
3 has been to the location multiple times.

4 MAYOR HUBBARD: Uh-huh.

5 MR. PALLAS: You know --

6 MAYOR HUBBARD: Okay.

7 MR. PALLAS: -- I can't recall whether or if
8 violations were issued or how many, I just don't
9 remember off the top of my head, but it has been
10 visited multiple times.

11 MAYOR HUBBARD: All right. Can you look at
12 the file and find out?

13 MR. KEHL: Yeah, because I'd like to know
14 why nothing's being done.

15 MAYOR HUBBARD: We'll look at that and we'll
16 talk about it tomorrow.

17 MR. KEHL: I get really pissed off because
18 nothing's getting done. I pay taxes here.

19 MAYOR HUBBARD: Okay. No. If they're doing
20 that stuff on Sundays, that's not right, and I
21 will have a discussion with Paul and with Greg
22 tomorrow about it.

23 MR. KEHL: Okay. Thank you.

24 MAYOR HUBBARD: All right. You're welcome.

25 MR. SWISKEY: William Swiskey, 184 Fifth

1 Street.

2 In relation to what he just said, Bob just
3 said, are we closer to hiring a Building
4 Inspector? Because there are some complaints
5 around here that people can't get building permits
6 issued, they can't get COs, it goes on for months.
7 We have a Fire Inspector who spends how much time
8 as Building Inspector, how many hours a week?

9 MAYOR HUBBARD: Four.

10 MR. SWISKEY: Four?

11 MAYOR HUBBARD: Yeah.

12 MR. SWISKEY: No wonder nothing's --

13 MAYOR HUBBARD: He's got a full-time job.
14 He's filling in part-time to help us out. We've
15 canvassed both Building Inspector and Senior
16 Building Inspector lists and there's nobody
17 available on the list.

18 MR. SWISKEY: Well, maybe we have to hire an
19 engineer, or pay a lot money for somebody, because
20 you can't -- four hours a week is not going to cut
21 it with building permit. That's shocking.

22 You know, this was from a couple of builders
23 that want to do high-end projects that just can't
24 get permits. It's -- the Village has got to act
25 on that, and that's almost beyond me.

1 Anyway, I came here tonight for one reason,
2 to -- there were about three questions I want to
3 ask. Paul, this contaminated dirt on Monsell
4 Trail, is there any progress on it?

5 MR. PALLAS: I'm not sure what you mean by
6 progress.

7 MR. SWISKEY: Well, are we going to get rid
8 of it? Is it -- we made arrangements?

9 MR. PALLAS: There's a small amount of
10 the -- of it that will be removed, yes.

11 MR. SWISKEY: When will it be removed?

12 MR. PALLAS: Probably within the next month.

13 MR. SWISKEY: Within the next month. Is it
14 anyplace close to the water table, this
15 contaminated dirt?

16 MAYOR HUBBARD: No.

17 MR. PALLAS: No.

18 MR. SWISKEY: It's -- because both sides of
19 Monsell Trail basically are a swamp and -- but
20 this dirt isn't close to the water table. All
21 right. I'll skip. We'll move on from there. I
22 just -- that's, I mean -- I filed two FOIL
23 requests right after the meeting last Friday. And
24 five days I got a reply to one, but I didn't get
25 the reply to the one about the Genesys lawsuit,

1 and I know that's a document. Why didn't I
2 get it?

3 MR. PROKOP: The acknowledgment isn't due
4 yet, and when it's due, you'll get a response.

5 MR. SWISKEY: The acknowledgement was due
6 today, Joe. It's five days, that's what the State
7 Law says.

8 MR. PROKOP: It's not five days, it's five,
9 it's five business days.

10 MR. SWISKEY: It is five business days since
11 Friday, count. I could count. One thing I
12 learned in Greenport School, one, two, three,
13 four, five.

14 MAYOR HUBBARD: All right, Bill.

15 MR. SWISKEY: I mean, I'd like to see the
16 document to speak on it tonight. It's not being
17 kept from me for nefarious purposes, is it?

18 TRUSTEE PHILLIPS: Oh, come on, Bill.

19 MR. SWISKEY: No. I'm serious, Mary Bess.

20 TRUSTEE PHILLIPS: Come on, just come on.

21 MR. SWISKEY: I'd like to know why. In
22 other words, the document's sitting right there in
23 the office. All you had to do was make a copy of
24 it and put it on the computer and email it. It
25 ain't like it's -- you know, when you serve --

1 this is a paper you're served with, I have it.
2 You want a copy of it? I'll email you a copy
3 of it.

4 You know, that answer doesn't even hold
5 water, it doesn't flush. I don't know what the
6 rest of the Board thinks of it, but I think that's
7 ridiculous. I mean, it's time that somebody says,
8 "Hey, hey, this doesn't work with the public
9 anymore." And that's the Board's responsibility
10 to get that done.

11 Oh, and then I was -- the sewer, we spoke
12 about the sewer, and Paul mentioned 300 gallons --
13 I saw in the paper today 300 gallons per day. The
14 County uses that for the size of the septic
15 system. They know damn well the house isn't going
16 to use 300 gallons. You know what the average
17 village house uses? And it's in your -- it's
18 basically in had your sewer rates, because most
19 get a minimum bill for the sewer and that gives
20 you 3600 gallons, which is 120 gallons a day.
21 That comes to basically -- I wrote it down here
22 someplace. I think it was -- oh, God, I'm getting
23 old here. But, anyway, what I'm saying is it's
24 nowhere near 9,000 gallons a month.

25 We're using a false figure to save these

1 people money. I say use the same figure that we
2 use when we calculate the village thing. We're
3 going to basically lose \$180,000 by using this 300
4 gallon figure. That's just absurd. And I think
5 it's up to these Board Members to look into this.

6 I would tell my Treasurer I want to know
7 what the average residential, not commercial,
8 residential customer uses a month in sewer for
9 water, and I'll guarantee you it's nowhere near
10 300 --9,000 gallons of sewage, which would --
11 which would -- you know what I mean? Do you
12 understand what I'm saying?

13 We got gypped on the last Peconic Landing
14 thing and we got gypped bad. Now, in other words,
15 somebody said, "Well, we can charge them more."
16 We charge outside customers 200 bucks a year more.
17 So if you run that by 38 units, it's \$7600 a year.
18 That's not going to pay for a half a million
19 dollar pump station. 180,000 would give you a
20 good chunk of that, and I think it's time we stop
21 giving this valuable asset away.

22 As Mr. Mayor -- or as Mayor Kapell said in
23 the beginning, it's ours, we can make money with
24 it. Who do we owe it to? We don't owe it to the
25 people of the Town of Southold, we owe it to

1 ourselves. And if the Town of Southold really
2 cared, because they're the only ones who can
3 really afford -- cure this affordable housing
4 project, but they haven't got an interest. We got
5 no land, we got no spaces to make affordable
6 houses.

7 They just want to dump this one project up
8 on that swamp on the North Road, which it is.
9 And, "Whoa, look what we did." They did nothing.
10 There was a -- there's a parcel of land up there
11 between Manhasset Avenue and the North Road, and
12 it's right across -- yeah, it's a big parcel. I
13 think everybody knows where it is. There was a
14 couple of people that I know that wanted to do an
15 affordable housing development project. Somehow
16 the word got out and suddenly one of these
17 preservation groups bought it. And I said,
18 "What?" So I looked online, yeah, it's preserved
19 land now. So the Town's not really interested,
20 and I don't know what else the Village can do.
21 Thank you.

22 MAYOR HUBBARD: Anybody else wish to address
23 the Board?

24 MS. ALLEN: Chatty Allen, Third Street.
25 Short and sweet.

1 *Sixth Street, Greenport, and directing that Budget*
2 *Amendment #3997 be included as part of the formal*
3 *meeting minutes for the September 27th, 2018*
4 *regular meeting of the Board of Trustees. So*
5 *moved.*

6 TRUSTEE MARTILOTTA: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE MARTILOTTA: Aye.

9 TRUSTEE PHILLIPS: Aye.

10 TRUSTEE ROBERTS: Aye.

11 TRUSTEE ROBINS: Aye.

12 MAYOR HUBBARD: Aye.

13 Opposed?

14 (No Response)

15 MAYOR HUBBARD: Motion carried.

16 TRUSTEE MARTILOTTA: *RESOLUTION #09-2018-4,*
17 *RESOLUTION authorizing the attendance of Craig*
18 *Johnson at Activated Sludge Wastewater Treatment*
19 *Process plant (training) in Morrisville, New York*
20 *from October 9th, 2018 to October 12th, 2018, with*
21 *the following corresponding expenses: Course fee*
22 *of \$525.00, room rate of \$75.00 per night for four*
23 *nights, reimbursable meal expenses not to exceed*
24 *\$35 per day, course-related work and study*
25 *materials, and mileage reimbursements in*

1 *accordance with the Village Travel Reimbursement*
2 *Policy, to be expensed from account G.8110.407*
3 *(Employee Training). So moved.*

4 TRUSTEE PHILLIPS: 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 PHILLIPS: *RESOLUTION #09-2018-5,*
15 *RESOLUTION hiring Stephen Venuti and Stephanie*
16 *King as seasonal, part- time Marina Office and*
17 *Ice Rink employees at a pay rate of \$14.00 per*
18 *hour, effective October 3rd, 2018. So moved.*

19 TRUSTEE ROBERTS: 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 ROBERTS: *RESOLUTION #09-2018-6,*
5 *RESOLUTION ratifying the hiring of Juan Diaz as a*
6 *seasonal, part-time Park Attendant at the Village*
7 *of Greenport Mitchell Park Marina at a pay rate of*
8 *\$11.00 per hour, effective September 1st, 2018.*
9 So moved.

10 TRUSTEE ROBINS: 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 ROBINS: *RESOLUTION #09-2018-7,*
21 *RESOLUTION approving the attached Intermunicipal*
22 *Agreement between the Village of Greenport and the*
23 *Town of Southold, providing for the participation*
24 *of the Village of Greenport in the Urban County*
25 *Cooperation Agreement with Suffolk County, with*

1 *the Village of Greenport participating in the*
2 *corresponding Consortium through the Town of*
3 *Southold, which is presently a member of the*
4 *Consortium. So 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 #09-2018-8,*
16 *RESOLUTION approving the attached Intermunicipal*
17 *Agreement between the Village of Greenport and the*
18 *Town of Southold, regarding the institution of a*
19 *Lead Water Service Line Replacement Program for*
20 *the financing of lead water service line*
21 *replacements in areas within the geographic*
22 *boundaries of the Village of Greenport and the*
23 *Town of Southold. So moved.*

24 TRUSTEE PHILLIPS: Second.

25 MAYOR HUBBARD: All in favor?

1 TRUSTEE MARTILOTTA: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBERTS: Aye.

4 TRUSTEE ROBINS: Aye.

5 MAYOR HUBBARD: Aye.

6 Opposed?

7 (No Response)

8 MAYOR HUBBARD: Motion carried.

9 TRUSTEE PHILLIPS: *RESOLUTION #09-2018-9,*
10 *RESOLUTION approving an increase in the rates for*
11 *trailers, RV's and "5th Wheels" at the Village of*
12 *Greenport McCann Campground, effective for the*
13 *2019 season, per the attached schedule of rates.*

14 So moved.

15 TRUSTEE ROBERTS: 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 ROBERTS: *RESOLUTION #09-2018-10,*

1 *RESOLUTION authorizing the attendance of Trustee*
2 *Julia Robins and Village Administrator Paul Pallas*
3 *at the NYAPP Annual Fall Meeting from October 2nd,*
4 *2018 through October 4th, 2018 in Jamestown, New*
5 *York, at a conference fee of \$245.00 per person*
6 *and a room rate of \$159.00 per night per person,*
7 *reimbursable meal expenses not to exceed \$35.00*
8 *per day, and mileage and travel reimbursement in*
9 *accordance with the Village Travel Reimbursement*
10 *Policy, to be expensed from account E.0782.000*
11 *(Management Services). 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 #09-2018-11,*
23 *RESOLUTION approving the attendance of any*
24 *interested: Board of Trustees member, Village*
25 *Manager, Village staff member, Zoning Board of*

1 *Appeals member and/or Planning Board member at the*
2 *SCVOA-sponsored Municipal Training Workshop, from*
3 *5:30 p.m. through 9:30 p.m. on October 18th, 2018*
4 *in Melville, New York; with all applicable mileage*
5 *reimbursements to be expensed from the*
6 *corresponding account numbers. So moved.*

7 TRUSTEE MARTILOTTA: Second.

8 MAYOR HUBBARD: All in favor?

9 TRUSTEE MARTILOTTA: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE ROBERTS: Aye.

12 TRUSTEE ROBINS: Aye.

13 MAYOR HUBBARD: Aye.

14 Opposed?

15 (No Response)

16 MAYOR HUBBARD: Motion carried.

17 TRUSTEE MARTILOTTA: *RESOLUTION #09-2018-12,*
18 *RESOLUTION awarding to a Village of Greenport Fire*
19 *Department member a Length of Service Award*
20 *pre-entitlement age total and permanent disability*
21 *benefit. So moved.*

22 TRUSTEE PHILLIPS: 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 PHILLIPS: *Resolution #09-2018-13,*
8 *RESOLUTION approving the request of the Greenport*
9 *Harbor Brewing Company to close to vehicular*
10 *traffic, and utilize Carpenter Street from Bay*
11 *Avenue to East Front Street, for the annual Oyster*
12 *Festival, from 11 a.m. through 6 p.m. on*
13 *October 7th, 2018. So moved.*

14 TRUSTEE ROBERTS: 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 ROBERTS: *RESOLUTION #09-2018-14,*
25 *RESOLUTION approving the closing of North Street*

1 *from Main Street to Front Street, and Front Street*
2 *from Main Street to the Carousel, from 9:30 a.m.*
3 *through 11:30 a.m. on October 27th, 2018 for the*
4 *Village-sponsored Halloween Parade, in*
5 *collaboration with the Business Improvement*
6 *District. So moved.*

7 TRUSTEE ROBINS: Second.

8 MAYOR HUBBARD: All in favor?

9 TRUSTEE MARTILOTTA: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE ROBERTS: Aye.

12 TRUSTEE ROBINS: Aye.

13 MAYOR HUBBARD: Aye.

14 Opposed?

15 (No Response)

16 MAYOR HUBBARD: Motion carried.

17 TRUSTEE ROBINS: *RESOLUTION #09-2018-15,*
18 *RESOLUTION authorizing the Village of Greenport to*
19 *conduct a lottery for five (5) deer hunting*
20 *permits, by bow and arrow only, as per New York*
21 *State hunting regulations, in the western portion*
22 *of Moore's Woods, beginning October 1st, 2018. So*
23 *moved.*

24 TRUSTEE MARTILOTTA: Second.

25 MAYOR HUBBARD: All in favor?

1 TRUSTEE MARTILOTTA: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBERTS: Aye.

4 TRUSTEE ROBINS: Aye.

5 MAYOR HUBBARD: Aye.

6 Opposed?

7 (No Response)

8 MAYOR HUBBARD: Motion carried.

9 TRUSTEE MARTILOTTA: *RESOLUTION #09-2018-16,*
10 *RESOLUTION scheduling the November 2018 Regular*
11 *Meeting of the Village of Greenport Board of*
12 *Trustees for Monday, November 26, 2018 in*
13 *observance of Thanksgiving Day. So moved.*

14 TRUSTEE PHILLIPS: 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 PHILLIPS: RESOLUTION #09-2018-17.

25 Randy and Bill I believe are having an interesting

1 conversation going on there.

