VILLAGE OF GREENPORT
COUNTY OF SUFFOLK  STATE OF NEW YORK

BOARD OF TRUSTEES
REGULAR SESSION

Third Street Firehouse
Greenport, New York

September 27, 2018
7:00 P.M.

BEFORE:
GEORGE HUBBARD, JR. - MAYOR
JACK MARTILLOTTA - 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

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(The meeting was called to order 7:00 p.m.)

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

(All stood for the Pledge of Allegiance.)

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

(All remained standing for a Moment of Silence.)

MAYOR HUBBARD: Thank you. You may be seated. Okay. I've got a few announcements. The Homecoming Parade will take place on September 28th. That's 5:30 tomorrow, starting at Adams Street and going up to the school. Anybody's who's got time to go and root on our Porters, they'd be more than welcome. Village Offices will be closed on October 8th in observance of Columbus Day. The Halloween Parade is scheduled for October 27th. The Cold Spring Harbor Band, featuring the music of Billy Joel, will be held at the High School Auditorium from 7:30 to 9:30 on
October 27th, as a fundraiser for the miniature railroad. The miniature railroad, the rotary club has been doing a really good job raising funds and doing fundraisers for this, for the mini railroad that we hope to have in place for next year. So anybody who wants to come and support, even if you can't go, you could, you know, make a donation, whatever, help out with that, that would be greatly appreciated.

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

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

We have no liquor license applications.

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

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

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

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

The high peaks create a stress, and because
of our tourist industry, we tend to stress it in
summer. In fact, Greenport, 55 -- 56% of their
water consumption is in the summer months. So
that stress basically demands more water use just
when the rainfall is less and the
evapotranspiration rates are higher.

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

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

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

And I did a calculation on trying to figure
out how much water we're using now compared to
what they projected the use would be in 2030, and we're already 24% more, so I think we're in trouble.

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

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

So I took a quick look at Greenport's numbers. The problem is I only had your bulk usage, I don't have it broken down. For the rest of the town, I had individual data from Suffolk County Water Authority and analyzed every use. For Greenport, it was just one figure, a wholesale figure. So, basically, you've used 88.7 million gallons, and that represented close to 8% of Suffolk County Water Authority used in the Town of Southold. But if you take people, consideration
of people on wells, it might be closer to 4%. Because you're so dense, the use per acre is basically double that, but per capita, you're in the right range. So because you're such a dense community, it does have more of an impact on your environment.

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

So the goals for water conservation are, therefore, much higher in Greenport than they are in the rest of the town, and also in the rest of the -- of Long Island. DEC wants everybody to reduce their usage by 15%. For the town, we calculated 33%. And for you, it should be more
like 45 to 50%. And if you're going to accommodate for future growth, you really need to get a handle on this.

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

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

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

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

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

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

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

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

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

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

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

And, finally, one of the most exciting things to think about is taking your sewage treatment plant, upgrading it for reuse, and looking for opportunities. And John Severini has been talking to the golf course. I was at a presentation at Peconic landing. They said they'd be interested for their irrigation, because they're using wells for irrigation. And there are water trucks that are filling up here and taking water for irrigation to Shelter Island, so you could maybe even sell or give away water, and that would actually help your permit with DEC.
And as a last resort, look at injection wells, so that some of the water is feeding the aquifer, instead of going out to the Sound, so that we're not just depleting the local aquifer. So those are my requests. I hope you will consider all of these, and I'm happy to work with you on any of these items to help it be realized.

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

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

MAYOR HUBBARD: Okay. Thank you very much. Okay. We've got three public hearings this evening. The first is a *Wetlands Permit Application of North Ferry to connect and stabilize two independent finger piers at the ferry terminal*. The public hearing has been noticed and all. I'll ask, if anybody wants to
comment on the public hearing, to come up, state your name, address. And, also, to give -- the CAC is going to give their recommendation on it, so come up.

MR. SALADINO: Do you want us to wait?

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

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

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

Determine the permit should be two years.

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

AUDIENCE MEMBER: Microphone.

AUDIENCE MEMBER: We can't hear you.

MR. SALADINO: Sorry. Although it is our understanding that the New York State Department of Environmental Conservation has required the North Ferry to perform remediation as a trade-off
for the fill activities associated with this permit, the location of the remediation is not within the village. Therefore, we recommend that the North Ferry be required to perform remediation activities within the village, specifically removal of trees within Moore's drain, or pathways within Moore's Woods. And we thought that the Village Board and the applicant could work out an agreeable time.

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

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

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

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

That's all we have.

MAYOR HUBBARD: Okay.
MR. SALADINO: Thank you.

MAYOR HUBBARD: Thank you for your work on that.

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

MS. LAGUDIS: Sure.