2 MAYOR HUBBARD: Please, in the back.

3 TRUSTEE PHILLIPS: *RESOLUTION #09-2018-17,*
4 *RESOLUTION approving the attached Inter-Municipal*
5 *Agreement between the Village of Greenport and the*
6 *County of Suffolk for a matching fund grant with*
7 *up to \$237,000.00 to be paid by the County of*
8 *Suffolk, related to the Road-End Drainage*
9 *Improvement Project undertaken by the Village of*
10 *Greenport for the road ends at Fourth Street,*
11 *Clark Street, Brown Street and Flint Street. So*
12 *moved.*

13 TRUSTEE ROBERTS: 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 ROBERTS: *RESOLUTION #09-2018-18,*
24 *RESOLUTION adopting the attached SEQRA resolution*
25 *regarding the approval of the Wetlands Permit*

1 *feet of dirt to be removed from the property at*
2 *127 Bay Avenue, Greenport, New York, 11944,*
3 *subject to the following Conservation Advisory*
4 *Council conditions:*

5 *Pool waste water shall be directed to the*
6 *Village sewer via permanent piping; mechanical*
7 *equipment must be installed outside the*
8 *floodplain; during construction, any required*
9 *dewatering shall not be directed to the Bay; a*
10 *silt fence must be installed during construction;*
11 *a minimum 5-foot, no-turf buffer is to be*
12 *installed along the entire length of the existing*
13 *bulkhead, and:*

14 *The term of the permit shall be two years.*

15 *So moved.*

16 TRUSTEE MARTILOTTA: *Second.*

17 MAYOR HUBBARD: *All in favor?*

18 TRUSTEE ROBERTS: *Aye.*

19 TRUSTEE PHILLIPS: *Excuse me. Wait, wait,*
20 *wait, wait. I have a question.*

21 MAYOR HUBBARD: *All right.*

22 TRUSTEE PHILLIPS: *I have a question,*
23 *because we went through this with the discussion*
24 *about the garage was not included in this wetlands*
25 *permit?*

1 MR. PALLAS: That's right, the garage was
2 inadvertently put into the resolution. The very
3 original application included it, but the results
4 of the application wasn't part of the wetlands.

5 TRUSTEE PHILLIPS: So we need to amend the
6 resolution?

7 TRUSTEE ROBERTS: We need to amend it?

8 TRUSTEE PHILLIPS: We're going to need to
9 amend it, correct, Joe?

10 ATTORNEY PROKOP: The reason it's stated --
11 it's stated here that it's not in the wetlands?

12 MR. PALLAS: Correct.

13 MR. PROKOP: So I don't think it -- I don't
14 think it matters if it's in the resolution. The
15 correct thing to do, most correct thing to do
16 would be to amend the resolution and take out "to
17 construct a new garage".

18 TRUSTEE ROBERTS: Yeah. It's been read in
19 the record, so.

20 TRUSTEE PHILLIPS: Yeah, so I'll amend.
21 I'll make a motion to amend the current resolution
22 to remove the following words out of the
23 resolution: "To construct new garage".

24 TRUSTEE ROBERTS: Second.

25 MAYOR HUBBARD: All in favor on the

1 amendment?

2 TRUSTEE MARTILOTTA: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE ROBERTS: Aye.

5 TRUSTEE ROBINS: Aye.

6 MAYOR HUBBARD: Aye.

7 Opposed?

8 (No Response)

9 MAYOR HUBBARD: Any other discussion?

10 (No Response)

11 MAYOR HUBBARD: All right. All in favor of
12 the original resolution?

13 TRUSTEE ROBERTS: The amended resolution?

14 TRUSTEE ROBINS: Amended resolution.

15 MAYOR HUBBARD: But we had a motion and
16 second on it, then we amended it. So motion to
17 approve the amended second.

18 TRUSTEE ROBERTS: Yeah.

19 TRUSTEE ROBINS: Yes.

20 MAYOR HUBBARD: The amended resolution.

21 TRUSTEE ROBERTS: Gotcha.

22 TRUSTEE PHILLIPS: Amended.

23 TRUSTEE ROBERTS: Aye.

24 TRUSTEE ROBINS: Aye.

25 MAYOR HUBBARD: All in favor?

1 TRUSTEE MARTILOTTA: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBERTS: Aye.

4 TRUSTEE ROBINS: Aye.

5 MAYOR HUBBARD: Aye.

6 Opposed?

7 (No Response)

8 MAYOR HUBBARD: Motion carried.

9 TRUSTEE MARTILOTTA: Where are we at, 20.

10 MAYOR HUBBARD: Twenty.

11 TRUSTEE MARTILOTTA: Resolution -- I'm

12 sorry. *RESOLUTION #09-2018-20, RESOLUTION*

13 *approving the attached contract between The*

14 *Village of Greenport and James D. Schott, for the*

15 *provision of sound services related to the 2018*

16 *Dances in the Park Program, and further*

17 *authorizing Mayor Hubbard to sign the contract*

18 *between The Village of Greenport and James D.*

19 *Schott. So moved.*

20 TRUSTEE PHILLIPS: Second.

21 MAYOR HUBBARD: All in favor?

22 TRUSTEE MARTILOTTA: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 TRUSTEE ROBERTS: Aye.

25 TRUSTEE ROBINS: Aye.

1 MAYOR HUBBARD: Aye.

2 Opposed?

3 (No Response)

4 MAYOR HUBBARD: Motion carried.

5 TRUSTEE PHILLIPS: *RESOLUTION #09-2018-21,*
6 *RESOLUTION authorizing the solicitation of bids*
7 *for the purchase of a new or used (2014 or newer)*
8 *4500 series plow-capable truck or equivalent, with*
9 *gas-powered engine and stake-side dump body, for*
10 *use by the Village of Greenport Road Department,*
11 *and authorizing Clerk Pirillo to notice the*
12 *solicitation of bids accordingly. So moved.*

13 TRUSTEE ROBERTS: 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 ROBERTS: *RESOLUTION #09-2018-22,*
24 *RESOLUTION authorizing the solicitation of bids*
25 *for the purchase of a new or used (2014 or newer)*

1 *4500 series plow-capable truck or equivalent, with*
2 *gas-powered engine and stake-side dump body for*
3 *use by the Village of Greenport Electric*
4 *Department, and directing Clerk Pirillo to notice*
5 *the solicitation of bids accordingly. So moved.*

6 TRUSTEE ROBINS: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE MARTILOTTA: Aye.

9 TRUSTEE PHILLIPS: Aye.

10 TRUSTEE ROBERTS: Aye.

11 TRUSTEE ROBINS: Aye.

12 MAYOR HUBBARD: Aye.

13 Opposed?

14 (No Response)

15 MAYOR HUBBARD: Motion carried.

16 TRUSTEE ROBINS: *RESOLUTION #09-2018-23,*
17 *RESOLUTION approving the Stipulation and Order*
18 *Settling Violation in the matter of "People of the*
19 *State of New York versus Stephen Bull", and*
20 *authorizing Mayor Hubbard to sign the Stipulation*
21 *and Order Settling Violation on behalf of the*
22 *Village of Greenport. So moved.*

23 TRUSTEE MARTILOTTA: 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 MARTILOTTA: *RESOLUTION #09-2018-24,*
9 *RESOLUTION that the Board of Trustees authorizes*
10 *Village Attorney Joseph W. Prokop, Esq. and*
11 *Special Counsel David Kosakoff, Esq. to schedule*
12 *and participate in non-binding mediation with the*
13 *opposing parties and counsel in the Genesys*
14 *Engineering litigation matters. 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 #09-2018-25,*

1 *RESOLUTION scheduling a Public Hearing for*
2 *7:00 p.m. on October 25th, 2018 at the Third*
3 *Street Fire Station, Third and South Streets,*
4 *Greenport, New York, 11944; regarding a proposed*
5 *amendment to Chapter 132 (Vehicles and Traffic),*
6 *Section 50 (Loading Zones) of the Village of*
7 *Greenport Code, and directing Clerk Pirillo to*
8 *notice the Public Hearing accordingly. So moved.*

9 TRUSTEE ROBERTS: 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.

19 TRUSTEE ROBERTS: *RESOLUTION #09-2018-26,*
20 *RESOLUTION approving all checks per the Voucher*
21 *Summary Report dated September 21st, 2018, in the*
22 *total amount of \$558,762.44 consisting of:*

23 o *All regular checks in the amount of*
24 *\$461,626.40, and*

25 o *All prepaid checks (including wire*

1 *transfers) in the amount of \$97,136.04. So moved.*

2 TRUSTEE ROBINS: 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 Okay. I'll offer a motion to adjourn at 9:53.

13 TRUSTEE MARTILOTTA: 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 Thanks, everybody, for coming. And thanks
24 to everybody that was here for the public hearing.

25 (The meeting was adjourned at 9:53 p.m.)

| | | | | | |
|---|--|--|--|--|----------|
| # | <p>\$461,626.40 [1] - 161:24</p> <p>\$500 [1] - 32:8</p> <p>\$525.00 [1] - 142:22</p> <p>\$558,762.44 [1] - 161:22</p> <p>\$75.00 [1] - 142:22</p> <p>\$7600 [1] - 138:17</p> <p>\$800,000 [1] - 33:9</p> <p>\$97,136.04 [1] - 162:1</p> | <p>132 [2] - 18:24, 161:5</p> <p>14 [3] - 31:1, 65:1, 98:14</p> <p>14-day [4] - 93:15, 101:8, 102:6, 104:23</p> <p>15 [2] - 30:5, 50:11</p> <p>15% [1] - 7:24</p> <p>150 [1] - 20:24</p> <p>150-20 [1] - 47:7</p> <p>15th [1] - 12:15</p> <p>16 [1] - 115:9</p> <p>17 [1] - 61:10</p> <p>175 [1] - 63:19</p> <p>180,000 [1] - 138:19</p> <p>1820 [1] - 107:8</p> <p>1826 [1] - 107:9</p> <p>184 [2] - 87:3, 133:25</p> <p>1890 [1] - 107:9</p> <p>18th [2] - 107:11, 148:3</p> <p>190 [1] - 37:15</p> <p>1900s [1] - 106:6</p> <p>1920 [1] - 107:10</p> <p>1933 [1] - 107:10</p> <p>1964 [1] - 7:8</p> <p>1971 [1] - 79:15</p> <p>1:30 [1] - 12:15</p> <p>1st [2] - 144:8, 150:22</p> | <p>163:18</p> <p>2019 [1] - 146:13</p> <p>2030 [2] - 5:23, 6:1</p> <p>20th [2] - 108:18, 141:21</p> <p>21st [1] - 161:21</p> <p>228 [1] - 126:16</p> <p>234 [1] - 55:9</p> <p>24% [1] - 6:2</p> <p>242 [1] - 132:5</p> <p>247 [1] - 8:7</p> <p>25 [1] - 10:7</p> <p>253 [1] - 8:13</p> <p>258 [1] - 7:16</p> <p>25th [1] - 161:2</p> <p>26 [1] - 151:12</p> <p>26th [1] - 153:24</p> <p>27 [2] - 1:9, 163:12</p> <p>27th [4] - 2:22, 3:1, 142:3, 150:3</p> <p>28 [1] - 99:15</p> <p>28th [1] - 2:15</p> <p>29 [2] - 34:1, 98:15</p> <p>2nd [1] - 147:3</p> | 4 | |
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| <p>\$100 [4] - 28:24, 39:2, 39:3</p> <p>\$11.00 [1] - 144:8</p> <p>\$14.00 [1] - 143:17</p> <p>\$159.00 [1] - 147:6</p> <p>\$180,000 [1] - 138:3</p> <p>\$2,000 [1] - 38:9</p> <p>\$237,000.00 [1] - 152:7</p> <p>\$245.00 [1] - 147:5</p> <p>\$35 [1] - 142:24</p> <p>\$35.00 [1] - 147:7</p> | 2 | <p>3</p> <p>3.9% [1] - 62:21</p> <p>30 [13] - 28:19, 30:10, 36:8, 46:23, 61:7, 70:21, 80:16, 80:24, 80:25, 81:3, 81:11, 118:21, 122:19</p> <p>30% [1] - 7:9</p> <p>300 [9] - 38:3, 38:5, 70:20, 70:21, 137:12, 137:13, 137:16, 138:3, 138:10</p> <p>300% [1] - 74:14</p> <p>319 [2] - 71:24, 72:3</p> <p>32 [1] - 62:20</p> <p>327 [1] - 124:4</p> <p>33% [1] - 7:25</p> <p>332,000 [1] - 8:14</p> <p>3600 [1] - 137:20</p> <p>365 [3] - 92:11, 92:19, 131:2</p> <p>37% [1] - 28:22</p> <p>38 [1] - 138:17</p> <p>38-year [1] - 126:17</p> <p>395 [1] - 7:17</p> <p>3rd [1] - 143:18</p> | 7 | | |
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September 24, 2018

LOCAL LAW NO. OF THE YEAR 2018

AMENDING SECTION 132-47 OF THE GREENPORT VILLAGE CODE

TO CREATE AN ADDITIONAL CROSSWALK ON MAIN STREET
BETWEEN MONSELL PLACE AND BRIDGE STREETS

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

Section 1.0 Enactment, Effective Date,
Purpose and Definitions.

1.1 Title of Local Law

1.2 Enactment.

1.3 Effective Date.

1.4 Purpose and Intent of Local Law.

2.0 General Provisions

2.1 Amendment to Section 132-47

3.0 Severability

1.1 Title.

This Local Law shall be entitled “Local Law of 2018 Amending Section
132-47 of the Greenport Village Code to Add an Additional Crosswalk on Main Street
between Monsell Place and Bridge Street”.

1.2. Enactment.

Pursuant to Section 10 of the Home Rule Law and the Village Law of the State
of New York, the Incorporated Village of Greenport, County of Suffolk and State of
New York, hereby enacts by this Local Law of 2018, a Local Law of the Village of
Greenport.

1.3. Effective Date.

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

1.4 Purpose and Intent of Local Law.

The purpose and intent of this Local Law is to create an additional crosswalk for the public health and welfare of the residents and visitors of the Village.

2.0 General Provisions.

2.1 The language of Section 132-47 of the Greenport Village Code regarding crosswalks is hereby amended to add the following crosswalk:

“29. On Main Street between Monsell Place and Bridge Street.”

3.0 Severability

In the event that any section or portion of this Local Law or Chapter shall be deemed void or not effective, the remaining provisions of this Local Law and Chapter shall remain in full force and effect.

LOCAL LAW NO. OF THE YEAR 2018
AMENDING CHAPTERS 103 AND 150 OF THE GREENPORT VILLAGE CODE
REGULATIONS FOR THE RENTAL OF RESIDENTIAL PROPERTIES
BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE

INCORPORATED VILLAGE OF GREENPORT AS FOLLOWS:

Section 1.0 Enactment, Effective Date,

Purpose and Definitions.

- 1.1 Title of Local Law
- 1.2 Enactment.
- 1.3 Effective Date.
- 1.4 Purpose and Intent of Local Law.
- 2.0 General Provisions.
- 2.1 Amendment of Chapter 103.
- 3.0 Severability.

1.1 Title

This Local Law shall be entitled "Local Law of 2018 Amending Chapters 103 and 150 of the Greenport Village Code, Rental Regulations for Residential Properties".

1.2. Enactment.

Pursuant to Section 10 of the Home Rule Law and the Village Law of the State of New York, the Incorporated Village of Greenport, County of Suffolk and State of New York, hereby enacts by this Local Law of 2018, a Local Law of the Village of Greenport.

1.3. Effective Date.

This Local Law shall take effect on the filing of the approved Local Law with the

Secretary of State of New York, which shall be within twenty (20) days after its approval by the Board of Trustees of the Incorporated Village of Greenport.

1.4 Purpose and Intent of Local Law.

The purpose and intent of this Local Law is to amend the existing regulations of Chapter 103 of the Greenport Village Code regarding the rental of residential property and properties containing a residential use in the Village of Greenport so that the short term rental of a property or a portion thereof which is not owner occupied or occupied by a long term occupancy as defined in this Local Law shall be prohibited, and to amend Chapter 150 to correspond with the changes in Chapter 103.

General Provisions.

2.1 Section 103-4 Definitions, of the Greenport Village Code, is amended to add the following definitions:

LONG TERM OCCUPANCY: Occupancy by a written lease with a term of at least one year.

OWNER-OCCUPIED; Occupation by the owner of the property and/or the owner's immediate family.

RESIDENTIAL PROPERTY; Property which is zoned for residential use or that portion of a mixed use property which is a residential use.

SHORT TERM RENTAL; The rental of residential property or a portion thereof for a term of less than 14 days, which shall not include the rental of rooms by a Bed and Breakfast establishment that has been approved by the Village of Greenport under Greenport Village Code Section 150-7(b)(7).

2.2 Section 103-7A is hereby created to read as follows:

The Short Term Rental of a residential property or a portion thereof is prohibited, except for a two family house where one of the dwelling units is either Owner Occupied or is occupied

as a Long Term Occupancy, or a portion of a single family house, the remainder of which is Owner Occupied or is occupied as a Long Term Occupancy.

2.2 Section 103-12(H) of the Greenport Village Code shall be created to read as follows:

103-12(H) A rental permit number shall be issued for each rental permit that is granted by the Village and the rental permit number shall be displayed on all advertisements of the rental unit to which the rental permit number corresponds.

2.3 Section 150-11.2 of the Greenport Village Code shall be created to read as follows:

“Section 150-11.2 Short Term Rentals a Prohibited use.

The Short Term Rental of a residential property or a portion thereof (as defined in Section 103-4 of the Greenport Village Code) is prohibited, except for a two family house where one of the dwelling units is either Owner Occupied or occupied as a Long Term Occupancy or a portion of a single family house, the remainder of which is Owner Occupied or occupied by a Long Term Occupancy.

Severability

In the event that one or more of the provisions of this local law or Chapter shall be deemed to be unenforceable, the remaining provisions of this local law or Chapter shall remain in full force and effect.

**IMA Town of Southold and Village of Greenport
Suffolk County Urban County Cooperation Agreement
September 9, 2018**

Intermunicipal Agreement

This Intermunicipal Agreement (“IMA”) 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 and the Village of Greenport, a municipal corporation of the State of New York having an office at 236 Third Street, Greenport, New York 11944.

Term of Agreement: Shall be from October 1, 2018 to September 30, 2019

Total Cost of Agreement: Cost as provided in this IMA.

Whereas, the Town has entered an Urban County Cooperation Agreement with Suffolk County (the “County”) through its duly constituted Office of Economic Development and Planning, having an office located at H. Lee Dennison Building, 100 Veterans Highway, Hauppauge, New York 11788 (the “Agreement”) (Exhibit A); and

Whereas the Agreement provides a legal mechanism through which the County may act as an Urban County to apply for, receive, and disburse federal funds available to such urban counties under Title I of the Housing and Community Development Act of 1974 (PL 93-383), as amended, and Title II of the National Affordable Housing Act of 1990, as amended (hereinafter collectively referred to as the “Acts”) to provide for substantial federal grounds being made to certain counties for use therein; and

Whereas Suffolk County, in accordance with the Agreement, is offering municipalities that are located in Suffolk County the ability to access the funds available from the Acts for projects in their respective jurisdictions through the County by an Urban County Cooperation Agreement; and

Whereas Southold Town is a member of the Consortium in accordance with the Agreement and the Town currently participates in the Suffolk County Consortium for grant funding opportunities from HUD; and

Whereas the Village of Greenport is not enrolled as a member of the Consortium but the Village of Greenport may participate in the benefits of the Consortium as a municipality within the geographic boundaries of the Town of Southold; and

Whereas the Village of Greenport boundaries fall within the geographic boundaries of the Town of Southold; and

Whereas, the Village of Greenport would like to participate in the submission of proposals for consideration of grant funding using the Funds;

**IMA Town of Southold and Village of Greenport
Suffolk County Urban County Cooperation Agreement
September 9, 2018**

Now, Therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree and enter this Inter Municipal Agreement (“IMA”) as follows:

1. The term of this IMA shall be from October 1, 2018 to September 30, 2019.
2. The Village of Greenport will provide the Town of Southold with the proposals for four projects (proposal outlines attached as Exhibit B) which the Town of Southold agrees to submit and shall submit through the Consortium on behalf of the Village of Greenport for grant consideration and funding approval.
3. The Town of Southold shall administer the grant application submission process for the Village of Greenport for all four of the designated Village of Greenport projects.
4. The Town of Southold will take lead status and administer all aspects of any projects proposed by the Village of Greenport that have been awarded grant Funds, with the Village of Greenport monitoring the physical construction.
5. All grant award amounts shall be paid for by the Town of Southold, with the expectation of reimbursement from the grant award proceeds.
6. For each of the four projects (Exhibit B), the Village of Greenport shall provide all funding not expected to be reimbursed from grant award proceeds.
7. The Town of Southold shall indemnify and hold harmless the Village of Greenport from any liability of the Village due to a breach of this Agreement by the Town of Southold or the failure of the Town of Southold to perform its obligations under the Agreement or this IMA, and for any additional costs or expenses of the Village of Greenport other than those detailed in the Agreement or this IMA, except those that may arise from the gross negligence of the Village of Greenport.
8. The Town of Southold shall obtain and maintain, and provide proof thereof, a policy of general liability and hazard insurance with an A-rated insurance company during the term of this IMA naming the Village of Greenport as additional insured with respect to occurrences under the Agreement and this IMA, in the amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) per annum, and the Village of Greenport shall obtain and maintain, and provide proof thereof, a policy of general liability and hazard insurance with an A-rated insurance company during the term of this IMA naming the Town of Southold as additional insured with respect to occurrences under this IMA in the amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) per annum.

**IMA Town of Southold and Village of Greenport
Suffolk County Urban County Cooperation Agreement
September 9, 2018**

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

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

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

Town of Southold

By: _____
Hon. Scott Russell
Supervisor

Date: _____

Village of Greenport

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

Date: _____

**IMA Town of Southold and Village of Greenport
Suffolk County Urban County Cooperation Agreement
September 9, 2018**

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

**IMA Town of Southold and Village of Greenport
Suffolk County Urban County Cooperation Agreement
September 9, 2018**

**Exhibit A
Suffolk County Urban County Cooperation Agreement**

**SUFFOLK COUNTY
URBAN COUNTY COOPERATION AGREEMENT**

This Agreement is between the County of Suffolk ("County"), a municipal corporation of the State of New York, acting through its duly constituted Office of Economic Development and Planning, having an office at H. Lee Dennison Building, 100 Veterans Memorial Highway, Hauppauge, New York 11778, and the Village of Greenport (the "Municipality"), a municipal corporation duly organized and existing under the laws of the State of New York, having its principal office at 236 Third Street, Greenport, New York 11944.

The parties hereto desire to undertake eligible housing, community, and economic development activities under the Housing and Community Development Act of 1974 as amended and Title II of the National Affordable Housing Act of 1990 as amended (the "Acts").

Term of Agreement: As provided in paragraph 9 of Article I herein.

Terms and Conditions: Shall be as set forth in Article I herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date written below.

VILLAGE OF GREENPORT

By: _____
Name: _____
Title: _____
Fed. Tax ID #: _____
Date: _____

_____ hereby certifies under penalties of perjury that I am an officer of the Village of Greenport, that I have read and I am familiar with §A5-8 of Article V of the Suffolk County Code, and that the municipality meets all requirements to qualify for exemption thereunder.

Name _____ Date _____

**Approved as to Form:
Dennis M. Brown
County Attorney**

By: _____
Name _____
Assistant County Attorney
Date _____

COUNTY OF SUFFOLK

By: _____
Dennis M. Cohen
Chief Deputy County Executive
Date: _____

**Approved:
Department**

By: _____
Name: _____
Title: _____
Date _____

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Article I
General Terms and Conditions

WHEREAS, Title I of the Housing and Community Development Act of 1974 (PL 93-383), as amended, and Title II of the National Affordable Housing Act of 1990, as amended (hereinafter collectively referred to as "the Acts"), provide for substantial federal grants being made to certain urban counties for use therein; and

WHEREAS, the Acts establish certain criteria which must be met in order for a county to qualify as an urban county; and

WHEREAS, to satisfy these criteria, a county applying as an urban county must enter into cooperation agreements with its constituent municipalities which desire to participate in the program; and

WHEREAS, the County of Suffolk (the "County") and the Village of Greenport (the "Municipality") desire to enter into a cooperation agreement to participate in the programs set forth in the Acts.

Now therefore, in consideration of the mutual provisions and covenants set hereafter set forth, the parties hereto agree as follows:

1. Purpose

The purpose of this Agreement is to establish a legal mechanism through which the County may act as an urban county to apply for, receive, and disburse federal funds available to such urban counties under the Acts, and to take such actions in cooperation with the participating municipalities as may be necessary to receive the benefits of the programs set forth in the Acts.

2. Legal Authority

The Suffolk County Executive, as Chief Executive Officer of Suffolk County, pursuant to the authority given to him by the Suffolk County Legislature, is empowered to enter into a cooperation agreement to undertake essential community development, housing assistance, HOME activities and Emergency Solutions Grants (ESG) Programs under the Acts.

The Chief Executive Officer of the cooperating Municipality, pursuant to the authority given to him or her by resolution of the governing body, is empowered to enter into cooperative agreements for the purpose of establishing a consortium which shall consist of all signatories of this Agreement to under essential community development, housing

assistance, HOME activities and Emergency Solutions Grants (ESG) Programs authorized under the Acts.

3. Definitions

- a. Action Plan - the one-year portion of the Consolidated Plan.
- b. Community Development Block Grant Program or CDBG Program - federal program created under the Housing and Community Development Act of 1974 and administered by HUD. The CDBG Program provides grant funds to local and state governments to be used to develop viable urban communities by providing decent housing with a suitable living environment and expanding economic opportunities to assist low- and moderate-income residents.
- c. Community Development Agency- an agency responsible for administering and distributing community development funds received annually from HUD, as well as funds from local and state government and other sources. The Department serves as a Community Development Agency for the purposes of administering and distributing CDBG funds pursuant to this Agreement.
- d. Consortium - geographically contiguous units of general local government consolidated to be in a single unit of general local government for certain HUD program purposes when certain HUD requirements are met.
- e. Consolidated Plan - the document prepared by the Department and submitted to HUD describing the housing needs of the low- and moderate-income residents, outlining strategies to meet the needs and listing all resources available to implement the strategies.
- f. Suffolk County Consortium – a consortium comprised of Suffolk County, six Suffolk County towns and five Suffolk County villages, including the Towns of East Hampton, Riverhead, Shelter Island, Smithtown, Southampton, and Southold and the Villages of Greenport, Sag Harbor, Southampton, Westhampton Beach, and Westhampton Dunes.
- g. Suffolk County Cooperation Agreement - the legally binding cooperation agreement executed by all members of the Suffolk County consortium, which contains all of the requirements as set forth in law, regulations, and HUD memorandums for retaining designation as a Consortium.

4. Responsibilities of Suffolk County

The Suffolk County Executive is authorized to execute and file yearly Community Development Block Grant and HOME Investment Partnership Funds applications for funds under the Acts and execute grant agreements with the Department of Housing and Urban Development for the purposes of implementing said applications. Suffolk County is authorized to undertake or assist in undertaking essential community development, housing assistance, HOME activities and ESG Programs.

The County, as applicant, will take full responsibility and assume all obligations of an applicant required by the Acts, including responsibility for the filing of annual grant requests, the analysis of needs, the setting of objectives, the development of community development plans, and the Consolidated Plan, the community development program, and the assurance of certifications. The County shall also have responsibility for fiscal matters of the Consortium under the Acts.

The County, as applicant for the Consortium, is hereby delegated the authority to enter into or execute contracts, sub-agreements, and other necessary documents or agreements to receive and expend funds, to employ personnel to organize and train staff to develop procedures for program planning, operation assessment and fiscal management of the program, to evaluate program performance and determine resulting need to reallocate resources, and to modify the Grant Agreement with the United States Department of Housing and Urban Development.

It is understood that upon execution of this Agreement, the County shall have the right and the authority to adopt a resolution which will accept and appropriate any monies received in accordance with the "unified system of accounts."

5. Estimated Grant and Allocation Thereof

The annual amount of Federal funds involved shall be the amount applied for by the County pursuant to the recommendation of the County Executive, subject to any modifications made by HUD. Any Federal funds received by letter of credit or otherwise shall be placed in an account established and maintained pursuant to Federal and State regulations. Upon authorization by the County, and in compliance with applicable State law and promulgated regulations, funds may be expended from this account by the County or by payment to the Municipality pursuant to a specific contract. Neither the County nor the participating Municipality may expend or commit funds except as may be authorized pursuant to this Agreement and in full compliance with State and Federal laws. No participant under this Agreement may in any way be obligated to expend funds of its own except as may be mutually agreed upon in accordance with the law.

The County will retain the greater of \$400,000 or nine percent (9%) of Community Development Block Grant funds annually, to be used for program administration,

planning, and operations. The balance of the funding (hereinafter "Program Funds") will be distributed to the participating municipalities. Pursuant to 24 CFR 570.501(b), the Municipality is subject to the same requirements applicable to subrecipients, including the requirement for a written agreement as set forth in 24 CFR 570.503. The Municipality will receive funding only after executing a separate contract with the County that meets the requirements of 24 CFR 570.503. The County will proportion Community Development Block Grant funds among large and small municipalities. Program Funds will be allocated among the participating municipalities based on such factors as population, the extent of overcrowded housing units, poverty, age of housing stock, low- and moderate-income persons, housing performance, and performance in providing benefits to low- and moderate-income persons.

The Municipality agrees to use a substantial proportion of its funds for the implementation of its portion of the Consolidated Plan.

The remaining portion of the Community Development Block Grant funds available to the participating Municipality may be used for "eligible activities" as outlined in the Federal regulations governing the Community Development program. The allocation of funds into individual projects will be determined by participating Municipalities with input from the public. The County will have the final responsibility for selecting Community Development and HOME projects and annually filing the Annual Action Plan with HUD.

6. Program Income

The Municipality must inform the County of any income generated by the expenditure of Community Development Block Grant and HOME Investment Partnership funds received. Program income may be assigned by the County to be retained by the Municipality. The Municipality will be required to substantially disburse program income, so received, for eligible community development activities before additional cash withdrawals are made by the County from the U.S. Treasury. Any program income that the Municipality is authorized to retain may only be used for eligible activities in accordance with all Community Development Block Grant and HOME requirements as may then apply.

The County is responsible for monitoring the reporting to HUD on the use of any program income, thereby requiring appropriate recordkeeping and reporting by the Municipality as may be needed for this purpose. In the event of close-out or change in status of the Municipality, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County.

7. Real Property Standards

Real property acquired or improved in whole or in part using Community Development Block Grant funds or HOME Investment Partnership funds that is within the control of the Municipality shall be governed by the following standards:

- a. The Municipality shall provide the County with timely notification of any modification or change in use of the real property from that planned at the time of acquisition or improvement including disposition;
- b. The Municipality shall provide for reimbursing the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-Community Development Block Grant funds) of property acquired or improved with Community Development Block Grant or HOME funds that is sold or transferred for a use which does not qualify under the Community Development Block Grant and HOME regulations; and
- c. Program income generated from the disposition or transfer of property prior to or subsequent to the close-out or change in status or expiration of the cooperation agreement between the County and the Municipality shall be subject to the requirements of Section V of Article I of this Agreement.

8. Financial Control System

The County will provide a financial control system that will, among other things, yield data necessary to complete federal required reports, meaningful management information, and a clear audit trail for all expenditures.

The County will adhere to Federal Regulations in all matters of Fiscal Control and Management. Fiscal Control and Management functions will be carried out in accordance with the provisions of Office of Management and Budget Circular A-87.

9. Qualification as an Urban County

In addition to such assurances and agreements as may have been made by previously executed ordinances in order to meet the criteria for funding eligibility as an "urban county," the Municipality and the County will cooperate to undertake, or assist in undertaking community renewal and lower income housing assistance activities, specifically including urban renewal and publicly assisted housing.

The County and the cooperating Municipality shall take all required actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including the provisions of the National Environmental Policy Act of 1969, Title IV of the Civil

Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, the Americans with Disabilities Act of 1990, the Uniform Relocation Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and other applicable laws.

The County will not allocate urban county funding for activities in or in support of any cooperating municipality that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

The cooperating Municipality has adopted and is enforcing a policy prohibiting the use of excessive force by its law enforcement agency against individuals engaged in non-violent civil rights demonstrations. The Municipality shall enforce applicable State and local laws against physically barring the entrance or exit of a facility or location which is the subject of non-violent civil rights demonstrations.

The cooperating Municipality may not sell, trade or otherwise transfer all or any portion of such (Community Development Block Grant (CDBG or HOME) funds to a metropolitan city, urban county, unit of general local government, Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

The cooperating Municipality understands that by executing this Agreement that the Municipality may not apply for grants under the Small Cities, or New York State Program from appropriations for those fiscal years during the period in which such Municipality is participating in the urban county's Community Development Block Grant program. The cooperating Municipality may participate in a HOME program only through the Suffolk Urban County Consortium, regardless of whether the urban county received a HOME formula allocation and the Municipality cannot form a HOME consortium with other local governments. The cooperating Municipality may receive a formula allocation under the ESG Program only through the Suffolk Urban County Consortium.

10. Federal Statutory Reorganization

The Municipality recognizes and agrees that the grant agreements for some HUD programs, including the Community Development Block Grants incorporate the regulations "as now in effect and as may be amended from time to time" and therefore, 2 CFR part 200 will be applicable to these grants.

11. Duration of Agreement

This Agreement shall give the County the authority to carry out activities funded from annual Community Development Block Grants, HOME funds and ESG Program funds from the Federal Fiscal Years 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds. This Agreement will automatically be renewed for participation in successive three-year qualification periods unless the County or Municipality provides written notice that it elects not to participate in a new qualification period. The County and the Municipality agree to adopt any amendment to this agreement necessary to meet the requirements for cooperation agreements for a subsequent three-year qualification urban county qualification period. Any adopted amendments shall be submitted to HUD and a failure to do so will void the automatic renewal for such qualification period. At the end of each qualification period, the County shall notify the participating Municipality by the date specified by the Department of Housing and Urban Development's Urban County Qualification Notice that the Municipality may elect to be excluded from the urban county. This Agreement shall remain in effect until Community Development, HOME funds, ESG Program funds and program income received with respect to activities carried out during the three-year qualification period fiscal years 2019, and 2020, and any successive qualification periods under agreement that provide for automatic renewals, are expended and the funded activities are completed. The County and the cooperating Municipality cannot terminate or withdraw from this Agreement while the Agreement remains in effect.

12. Execution of Agreement

This Agreement shall be signed by the County Executive and the Chief Executive of the individual Municipality participating.

Each signatory agrees to cooperate with all other signatories of cooperation agreements and be bound as if all had signed the same Agreement for the term of this Agreement unless otherwise terminated pursuant to the requirements of eligibility under Federal law.

13. Severability

In the event that any portion of this Agreement shall be made inoperative by reason of judicial or administrative ruling, the remainder shall continue in effect.

**IMA Town of Southold and Village of Greenport
Suffolk County Urban County Cooperation Agreement
September 9, 2018**

**Exhibit B
Greenport Projects to be Submitted for Grant Funding**

**SUFFOLK COUNTY CONSORTIUM
PROJECT DESCRIPTION FORM
PUBLIC IMPROVEMENTS AND FACILITIES**

| COUNTY USE ONLY | | |
|--------------------|-----------------------------|-------------------|
| Project No.: | CPS Project No.: | HUD Activity No.: |
| Project Name: | Project Year: | |
| HUD Activity Code: | Approved by Suffolk County: | |

Municipality: Village of Greenport

Contact Person: Robert Brandt

Project Title: Third Street Park All Inclusive Playground Equipment

Phone: 631-477-0248

Site: Define where the activity is taking place, (i.e. street address)

Third Street Park

Location: Define the community or service area associated with the activity: (include 8-1/2" X 11" map of service area).
The park is centrally located in the Village. All residents use the available facilities.

Description of Project: (Complete description of activity to be undertaken including what improvements or facilities are to be implemented, population to be served, how funds are to be spent and anticipated accomplishments)(What steps will be undertaken to ensure timely completion of this activity, include anticipated start and completion dates)

Purchase and installation of playground equipment designed for all Village residents regardless of ability. Add Dark Skies compliant lighting.

Census Tracts, Block Groups:

CENSUS TRACT 1701.01, BLOCK GROUP 6

Is the purpose of this activity to:

Help prevent homelessness?

Yes

No

Help the Homeless?

Yes

No

Help those with HIV/AIDS?

Yes

No

Primarily help persons with Disabilities?

Yes

No

Activity to be carried out by Municipality? Yes

No

Activity to be carried out by subrecipient? Yes

No

Subrecipient Name:

DUNS#

Subrecipient Address:

Contact Person:

Telephone Number:

Is subrecipient a faith based organization?

Yes

No

Is subrecipient an instititon of higher learning?

Yes

No

Performance Indicators

Number Assisted

Number of persons to be assisted that have new access to this infrastructure improvement or public facility:

Number of persons to be assisted that have improved access to this infrastructure improvement or public facility:

TOTAL

**SUFFOLK COUNTY CONSORTIUM
PROJECT DESCRIPTION FORM
PUBLIC IMPROVEMENTS AND FACILITIES**

| COUNTY USE ONLY | | |
|--------------------|-----------------------------|-------------------|
| Project No.: | CPS Project No.: | HUD Activity No.: |
| Project Name: | Project Year: | |
| HUD Activity Code: | Approved by Suffolk County: | |

Municipality: Village of Greenport

Contact Person: Robert Brandt

Project Title: Fifth & Sixth Street Beach Special Needs Playground

Phone: 631-477-0248

Site: Define where the activity is taking place, (i.e. street address)

Fifth & Sixth Street beach

Location: Define the community or service area associated with the activity: (include 8-1/2" X 11" map of service area).
All of the Village residents use this beach.

Description of Project: (Complete description of activity to be undertaken including what improvements or facilities are to be implemented, population to be served, how funds are to be spent and anticipated accomplishments)(What steps will be undertaken to ensure timely completion of this activity, include anticipated start and completion dates)

Purchase and installation of playground equipment designed for all Village residents regardless of ability.

Census Tracts, Block Groups:

Census Tract 1701.1, Block Group 6

Is the purpose of this activity to:

Help prevent homelessness?

Yes

No

Help the Homeless?

Yes

No

Help those with HIV/AIDS?

Yes

No

Primarily help persons with Disabilities?

Yes

No

Activity to be carried out by Municipality? Yes

No

Activity to be carried out by subrecipient? Yes

No

Subrecipient Name:

DUNS#

Subrecipient Address:

Contact Person:

Telephone Number:

Is subrecipient a faith based organization?

Yes

No

Is subrecipient an instititon of higher learning?

Yes

No

Performance Indicators

Number Assisted

Number of persons to be assisted that have new access to this infrastructure improvement or public facility:

Number of persons to be assisted that have improved access to this infrastructure improvement or public facility:

TOTAL

**SUFFOLK COUNTY CONSORTIUM
PROJECT DESCRIPTION FORM
PUBLIC IMPROVEMENTS AND FACILITIES**

| COUNTY USE ONLY | | |
|--------------------|-----------------------------|-------------------|
| Project No.: | CPS Project No.: | HUD Activity No.: |
| Project Name: | Project Year: | |
| HUD Activity Code: | Approved by Suffolk County: | |

Municipality: Village of Greenport

Contact Person: Robert Brandt

Project Title: Sixth Avenue Sidewalk Rehab for ADA Compliance

Phone: 631-477-0248

Site: Define where the activity is taking place, (i.e. street address)

West side of Sixth Avenue from Front Street north to and including West St., east side of Sixth St. to Oak st

Location: Define the community or service area associated with the activity: (include 8-1/2" X 11" map of service area).

Description of Project: (Complete description of activity to be undertaken including what improvements or facilities are to be implemented, population to be served, how funds are to be spent and anticipated accomplishments)(What steps will be undertaken to ensure timely completion of this activity, include anticipated start and completion dates)

Reconstruction of existing sidewalks and aprons, adding ADA compliant access at all street intersections. Repair root damage of existing sidewalk. Completion of project will allow disabled people to independently move from the western border of the Village, including school and church to the main route into business

Census Tracts, Block Groups:

Census tract 1701.1, Block group 6

Is the purpose of this activity to:

Help prevent homelessness?

Yes

No

Help the Homeless?

Yes

No

Help those with HIV/AIDS?

Yes

No

Primarily help persons with Disabilities?

Yes

No

Activity to be carried out by Municipality? Yes

No

Activity to be carried out by subrecipient? Yes

No

Subrecipient Name:

DUNS#

Subrecipient Address:

Contact Person:

Telephone Number:

Is subrecipient a faith based organization?

Yes

No

Is subrecipient an instititon of higher learning?

Yes

No

Performance Indicators

Number Assisted

Number of persons to be assisted that have new access to this infrastructure improvement or public facility:

Number of persons to be assisted that have improved access to this infrastructure improvement or public facility:

TOTAL

**SUFFOLK COUNTY CONSORTIUM
PROJECT DESCRIPTION FORM
PUBLIC IMPROVEMENTS AND FACILITIES**

| COUNTY USE ONLY | | |
|--------------------|-----------------------------|-------------------|
| Project No.: | CPS Project No.: | HUD Activity No.: |
| Project Name: | Project Year: | |
| HUD Activity Code: | Approved by Suffolk County: | |

Municipality: Village of Greenport

Contact Person: Robert Brandt

Project Title: Third Street Park Access Rehab

Phone: 631-477-0248

Site: Define where the activity is taking place, (i.e. street address)

Third Street Park

Location: Define the community or service area associated with the activity: (include 8-1/2" X 11" map of service area).
All of the Village residents use this park.

Description of Project: (Complete description of activity to be undertaken including what improvements or facilities are to be implemented, population to be served, how funds are to be spent and anticipated accomplishments)(What steps will be undertaken to ensure timely completion of this activity, include anticipated start and completion dates)

To repair existing sidewalk and park entrance from the Third Street Firehouse apron north to Center Street, from Center Street west to Fourth Avenue, south to rear apron of Fire house. Create an ADA compliant entrance into the park on Fourth Avenue.

Census Tracts, Block Groups:

Is the purpose of this activity to:

Help prevent homelessness?

Yes

No

Help the Homeless?

Yes

No

Help those with HIV/AIDS?

Yes

No

Primarily help persons with Disabilities?

Yes

No

Activity to be carried out by Municipality? Yes

No

Activity to be carried out by subrecipient? Yes

No

Subrecipient Name:

DUNS#

Subrecipient Address:

Contact Person:

Telephone Number:

Is subrecipient a faith based organization?

Yes

No

Is subrecipient an instititon of higher learning?

Yes

No

Performance Indicators

Number Assisted

Number of persons to be assisted that have new access to this infrastructure improvement or public facility:

Number of persons to be assisted that have improved access to this infrastructure improvement or public facility:

TOTAL

IMA Town of Southold and Village of Greenport Lead Service Line Replacement Program

Intermunicipal Agreement

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** and the **Village of Greenport, a municipal corporation of the State of New York having an office at 236 Third Street, Greenport, New York 11944.**

Term of Agreement: Shall be from March 1, 2018 to February 29, 2020

Total Cost of Agreement: The Cost of Project Expenditure or \$156,040.11, whichever is less.

Whereas, the Town has procured funds from the State of New York Department of Health (the “Funds”) to institute a Lead Water Service Line Replacement Program for the financing of lead water service line replacements in areas within the geographic boundaries of the Town of Southold; and

Whereas, the Village of Greenport boundaries fall within the geographic boundaries of the Town of Southold; and

Whereas, the Village would like to utilize the Funds for the undertaking of the replacement of lead water service lines within the Village of Greenport; and

Now, Therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

1. The term of this Agreement shall be from March 1, 2018 to February 29, 2020.
2. The Town shall contract with the Village to replace lead-containing water service lines within the Boundaries of the Village.
3. Water service lines will be inspected to determine if the water service pipe, as it enters the premise, is constructed of galvanized or copper pipe. (These are likely to have a lead service connection at the main.) A mailing will be sent by the Village to the owner of record of each potentially affected property to schedule an inspection to check the service pipe material. Inspections and replacements will be made on a “first come, first served” basis.
4. Any and all labor undertaken in the locating and identifying of service line replacement And the purchase of service line replacement materials shall be done by the Village. The Village’s in-house staff shall be utilized in the performance of these obligations including, but not limited to, laborers and the Crew Leader.

IMA Town of Southold and Village of Greenport Lead Service Line Replacement Program

5. The Village's designated project Crew Leader will be responsible for overall management of the program (identification of services to be replaced, work scheduling, contractor coordination, etc.) within the Village boundaries and direct supervision of labor personnel. Two Village laborers will assist with excavation and perform service replacement work under the direct supervision of the Village designated project Crew Leader. Trenching will be performed by a contractor engaged directly by the Village, as will all asphalt pavement repair.
6. There are an estimated fifty-three (53) service lines expected to be replaced under this agreement. The Village shall be permitted to charge the Town the actual cost per water service line replacement for reimbursement of costs under the Lead Water Service Line Replacement program subject to requisite reporting.
7. The Village, and its sub-contractors, shall obtain and maintain all appropriate certifications as required and appropriate during all times that the Village is providing services under this Agreement.
8. The individuals that are provided by the Village to perform work under this agreement (except for contractors or subcontractors retained or provided by the Village) shall at all times be and remain employees of the Village, and shall be covered by all required and respective Village insurance and benefit plans, and shall have all salary, compensation, and other payments that may accrue or be due to them paid to them by the Village. The individuals shall at all times be considered as, and remain employees of the Village.
9. The Village shall be responsible for advancing all costs incurred in providing the services contemplated under this Agreement, including the salary, benefits and insurance, if applicable. The costs and expenses of the Village shall be billed by the Village to the Town on a quarterly basis and paid by the Town to the Village within thirty (30) days of receipt by the Town of the billing statement. The Village shall submit a request for payment on a Town approved voucher form along with the Village's invoice which shall include all actual applicable costs. In addition, all requisite reporting for the Lead Water Service Line Replacement Program must be concurrently provided.

The Town shall pay the Village upon the submission of a voucher submitted for services performed and reported on a bi-weekly basis. Such voucher shall be due and payable within thirty (30) days after receipt of such voucher, after which the Town shall be responsible to the Village for interest (of 1 ½ % per month) on the payment, until payment is received by the Village. The amount claimed by the Village shall not be due and payable by the Town until the Town Board has received such a voucher and has audited and approved for payment the voucher submitted by Village.

The Town Board shall process any and all vouchers received from Village as expeditiously as possible. In the event that the Town disputes or objects to any voucher, or portion of any voucher submitted by the Village pursuant to this paragraph, the Town shall, within thirty (30) days of the

IMA Town of Southold and Village of Greenport Lead Service Line Replacement Program

receipt of such voucher, notify the Village in writing of such dispute or objection. The Village acknowledges that the Village is familiar with the requirements of Section 118 of the Town Law which, in effect, prohibits payment of any of the Village's claims against the Town unless an itemized voucher has been presented to the Town Board or Town Comptroller and shall have been audited and allowed by the Town Board or Town Comptroller.

The acceptance by the Village of payment shall be, and shall operate as a release to the Town from all claims and all liabilities to the Village for all the things done or furnished in connection with this work and for every act and neglect of the Town and others relating to or arising out of, this Contract, up to the date of the voucher, except the Village's claims for interest upon the final payment, if this payment be improperly delayed. No payment, however final or otherwise, shall operate to release the Village or its sureties from any obligations under this Contract.

The Town shall be entitled to deduct from any payment owned to the Village any sums expended by the Town to cure any default or other non-compliance by the Village or to protect the Town from loss on account of claims filed, or reasonably anticipated to be filed.

10. Indemnification: The Village agrees to hold harmless and indemnify the Town and its employees, as well as New York State, for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the Village or its officers or employees while acting within their scope or capacity of their employment. The Town agrees to hold harmless and indemnify the Village and its officers and employees for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the Town or its officers or employees.

11. The Village of Greenport and any subsequent independent contractor hired by the Village agrees to carry appropriate insurance coverage from claims of bodily injury, death or property damage that may arise from the performance of services under this agreement; in limits of \$1,000,000 and \$2,000,000 aggregate liability for bodily injury and property damage. The Town shall be named as additional insured and a certificate of insurance shall be provided to the Office of the Town Clerk within 48 hours of execution of this Agreement.

12. The Village agrees to comply with the provisions of the New York State Labor Laws relating to the payment of prevailing wage rates to the extent applicable and required, or the applicable State Law in the State of disposal. In the event that at any time during performance under this Agreement the Village is required to increase the wages paid to any of its employees as a result of such requirement, all costs shall be borne by the Village.

13. Any independent contractor hired by the Village in furtherance of this project or subcontractors thereof shall comply with all federal, state and local laws, ordinances, and regulations applicable to all of the services to be performed by the Contractor. The Village must put forth its best efforts to ensure that Minority and Women Owned Businesses (MBE's and WBE's) have the opportunity to participate as subcontractors under this Agreement. Any Independent Contractor or

IMA Town of Southold and Village of Greenport Lead Service Line Replacement Program

subcontractor must comply with the provisions of the New York State Labor Laws relating to the payment of prevailing wage rates to the extent applicable, and/or any applicable State Law. In the event that at any time during performance under this Agreement the Contractor is required to increase the wages paid to any of its employees as a result of such requirement, all costs shall be borne exclusively by the Contractor.

14. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein and be applicable to both the Village and any subsequent Independent Contractor utilized in this project. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended forthwith to make such insertion. In particular, the parties shall, among other things, fully comply with:

- (a) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and providing equal opportunity.
- (b) Affirmative action as required by the Labor Law.
- (c) Prevention of dust hazard required by Labor Law Section 222-a.
- (d) Preference in employment of persons required by Labor Law Section 222.
- (e) Eight-hour workday as required by Labor Law Section 220(2).
- (f) The parties hereto, in accordance with the provisions of Section 220(3) of the Labor Law, hereby agree that there shall be paid each employee engaged in work under this Contract not less than the wage rate and supplements set opposite the trade or occupation in which he/she is engaged, which are the wage rates and supplements established as the prevailing rate of wages for the work covered by this Contract.
 - a. Labor classifications not appearing on the schedule of wages can be used only with the consent of the Owner and then the rate to be paid will be honored by the Owner after being advised by the Department of Labor.
 - b. The Contractor shall post in a prominent and accessible place on the site of the work a legible statement of all wage rates and supplements, as specified in the Contract, for the various classes of mechanics, workingmen/women, or laborers employed on the work.

15. 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 to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

16. It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement.

**IMA Town of Southold and Village of Greenport Lead
Service Line Replacement Program**

No modification of this Agreement shall be valid unless written in the form of a written Amendment and executed by both parties.

IMA Town of Southold and Village of Greenport Lead Service Line Replacement Program

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

Town of Southold

Village of Greenport

By: _____
Hon. Scott Russell
Supervisor

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

Date: _____

Date: _____

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.

**IMA Town of Southold and Village of Greenport Lead
Service Line Replacement Program**

Acknowledgement

Signature and office of person taking the

McCann's Campground Rate Increase Proposal Beginning 2019 Season

Trailers, RV's and 5th Wheels

| <u>2018</u> | | <u>2019</u> |
|-------------|---------------------------|-------------|
| \$45 | Daily | \$50 |
| \$270 | Weekly | \$300 |
| \$575 | Monthly (May, Oct) | \$645 |
| \$625 | Monthly (June, July, Aug) | \$695 |
| \$60 | Holiday Rate | \$65 |
| \$3400 | Season | \$3800 |

**Intermunicipal Agreement
Village of Greenport Road End Drainage Improvements**

This Intermunicipal Agreement (“the Contract”) is between the County of Suffolk (“the County”), a municipal corporation of the State of New York, acting through its duly constituted Department of Economic Development and Planning (“the Department”), located at H. Lee Dennison Building, 100 Veterans Memorial Highway, Hauppauge, NY 11788; and

Village of Greenport (“the Contractor” or “the Village”), a municipal corporation of the State of New York, having an address at 236 Third Street, Greenport, New York, 11944.

The Contractor has been designated to receive funds from the County for the Road End Drainage Improvement Project (“the Services”) as set forth in Article I, entitled “Description of Services.”

Term of the Contract: September 1, 2018 through December 31, 2019, unless earlier terminated as provided for herein.

Total Cost of the Contract: Shall not exceed \$237,000.00, to be paid as set forth in Article II, attached.

Terms and Conditions: Shall be as set forth in Articles I and II and Exhibits 1 and 2, attached hereto and made a part hereof.

[Contract Signatures on the Next Page]

In Witness Whereof, the parties hereto have executed the Contract as of the latest date written below.

VILLAGE OF GREENPORT

By: _____
Name _____
Title _____
Fed. Tax ID # 11-6002115
Date _____

_____ hereby
certifies under penalties of perjury that I am an
officer of the Village of Greenport, that I have read
and I am familiar with § A5-8 of Article V of the
Suffolk County Code, and the Village of *Greenport*
~~Southampton~~ meets all requirements to qualify for
exemption thereunder.

Name: _____
Date: _____

Approved as to Form:
Dennis M. Brown
County Attorney

By: _____
Maria L. Nida
Assistant County Attorney
Date _____

COUNTY OF SUFFOLK

By: _____
Dennis M. Cohen
Chief Deputy County Executive
Date: _____

Approved:
Department of Economic Development and Planning

By: _____
Theresa Ward
Deputy County Executive and Commissioner
Date _____

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Article I
Description of Services

Whereas, the Village of Greenport proposed the Road End Drainage Improvements Project to reduce and treat stormwater runoff discharged into Greenport Harbor and Shelter Island Sound North; and

Whereas, the Suffolk County Water Quality Protection and Restoration Program Review Committee (“WQPRP Review Committee”) approved the use of Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative funds (“Water Quality Funds”) for the Road End Drainage Improvements Project during the March 28, 2018 meeting of the WQPRP Review Committee; and

Whereas, pursuant to Village of Greenport Resolution #01-2018-4, adopted at the Village Board of Trustees meeting on January 25, 2018 (Attachment A), the Village authorized Village staff to apply to the WQPRP Review Committee for the Road End Drainage Improvements Project “as a 50/50 match financial commitment” on the part of the Village and authorized the Village’s Mayor to enter into an Intermunicipal Agreement with the County for the Road End Drainage Improvement Project; and

Whereas, pursuant to Suffolk County Resolution No. 584-2018 (Attachment B), the County of Suffolk amended the adopted 2018 operating budget to transfer funds from Fund 477 Water Quality Protection, amended the 2018 Capital Budget and Program, and appropriated funds in the amount of \$237,000 in connection with the Road End Drainage Improvements Project; and

Whereas, pursuant to Suffolk County Resolution No. 584-2018, the Suffolk County Legislature authorized the County Executive to execute an Intermunicipal Agreement with the Village of Greenport to conduct the Road End Drainage Improvements Project; and

Whereas, according to Suffolk County Resolution No. 584-2018, the Road End Drainage Improvements Project shall be initiated within one (1) year of the adoption of the County resolution and completed within three (3) years of the adoption of the County resolution; and

Whereas, the Road End Drainage Improvements Project is consistent with the specific goals of the Peconic Estuary Program’s Comprehensive Conservation and Management Plan to “maintain and improve water quality of the estuary through a reduction of overall stormwater runoff” and to “maintain current level of lands available to shellfish harvesting”; and

Whereas, the project is also in line with the Village of Greenport Local Waterfront Revitalization Program approved by the New York State Department of State and the federal Office of Ocean and Coastal Resource Management; and

Now Therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

1. Conflicting Provisions

In the event of any conflict between this **Article I** and any other provision to this Contract, such other provision shall prevail unless it is expressly stated that this **Article I** shall prevail.

2. Overview of Services

The Contractor shall renovate the following four (4) specific road ends in the Village of Greenport utilizing green infrastructure practices:

- a. Fourth Street – Approximately 200-300 feet of impervious road-end surface shall be removed and replaced with a pervious bio-retention swale. Two pre-cast catch basins and a pre-cast headwall shall be installed leading to the bio-retention swale. Concrete curbing shall be installed to direct stormwater flow to the pre-cast catch basins. Native vegetation shall be planted at the site and a walking path around the new bio-retention swale leading to Fourth Street Beach shall be installed. An informational sign shall be placed at the head of the walking path. The informational signage shall indicate that this project has been funded with support from the Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative.
- b. Clark Street – Approximately 100 feet of impervious road surface shall be removed and replaced with a bio-retention swale. The road end shall be renovated to include two pre-cast catch basins and a pre-cast headwall. A rip-rap seawall and rock spillway shall be installed at the far end of the basin. Concrete curbing shall be installed to direct stormwater flow to the catch basins. Native vegetation shall be planted at the site and an informational sign shall be placed at the road end between the two new catch basins. The informational signage shall indicate that this project has been funded with support from the Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative.
- c. Brown Street – Approximately 50 feet of impervious road surface shall be removed and replaced with a bio-retention swale. One pre-cast basin and a headwall shall be installed. A rip-rap seawall and rock spillway shall be installed at the far end of the basin. Permeable pavers shall be installed at the road end. Concrete curbing shall be installed to direct stormwater flow to the catch basins. Native vegetation shall be planted at the site and an informational sign shall be placed at the road end near the bio-retention swale. The informational signage shall indicate that this project has been funded with support from the Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative.
- d. Flint Street – A catch basin that currently directly outfalls to surface waters shall be replaced with a leeching field including an outfall leading to a new bio-retention swale at the road end. Concrete curbing shall be installed to direct water to the leeching field. A walking path and bench shall be installed at the bio-retention swale. Native vegetation shall be planted at the site and an informational sign shall be placed by the bench. The informational signage shall indicate that this project has been funded with support from the Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative.

3. Project Tasks

- a. The Contractor shall prepare design and engineering plans for the four (4) road ends utilizing in-house staff. The Contractor shall submit the Road End Drainage Improvements Project design and engineering plans to the County for review.

- b. The Contractor shall apply for and obtain all necessary permits, prepare construction specifications, and oversee construction services for the Road End Drainage Improvements Project.
 - c. The Contractor shall oversee construction to ensure that the prescribed elements of the Road End Drainage Improvements Project are completed.
 - d. Final "As Built" plans for the completed Road End Drainage Improvements Project shall be submitted by the Contractor to the County.
4. **Village Subcontractor(s)**
- The Contractor shall require professional contracted services as part of the Road End Drainage Improvements Project. The Contractor shall hire a construction subcontractor(s) to complete excavation work, installation of catch basins and piping, installation of concrete curbing and rip-rap walls, and asphalt restoration for the Road End Drainage Improvements Project. The Contractor shall utilize in-house staff to oversee the work of its construction subcontractor(s).
5. **Project Timeline:**
- a. The Contractor has completed design and engineering work for the Road End Drainage Improvements Project and has submitted the design and engineering plans to the County prior to the execution of this Contract.
 - b. The Contractor shall solicit bids for construction of the Road End Drainage Improvements Project and anticipates Village Board Approval of a recommended construction subcontractor by December 31, 2018.
 - c. The Contractor anticipates beginning construction work during Winter/Spring of 2019.
 - d. The Contractor expects all construction work and activities to be completed by June 30, 2019.
 - e. Final "As-Built" Plans shall be submitted to the County by December 31, 2019.

End of Text for Article I

Article II
Financial Terms and Conditions

1. Conflicting Provisions

In the event of any conflict between any provision in this Article II and an exhibit to this Contract, the exhibit shall prevail, unless it is expressly stated in the conflicting provision in this Article II that it shall prevail over the exhibit.

2. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

In order for payment to be made by the County to the Contractor for the Services, the Contractor shall prepare and present a Suffolk County Payment Voucher (Voucher), which shall be documented by sufficient, competent and evidential matter. Each Suffolk County Payment Voucher submitted for payment is subject to Audit at any time during the Term or any extension thereof. This provision shall survive expiration or termination of this Contract for a period of not less than seven (7) years, and access to records shall be as set forth in paragraph 31 of Exhibit 1, and paragraph 4(b) of Article II.

b. Voucher Documentation

The Suffolk County Payment Voucher shall list all information regarding the Services and other items for which expenditures have been or will be made in accordance with the Contract. Either upon execution of the Contract (for the Services already rendered and expenditures already made), or not more than thirty (30) days after the expenditures were made, and in no event after the 31st day of January following the end of each year of the Contract, the Contractor shall furnish the County with detailed documentation in support of the payment for the Services or expenditures under the Contract, e.g., dates of the Service, worksite locations, activities, hours worked, and pay rates for all Services. The Suffolk County Payment Voucher shall include time records, certified by the Contractor as true and accurate, of all personnel for whom expenditures are claimed during the period. All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons. Disbursements made by the Contractor in accordance with the Contract and submitted for reimbursement must be documented and must comply with accounting procedures as set forth by the Suffolk County Department of Audit and Control.

c. Payment by County

Payment by the County shall be made within thirty (30) days after approval of the Voucher by the Comptroller.

d. Final Voucher

The acceptance by the Contractor of payment of all billings made on an approved voucher shall operate as and shall be a release of the County from all claims by the Contractor through the date of the Voucher.

3. Subject to Appropriation of Funds

- a. The Contract is subject to the amount of funds appropriated each fiscal year and any subsequent modifications thereof by the County Legislature, and no liability shall be incurred by the County beyond the amount of funds appropriated each fiscal year by the County Legislature for the Services.
- b. If the County fails to receive Federal or State funds originally intended to pay for the Services, or to reimburse the County, in whole or in part, for payments made for the Services, the County shall have the sole and exclusive right to:
 - i.) determine how to pay for the Services;
 - ii.) determine future payments to the Contractor; and
 - iii.) determine what amounts, if any, are reimbursable to the County by the Contractor and the terms and conditions under which such reimbursement shall be paid.

4. Accounting Procedures

- a. The Contractor shall maintain accounts, books, records, documents, other evidence, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Contract, in accordance with generally accepted accounting principles and with rules, regulations and financial directives, as may be promulgated by the Suffolk County Department of Audit and Control and the Department. The Contractor shall permit inspection and audit of such accounts, books, records, documents and other evidence by the Department and the Suffolk County Comptroller, or their representatives, as often as, in their judgment, such inspection is deemed necessary. Such right of inspection and audit as set forth in subparagraph (b) below shall exist during the Term and for a period of seven (7) years after expiration or termination of the Contract.
- b. The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.

5. Audit

- a. All payments made under the Contract are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and the Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to Services under the Contract. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Comptroller or shall submit a proposed plan of repayment to the Comptroller. If there is no response, or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under the Contract or any other Fund Source.
- b. The provisions of this paragraph shall survive the expiration or termination of the Contract for a period of seven (7) years, and access to records shall be as set forth in paragraph 31 of Exhibit 1, and paragraph 4(b) of Article II.

6. Comptroller's Rules and Regulations for Consultant's Agreements

The Contractor shall comply with the "Comptroller's Rules and Regulations for Consultant's Agreements" as promulgated by the Department of Audit and Control of Suffolk County and any amendments thereto during the Term of the Contract. The "Comptroller's Rules and Regulations for Consultant's Agreements" may be viewed online at the County's website, SuffolkCountyny.gov; go to "Government," then "Comptroller," then "Consultant's Agreements."

7. Specific Payment Terms and Conditions

a. Project Cost

The Total Cost of the Road End Drainage Improvement Project is \$474,000.00.

b. County Funding

Pursuant to the terms of Suffolk County Resolution Number 584-2018 (Attachment B), the County shall reimburse the Contractor for up to \$237,000.00 for the Road End Drainage Improvements Project. The County shall not be responsible for any costs which exceed the Total Cost of the Contract on the first page of the Contract.

c. Matching Funds

- i.) The Contractor shall not use the County funds granted under this Contract as matching funds for this project or any other federal, state, or other grant program unless specifically authorized by written consent from the County.
- ii.) The Village of Greenport shall provide matching funds for the Services in an amount no less

Village of Greenport Road End Drainage Improvement Project

than either \$237,000.00 or one half (1/2) of the Total Cost of the Project, whichever is less.

- iii.) The Contractor shall be responsible for any costs which are not reimbursed or reimbursable under this Contract. Additional funding necessary to complete the project shall be provided as determined by the Contractor.
- iv.) All of the Services, as described in Article I, must be completed by the Contractor in order to receive final payment for the Services from the County.

d. **Project Budget**

The following table contains the Budget for the Services. The table outlines the County's expenses and also the funding match required to meet the County's requirements.

| Expenditure Category | Village Match | County Grant | Total Costs |
|------------------------------|------------------|------------------|------------------|
| In-house Labor | \$60,725 | \$0 | \$60,725 |
| Equipment/Materials/Supplies | \$23,000 | \$23,000 | \$46,000 |
| Contractual Services | \$153,275 | \$214,000 | \$367,275 |
| Total Project Costs | \$237,000 | \$237,000 | \$474,000 |

e. **Submission of Vouchers**

Payment to the Contractor for the County funds granted under this Contract shall be made upon completion of the Road End Drainage Improvements Project. The Contractor shall submit a Suffolk County Payment Voucher for its expenses. The Suffolk County Payment Voucher shall document the expenses to be reimbursed by the County as well as the expenses incurred by the Contractor as part of its match.

End of Text for Article II

Exhibit 1
County Terms and Conditions

1. Elements of Interpretation

As used throughout the Contract:

a. Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons, and shall include successors and assigns.

b. Capitalized terms used, but not otherwise defined herein, shall have the meanings assigned to them in the Contract.

2. Meanings of Terms

As used in the Contract:

“Comptroller” means the Comptroller of the County of Suffolk.

“Contract” means all terms and conditions herein forming all rights and obligations of the Contractor and the County.

“Contractor” means the signatory person, partnership, corporation, association or other entity, its officers, officials, employees, agents, servants, sub-contractors, volunteers, and any successor or assign of any one or more of the foregoing performing the Services.

“County” means the County of Suffolk, its departments, and agencies.

“County Attorney” means the County Attorney of the County of Suffolk.

“Department” means the signatory department approving the Contract.

“Engineering Services” means the definition of the practice of engineering and the definition of practice of land surveying, as the case may be, under Section 7201 and Section 7203 of the State Education Law, respectively.

“Event of Default” means

a. the Contractor’s failure to perform any duty required of it under paragraphs 4 through 7 of this Exhibit 1 of the Contract; or

b. the Contractor’s failure to maintain the amount and types of insurance with an authorized insurer as required by the Contract; or

c. the Contractor’s failure to maintain

insurance required by the Contract with an insurer that has designated the New York Superintendent of Insurance as its lawful agent for service of process; or

d. The Contractor’s failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or

e. The Contractor’s bankruptcy or insolvency; or

f. The Contractor’s failure to cooperate in an Audit; or

g. The Contractor’s falsification of records or reports, misuse of funds, or malfeasance or nonfeasance in financial record keeping arising out of, or in connection with, any contract with the County; or

h. The Contractor’s failure to submit, or failure to timely submit, documentation to obtain Federal or State funds; or

i. The inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor; or

j. Any condition the County determines, in its sole discretion, that is dangerous.

“Federal” means the United States government, its departments and agencies.

“Fund Source” means any direct or indirect sum payable to the Contractor by the County pursuant to any lawful obligation.

“Legislature” means the Legislature of the County of Suffolk.

“Services” means all that which the Contractor must do, and any part thereof arising out of, or in connection with, the Contract as described in Article I “Description of Services.”

“State” means the State of New York.

“Suffolk County Payment Voucher” means the document authorized and required by the Comptroller for release of payment.

“Term” means the time period set forth on page one of the Contract and, if exercised by the County, the option period.

3. Contractor Responsibilities

a. It shall be the duty of the Contractor to discharge, or cause to be discharged, all of its responsibilities, and to administer funds received in the interest of the County in accordance with the provisions of the Contract.

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b. The Contractor shall promptly take all action as may be necessary to render the Services.

c. The Contractor shall not take any action that is inconsistent with the provisions of the Contract.

d. Services provided under this Contract shall be open to all residents of the County.

4. Qualifications, Licenses, and Professional Standards

a. The Contractor represents and warrants that it has, and shall continuously possess, during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.

b. The Contractor shall continuously have during the Term all required authorizations, certificates, certifications, registrations, licenses, permits, and other approvals required by Federal, State, County, or local authorities necessary to qualify it to render the Services.

5. Notifications

a. The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held by any person necessary to qualify him or the Contractor to perform the Services.

b. In the event that a person is no longer licensed to perform the Services, the Contractor must immediately notify the County, but in no event shall such notification be later than five (5) days after a license holder has lost the license required to qualify the license holder or the Contractor to perform the Services.

c. In the event that the Contractor is not able to perform the Services due to a loss of license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the generality of the foregoing, if any part of the Contract remains to be performed, and the termination of the license does not affect the Contractor's ability to render the Services, every other term and provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

6. Documentation of Professional Standards

The Contractor shall maintain on file, in one location in Suffolk County, all records that demonstrate that it has complied with paragraphs 4 and 5 above. The address of the location of the aforesaid records and documents shall be provided to the County no later than the date of execution of the Contract. Such documentation shall be kept, maintained, and available for inspection by the County upon twenty-four (24) hours notice.

7. Credentialing

a. In the event that the Department, or any division thereof, maintains a credentialing process to qualify the Contractor to render the Services, the Contractor shall complete the required credentialing process. In the event that any State credential, registration, certification, or license, Drug Enforcement Agency registration, or Medicare or Medicaid certification is restricted, suspended, or temporarily or permanently revoked, it is the duty of the Contractor to contact the Department, or division thereof, as the case may be, in writing, no later than three (3) days after such restriction, suspension, or revocation.

b. The Contractor shall forward to the Department, or division thereof, as the case may be, on or before July 1 of each year during the Term, a complete list of the names and addresses of all persons providing the Services, as well as their respective areas of certification, credentialing, registration, and licensing.

8. Engineering Certificate

In the event that the Contract requires any Engineering Services, the Contractor shall submit to the County, no later than the due date for submission for approval of any engineering work product, the Certificate of Authorization ("Certificate"), issued pursuant to § 7210 of the New York Education Law, of every person performing any Engineering Services. The failure to file, submit or maintain the Certificate shall be

grounds for rejection of any engineering work product submitted for approval.

9. Termination

a. Thirty Days Termination

The County shall have the right to terminate the Contract without cause, for any reason, at any time, upon such terms and conditions it deems appropriate, provided, however, that no such termination shall be effective unless the Contractor is given at least thirty (30) days notice.

b. Event of Default; Termination on Notice

i.) The County may immediately terminate the Contract, for cause, upon such terms and conditions it deems appropriate, in the Event of Default.

ii.) If the Contractor defaults under any other provision of the Contract, the County may terminate the Contract, on not less than five (5) days notice, upon such terms and conditions it deems appropriate.

c. Termination Notice

Any notice providing for termination shall be

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delivered as provided for in paragraph 33 of this Exhibit I.

d. Duties upon Termination

i.) The Contractor shall discontinue the Services as directed in the termination notice.

ii.) Subject to any defenses available to it, the County shall pay the Contractor for the Services rendered through the date of termination.

iii.) The County shall be released from any and all liability under the Contract, effective as of the date of the termination notice.

iv.) Upon termination, the Contractor shall reimburse the County the balance of any funds advanced to the Contractor by the County no later than thirty (30) days after termination of the Contract. The provisions of this

subparagraph shall survive the expiration or termination of the Contract.

v.) Nothing contained in this paragraph shall be construed as a limitation on the County's rights set forth in paragraphs 5(c) and 15 of this Exhibit I.

10. Indemnification and Defense

a. The Contractor shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Contractor, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with the Contract.

b. The Contractor hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Contractor agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.

c. The Contractor shall defend the County, its agents,

servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Contract, and any copyright infringement proceeding or action. Alternatively, at the County's option, the County may defend any such proceeding or action and require the Contractor to pay reasonable attorneys' fees or salary costs of County employees of the Department of Law for the defense of any such suit.

11. Insurance

a. The Contractor shall continuously maintain, during the Term of the Contract, insurance in amounts and types as follows:

i.) Commercial General Liability insurance, including

contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.

ii.) Automobile Liability insurance (if any non-owned or owned vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence. The County shall be named an additional insured.

iii.) Workers' Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations and Disability Benefits insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iv.) Professional Liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per-occurrence or claims-made coverage basis.

b. The County may mandate an increase in the liability limits set forth in the immediately preceding paragraphs (11)(a)(i), (ii), and (iv).

e. All policies providing such coverage shall be issued by insurance companies authorized to do business in New York with an A.M. Best rating of A- or better.

d. The Contractor shall furnish to the County, prior to the execution of the Contract,

declaration pages for each policy of insurance and certificates, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements.

e. In the case of commercial general liability insurance the Contractor shall furnish to the County, prior to the execution of the Contract, a declaration page or insuring agreement and endorsement page evidencing the County's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.

f. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the Contractor to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.

g. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.

12. Independent Contractor

The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything herein, the Contract shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.

13. Severability

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

14. Merger; No Oral Changes

It is expressly agreed that the Contract represents the entire agreement of the parties and that all previous understandings are herein merged in the Contract. No modification of the Contract shall be valid unless in written form and executed by both parties.

15. Set-Off Rights

The County shall have all of its common law, equitable, and statutory rights of set-off. These

rights shall include, but not be limited to, the County's option to withhold from a Fund Source an amount no greater than any moneys due and owing to the County for any reason. The County shall exercise its set-off rights subject to approval by the County Attorney. In cases of set-off pursuant to a Comptroller's audit, the County shall only exercise such right after the finalization thereof, and only after consultation with the County Attorney.

16. Non-Discrimination in Services

a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status:

i.) deny any individual the Services provided pursuant to the Contract; or

ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Contract; or

iii.) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Contract; or

iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Contract; or

v.) treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive the Services provided pursuant to the Contract.

b. The Contractor shall not utilize criteria or methods of administration which have the effect of

subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, or have the effect of substantially impairing the Contract with respect to individuals of a particular race, creed, color, national origin, sex, age,

disability, sexual orientation, military status, or marital status, in determining:

- i.) the Services to be provided, or
- ii.) the class of individuals to whom, or the situations in which, the Services will be provided; or
- iii.) the class of individuals to be afforded an opportunity to receive the Services.

17. Nonsectarian Declaration

The Services performed under the Contract are secular in nature. No funds received pursuant to the Contract shall be used for sectarian purposes or to further the advancement of any religion. The Services will be available to all eligible individuals regardless of religious belief or affiliation.

18. Governing Law

The Contract shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

19. No Waiver

It shall not be construed that any failure or forbearance of the County to enforce any provision of the Contract in any particular instance or instances is a waiver of that provision. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure or forbearance.

20. Conflicts of Interest

The Contractor shall not, during the Term, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Contract and its private interests. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or

potential. This duty shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

21. Cooperation on Claims

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its

employees or designated representatives arising out of, or in connection with, the Contract.

22. Confidentiality

Any document of the County, or any document created by the Contractor and used in rendering the Services, shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules, and regulations.

23. Assignment and Subcontracting

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the moneys that may be due or become due hereunder, (collectively referred to in this paragraph 23 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

b. Such Assignment shall be subject to all of the provisions of the Contract and to any other condition the County requires. No approval of any Assignment shall be construed as enlarging any obligation of the County under the terms and provisions of the Contract. No Assignment of the Contract or assumption by any person of any duty of the Contractor under the Contract shall provide for, or otherwise be construed as, releasing the Contractor from any term or provision of the Contract.

24. Changes to Contractor

a. The Contractor may, from time to time, with the County's consent, enter into a Permitted Transfer. For purposes of the Contract, a Permitted Transfer means:

i.) if the Contractor is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof, and

ii.) if the Contractor is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter),

1. the dissolution, merger, consolidation or other reorganization of the Contractor,

2. the sale or other transfer of twenty percent (20%) or more of the

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shares of the Contractor (other than to existing shareholders, the corporation itself or the immediate family members of shareholders by reason of gift, sale or devise).

b. If the Contractor is a not-for-profit corporation, a change of twenty percent (20%) or more of its shares or members shall be deemed a Permitted Transfer.

c. The Contractor shall notify the County in writing, which notice (the "Transfer Notice") shall include:

i.) the proposed effective date of the Permitted Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice;

ii.) a summary of the material terms of the proposed Permitted Transfer,

iii.) the name and address of the proposed transferee,

iv.) such information reasonably required by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed transferee, nature of the proposed assignee/transferee's business and experience;

v.) all executed forms required pursuant to Exhibit 2 of the Contract, that are required to be submitted by the Contractor; and

vi.) such other information as the County may reasonably require.

d. The County agrees that any request for its consent to a Permitted Transfer shall be granted provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 189 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 33 of this Exhibit 1 of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such 20-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

e. Notwithstanding the County's consent,

i.) the terms and conditions of the Contract shall in no way be deemed to have been waived or modified, and

ii.) such consent shall not be deemed consent to any further transfers.

25. **No Intended Third Party Beneficiaries**

The Contract is entered into solely for the benefit of the County and the Contractor. No third party shall be deemed a beneficiary of the Contract and no third party shall have the right to make any claim or assert any right under the Contract.

26. **Certification as to Relationships**

The Contractor certifies under penalties of perjury that, other than through the funds provided in the Contract and other valid agreements with the County, there is no known spouse, life partner, business, commercial, economic, or financial relationship with the County or its elected officials. The Contractor also certifies that there is no relationship within the third degree of consanguinity, between the Contractor, any of its partners, members, directors, or shareholders owning five percent (5%) or more of the

Contractor, and the County. The foregoing certification shall not apply to a contractor that is a municipal corporation or a government entity.

27. **Publications**

Any book, article, report, or other publication related to the Services provided pursuant to this Contract shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by the County of Suffolk."

28. **Copyrights and Patents**

a. **Copyrights**

Any and all materials generated by or on behalf of the Contractor while performing the Services (including, without limitation, designs, images, video, reports, analyses, manuals, films, tests, tutorials, and any other work product of any kind) and all intellectual property rights relating thereto ("Work Product") are and shall be the sole property of the County. The Contractor hereby assigns to the County its entire right, title and interest, if any, to all Work Product, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in the County of any and all Work Product. The Contractor may not secure copyright protection. The County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, consent to produce, reproduce, publish, translate, display or otherwise use the Work Product. This paragraph shall survive any completion, expiration or termination of this Contract.

The County shall be deemed to be the author of all the Work Product. The Contractor acknowledges that all Work Product shall constitute "work made for hire" under the U.S. copyright laws. To the

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extent that any Work Product does not constitute a "work made for hire," the Contractor hereby assigns to the County all right, title and interest, including the right, title and interest to reproduce, edit, adapt, modify or otherwise use the Work Product, that the Contractor may have or may hereafter acquire in the Work Product, including all intellectual property rights therein, in any manner or medium throughout the world in perpetuity without compensation. This includes, but is not limited to, the right to reproduce and distribute the Work Product in electronic or optical media, or in CD-ROM, on-line or similar format.

b. Patents

If the Contractor develops, invents, designs or creates any idea, concept, code, processes or other work or materials during the Term, or as a result of any Services performed under the Contract ("patent eligible subject matter"), it shall be the sole property of the County. The Contractor hereby assigns to the County its entire right, title and interest, if any, to all patent eligible subject matter, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in the County of any and all patent eligible subject matter. The Contractor may not apply for or secure for itself patent protection. The County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, consent to produce or otherwise use any item so discovered and/or the right to secure a patent for the discovery or invention. This paragraph shall survive any completion, expiration or termination of this Contract.

29. Arrears to County

The Contractor warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon any debt, contract, or any other lawful obligation, and is not in default to the County as surety.

30. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction

In the event that the Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Article II of Chapter 353, as more fully set forth in Exhibit 2 entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

31. Record Retention

The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial

information that is privileged or confidential. Without limiting the generality of the foregoing, records directly related to contract expenditures shall be kept for a period of ten (10) years because the statute of limitations for the New York False Claims Act (New York False Claims Act § 192) is ten (10) years.

32. Certification Regarding Lobbying

Together with this Contract and as a condition precedent to its execution by the County, the Contractor shall have executed and delivered to the County the Certification Regarding Lobbying (if payment under this Contract may exceed \$100,000) as required by Federal regulations, and shall promptly advise the County of any material change in any of the information reported on such Certification, and shall otherwise comply with, and shall assist the County in complying with, said regulations as now in effect or as amended during the term of this Contract.

33. Notice

Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Contractor at the address on page 1 of the Contract and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Contractor relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

End of Text for Exhibit 1

Exhibit 2
Suffolk County Legislative Requirements

NOTE: THE CONTRACTOR'S COMPLETED LEGISLATIVE REQUIREMENTS FORMS REFERENCED HEREIN ARE AVAILABLE ON FILE AT THE DEPARTMENT NAMED ON THE SIGNATURE PAGE OF THIS CONTRACT.

1. Contractor's/Vendor's Public Disclosure Statement

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-8 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-8 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-8 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Contract.

Required Form:
Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 575, of the Suffolk County Code.

This Contract is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Forms:

Suffolk County Living Wage Form DOL-LW-1/38 (Revised 8/2017); entitled "Suffolk County Department of Labor, LICENSING & CONSUMER AFFAIRS -Notice of Application for County Compensation-LIVING WAGE

CERTIFICATION/DECLARATION-SUBJECT TO AUDIT."

3. Use of County Resources to Interfere with Collective Bargaining Activities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article I of Chapter 803 of the Suffolk County Code.

County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803 of the Suffolk County Code, including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

If the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Chapter 803, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Form:
Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor - Labor Mediation Unit Union Organizing Certification/Declaration - Subject to Audit."

4. Lawful Hiring of Employees Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 353 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the

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County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the Contract, and whenever a new contractor or subcontractor is hired under the terms of the Contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of the Contract.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the Contract for violations of this Law and to seek other remedies available under the law.

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

"SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING, & CONSUMER AFFAIRS – NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW (8 U.S.C. SECTION 1324A) WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES, Suffolk County Code, Chapter 353 (2006)" DOL-LHE 1 / 2 (REVISED 8/2017).

5. **Gratuities**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 664 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

6. **Prohibition Against Contracting with Corporations that Reincorporate Overseas**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. **Child Sexual Abuse Reporting Policy**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

The Contractor shall comply with Article II of Chapter 880, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

8. **Non Responsible Bidder**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered

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under section 189-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article III of Chapter 893 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. Youth Sports

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. Work Experience Participation

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

12. Safeguarding Personal Information of Minors

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 20-2013, a Local Law to Safeguard the Personal Information of Minors in Suffolk County.

All contract agencies that provide services to minors are required to protect the privacy of the minors and are strictly prohibited from selling or otherwise providing to any third party, in any manner whatsoever, the personal or identifying

information of any minor participating in their programs.

13. Contract Agency Performance Measures and Reporting Requirements

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 41-2013, a Charter Law to Implement Performance Measurement to Increase Accountability and Enhance Service Delivery by Contract Agencies (Article VIII of Chapter 189 of the Suffolk County Code).

All contract agencies having a contract in excess of \$50,000 shall cooperate with the contract's administering department to identify the key performance measures related to the objectives of the service the contract agency provides and shall develop an annual performance reporting plan. The contract agency shall cooperate with the administering department and the County Executive's Performance Management Team to establish working groups to identify appropriate performance indicators for monthly evaluation of the contract agency's performance measures.

14. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

15. Suffolk County Code of Ethics

As required by Suffolk County Standard Operating Procedure A-06, the following is a link to the Suffolk County Ethics Booklet, which contains the provisions of the Suffolk County Code of Ethics:

<http://www.suffolkcountynv.gov/Portals/0/Boardofethics/Code%20of%20Ethics%20Booklet%20-%20New%20Revised%20May%202017.pdf>

End of Text for Exhibit 2



VILLAGE OF GREENPORT
BOARD OF TRUSTEES
REGULAR MEETING
THURSDAY, JANUARY 25, 2018 AT 7:00 PM
RESOLUTION OF THE BOARD OF TRUSTEES

At the Village of Greenport Board of Trustees Regular Meeting held on Thursday, January 25, 2018; the Board adopted a

RESOLUTION determining that the application for the Suffolk County Water Quality Protection Program and Land Stewardship Initiatives is a Type II Action for purposes of SEQRA, and authorizing the Village of Greenport management staff to submit paperwork for the application for the Suffolk County Water Quality Protection Program and Land Stewardship Initiatives for the construction of stormwater retention road ends at specified Village properties, as a "50/50 match" financial commitment on the part of the Village of Greenport, and further authorizing Mayor Hubbard to sign any necessary corresponding agreements or contracts.

STATE OF NEW YORK
COUNTY OF SUFFOLK ss:

THIS IS TO CERTIFY THAT I, Sylvia Pirillo, Village Clerk of the Village of Greenport of the County of Suffolk, have compared the foregoing copy of the resolution now on file in this office, which was adopted by the Village of Greenport Board of Trustees on January 25, 2018 and that the same is a true and correct transcript of said resolution of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Village of Greenport of the County of Suffolk.

Dated: January 25, 2018


Sylvia Lazzari Pirillo, RMC
Village Clerk

ATTACHMENT B

Intro. Res. No. 1592-2018

Laid on Table 6/19/2018

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. 584 -2018, AMENDING THE ADOPTED 2018 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2018 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH THE ROAD END DRAINAGE IMPROVEMENT PROJECT WITHIN THE VILLAGE OF GREENPORT (CP 8240.338)

WHEREAS, there are sufficient funds within the Reserved Fund Balance of Fund 477 for the purpose of Water Quality Protection; and

WHEREAS, the Suffolk County Water Quality Protection and Restoration Program Review Committee, pursuant to Article XII of the SUFFOLK COUNTY CHARTER has recommended funding for the Road End Drainage Improvement Project within the Village of Greenport at its March 28, 2018 meeting as an appropriate use of Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative funds; and

WHEREAS, Suffolk County First District Legislator Al Krupski will sponsor the Road End Drainage Project within the Village of Greenport, in accordance with Article XII of the SUFFOLK COUNTY CHARTER; and

WHEREAS, this project proposes to renovate four specific road ends located at Fourth Street, Clark Street, Brown Street, and Flint Street in the Village of Greenport in order to reduce and treat stormwater runoff affecting Greenport Harbor; and

WHEREAS, the project will utilize green infrastructure practices including bio-retention swales, permeable pavers, rip-rap seawalls, and native plantings; and

WHEREAS, the main body of Greenport Harbor known as Shelter Island Sound North is designated by the New York State Department of Environmental Conservation as a threatened waterway for shellfish and a stressed waterway for fish consumption; and

WHEREAS, the project is consistent with the specific goals of the Peconic Estuary Program's Comprehensive Conservation and Management Plan to "maintain and improve water quality of the estuary through a reduction of overall stormwater runoff" and to "maintain current level of lands available to shellfish harvesting"; and

WHEREAS, the Village of Greenport determined by Village Board Resolution adopted at the January 25, 2018 Village of Greenport Board of Trustees Regular Meeting, that the application for the Suffolk County Water Quality and Land Stewardship Initiative is a Type II action for purposes of SEQRA and authorized the Village staff to submit an application for the construction of stormwater retention road ends at specified Village properties, as a 50/50 match financial commitment on the part of the Village of Greenport; and

WHEREAS, the Village of Greenport has also authorized by said Resolution for Village of Greenport Mayor Hubbard to sign any necessary corresponding agreements of contracts; and

WHEREAS, the project will be initiated within one year of the date of adoption of this Resolution; and

WHEREAS, the project will be completed within three years of the date of adoption of this Resolution; and

WHEREAS, funding for this project is requested through the Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2018 Adopted Capital Budget and Program, as the basis for funding capital projects such as this project; and

WHEREAS, there are sufficient funds available in Fund 477 within the Reserved Fund Balance for Water Quality related projects to support the appropriation of this project within the 2018 Capital Budget and Program; now, therefore be it

1st **RESOLVED**, that the Village of Greenport, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, found as documented by Village Board Resolution adopted on January 25, 2018, that this proposed action constitutes a Type II Action for purposes of SEQRA. Therefore the SEQRA review is complete and no further action needs to be taken by Suffolk County; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of sixty-six (66) is eligible for approval in accordance with the provisions of Resolution No. 471-1994, as revised by Resolution No. 461-2006; and be it further

3rd **RESOLVED**, that sufficient funds exist within Fund 477's Water Quality Reserve Fund Balance component to cover the cost of the County's share for this project; and be it further

4th **RESOLVED**, that the Adopted 2018 Operating Budget be and hereby is amended and that the interfund transfer be and hereby is appropriated from Fund 477 Reserve Fund Balance as follows:

EXPENDITURES:

| <u>Fund</u> | <u>Dept</u> | <u>Unit</u> | <u>Object</u> | <u>Description</u> | <u>Amount</u> |
|-------------|-------------|-------------|---------------|--------------------------|---------------|
| 477 | IFT | E525 | 9600 | Transfer to Capital Fund | \$237,000 |

and be it further

5th **RESOLVED**, that the interfund revenues be and hereby are transferred and accepted in the Capital Fund as follows:

REVENUES:

| <u>Fund</u> | <u>Dept</u> | <u>Unit</u> | <u>Rev Source</u> | <u>Description</u> | <u>Amount</u> |
|---------------------------------|-------------|-------------|-------------------|---|---------------|
| 525 (Ref. 525-CAP-IFTR-R477) | CAP | IFTR | R477 | Transfer from Water Quality Protection | \$237,000 |

and be it further

6th **RESOLVED**, that the 2018 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 8240
Project Title: Greenport Road End Drainage Improvement Project

| | <u>Total Est'd Cost</u> | <u>Current 2018 Capital Budget & Program</u> | <u>Revised 2018 Capital Budget & Program</u> |
|-----------------|---------------------------------|--|--|
| 3. Construction | \$237,000 | \$0 | \$237,000 W |
| TOTAL | \$237,000 | \$0 | \$237,000 |

and be it further

7th **RESOLVED**, that these Water Quality proceeds in the amount of \$237,000 be and hereby is appropriated as follows:

| <u>Project Number</u> | <u>Project Title</u> | <u>Amount</u> |
|-----------------------|---|---------------|
| 525-CAP-8240.338 | Greenport Road End Drainage Improvement | \$237,000 |

and be it further

8th **RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized and directed to accept these interfund revenues and effectuate these interfund transfers, including the associated cash transfers to finance this capital project; and be it further

9th **RESOLVED**, that the County Executive is hereby authorized to enter into an Intermunicipal Agreement with the Village of Greenport under section 119-o of the NEW YORK GENERAL MUNICIPAL LAW which shall include but not limited to, a provision authorizing the Village of Greenport to implement the Road End Drainage Improvement Project.

DATED: July 17, 2018

APPROVED BY:

/s/ Steven Bellone
County Executive of Suffolk County

Date: August 1, 2018

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING WETLANDS PERMIT APPLICATION
OF BROOKE EPPERSON ON BEHALF OF ERIKA CABRAL

WHEREAS an application for a wetlands permit approval was filed by Brooke Epperson as applicant on behalf of Erika Cabral with the Board of Trustees of the Village of Greenport; and

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

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the consideration and approval of the wetlands permit application and it is further

RESOLVED that the Board of Trustees hereby determines that the approval of the wetlands permit application is an Unlisted Action for purposes of SEQRA; it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the approval of the wetlands permit application;

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; all of the above provided that certain conditions are met as follows:

Pool waste water shall be directed to the Village sewer via permanent piping,
Mechanical equipment must be installed outside of the floodplain,
During construction, any required dewatering shall not be directed to the Bay,
A silt fence must be installed during construction,
A minimum, five (5) - foot no-turf buffer is to be installed along the entire length of the existing bulkhead, and
The term of the permit shall be one year.

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

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: September 27, 2018

CONTRACT

AGREEMENT, made this day of 2018 by and between the **Village of Greenport, with offices located at 236 Third Street, Greenport, New York 11944**, party of the first part (the "Village") and **James D. Schott, with a mailing address of P O Box 325, Greenport, New York 11944** (the "Contractor").

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

1. The Contractor shall perform all labor, and furnish all the materials, equipment, tools, and implements required to perform and complete the contract work, and will faithfully perform and complete in a satisfactory manner the entire work of the project for the Village of Greenport as described and in accordance with the specifications provided by the Village of Greenport for providing **TECHNICAL SOUND SERVICES to the Village of Greenport exclusively, for the musical performance schedule for the 2018 Dances in the Park program for the following eight (8) performances:**

July 2: Who Are Those Guys

July 9: Vendettas

July 16: Southbound

July 23: That Motown Band

July 30: Abrazos

August 13: Winston Irie

August 20: Cravin Band

August 27: Gene Casey & The Lone Sharks

The stage area shall be in Mitchell Park, Greenport, NY. TECHNICAL SOUND SERVICES shall include: one engineer; erection and disassembly of all sound systems during the event.

Contractor shall load-in and set-up with sufficient time for the performance to promptly start at 7:30 pm and is not to exceed 9:30 pm local time. Additional times for delivery and pick-up of stationary equipment will be determined and coordinated with the Village of Greenport.

2. In consideration of the Contractor satisfactorily performing this Contract the Village of Greenport shall pay for the above eight (8) performances at a payment of Four Hundred Dollars (\$ 400.00) per each performance, for a total of Three Thousand Two Hundred Dollars (\$ 3,200.00) payable at the receipt of individual invoices for each performance dates, in accordance with the terms of this agreement.

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

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

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

6. The Contractor acknowledges that this Contract and the Contract Work is a public improvement project and subject to prevailing wage requirements as set forth in the New York State Labor Law and that the Contractor shall comply with all provisions of the New York State Labor Law applicable to public construction and improvement projects. The Contractor shall insure that the Contractor and Contractor's subcontractors, if any, pay their laborers in compliance with the prevailing wage rate schedule published by the Department of Labor, as the same may be amended during the course of this project, and that the Contractor and the Contractor's Subcontractors shall file with the Village transcripts of their payrolls, subscribed, and affirmed under the penalty of perjury, in accordance with Section 220 of the Labor Law with any request for payment by the Village to the Contractor. Contractor may provide the Village of Greenport with an affidavit in suitable form attesting that the Contractor entity is a sole proprietorship and not subject to the prevailing wage requirements for that reason.

7. The Contractor shall procure and maintain, at its own expense, and without any contract expense to the Village, until final acceptance by the Village of the work and terms covered by the Contract, insurance for damages imposed by law, of the kinds and in amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under the Contract. All insurance provided herein shall name the Village of Greenport as additional insured and the Contractor shall provide insurance coverage as follows:

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

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

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

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

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

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

9. Contractor agrees to indemnify and hold the Village of Greenport harmless for any damages, fees or costs incurred by the Village of Greenport due to any negligent or intentional act or omission by Contractor.

10. Payment shall be made on the completion and acceptance of the contract work, and the submission by Contractor of the required documentation, including but not limited to any release of lien and guarantees of suppliers if required by the Village, and sworn payrolls if and as required by the New York State Labor Law.

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

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

VILLAGE OF GREENPORT

CONTRACTOR

BY _____
Hon. George W. Hubbard, Jr., Mayor

BY _____

(SEAL)

TITLE _____
(CORPORATE SEAL)

I _____, being duly sworn upon oath do depose and say:

That I am an independent contractor and am self-employed as a Contractor and do not currently employ others to perform a service for hire.

Date

Signature

Subscribed and sworn to me before me
This _____ day of _____, 2018

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____)

)ss:

COUNTY OF _____)

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

(SEAL)

Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK

COUNTY OF SUFFOLK

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

(SEAL)

Notary Public