MAYOR HUBBARD: Last name.

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

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

What I will say is that just in response to the conditions that were just read, generally speaking, we don't have issue with those conditions. You know, we need to ferret out a little bit more of the details around them, but in concept, we're fine with them.
So, at this point, John and I would be happy to answer any questions that someone might have.

MAYOR HUBBARD: Okay. Any questions on the Board?

TRUSTEE MARTILOTTA: No.

MAYOR HUBBARD: No?

TRUSTEE MARTILOTTA: It's straightforward.

MAYOR HUBBARD: Okay.

MS. LAGUDIS: Okay. Thank you very much.

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

John.

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

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

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

MAYOR HUBBARD: Okay.

MR. COSTELLO: And I'm the president of the company. And some of the comments and the recommendations of the CAC are legitimate, and I
could go right down the list.

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

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

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

And as far as the remediation for the Village, I think any degree of logical remediation
that the Village needs, particularly to make themselves safer, I think the ferry company would persist and work in that direction. Thank you.

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

(No Response)

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

TRUSTEE PHILLIPS: Second.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: Second. All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried. Thank you.

MR. COSTELLO: Thank you.

MAYOR HUBBARD: Okay. The second public hearing is: Proposed amendment to Village Code Chapter 132 (Vehicles and Traffic), Article 47, Schedule IX (Crosswalks) of the Village of
Greenport Code, to add a crosswalk on Main Street
between Monsell Place and Bridge Street.

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

(No Response)

TRUSTEE MARTILOTTA: All right.

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

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

MAYOR HUBBARD: Okay, that's fine. Any
other comments?
(No Response)
MAYOR HUBBARD: Okay. I'll offer a motion to close the public hearing.
TRUSTEE MARTILOTTA: Second.
TRUSTEE ROBERTS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried. We'll discuss that at our work session next month.
All right. The last public hearing, which I'm sure that's the topic that we've got almost everybody here for, which is great. Great to see a lot of people here to get input back to us.
TRUSTEE MARTILOTTA: Absolutely.
MAYOR HUBBARD: Proposed amendment to Village Code Chapter 103 (Rental Properties) and Chapter 150 (Zoning) of the Village of Greenport Code, to create regulations regarding the
transient or short-term rental of residential properties and units.

This has been talked about for over six years. We've gone between Code Committee, which was members of the Zoning Board, Planning Board, Historic Preservation, along with two representatives of the Village Board, with the public. It's gone back and forth for a long time. We've had proposals before. We had one back in July. I believe we had the public hearing on it, we had a lot of comments on it. We kind of changed some things, refined some stuff. This is the proposal we have right now. We're here to listen to everybody's comments on it.

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

TRUSTEE MARTILOTTA: Please.

MAYOR HUBBARD: Not to each other in the public. Last time we had some people arguing back and forth between public, and B&Bs, and short-term rentals and village residents. Address the comments to us at the table. We'll listen to
everything you have to say. No matter how long it
takes, everybody will have their time to be heard.

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

    MS. MOORE: I can go.
    MAYOR HUBBARD: Go right ahead.
    TRUSTEE MARTILOTTA: Here we go.
    MS. MOORE: Here we go. Good evening.

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

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

    This village has emphasized family-friendly
entertainment, music, the park, the Marina, the Carousel. I really commend you, and I know it doesn't happen in a vacuum, and I really -- and, honestly, I think that the fact that you've taken this long to consider whether an adoption of this law is appropriate speaks for itself.

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

It's always -- it's like even labor, employees, you always look to the new guy to be punished in the sense that the old law applies to
the existing, and then the new law comes in and
hurts everyone else.

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

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

There's always two sides, and I understand
the conflict. There were issues with respect to
whether or not using -- taking the inventory of
rentals was somehow affecting the rental -- the
availability of rentals in the community. The
fact is that it does not, because those people
that invest or buy a home tend to not want to rent
it. They may use it, they may want to rent it a
couple of weekends or throughout the summer, but
they will come and use their home in the fall and
in the winter months. So it is not a property
that would be put into some type of a rental pool.
So the same occurs here in the village.

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

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

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

So I think you're going to find a conflict in B&B operators and homeowners and say, "Well, which process do I have to go through?" And that
was something that Southold experienced, because they used the same terminology, the owner-occupied, to rent their -- a room, or two rooms, or three rooms. However number of rooms that they want to rent under short-term rental, that that was -- that they felt in Southold that because of that definition, that you could live in the house and still rent under short-term rental. So that created all kinds of conflicts and problems and code violations, when, truly, it was written in the code that way.

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

I think that the strength of your village commercial district benefits the residences. The
residences have increased in value tremendously, because people can walk, can walk to get their bread, their -- an ice cream, whatever may be, or come to the park and listen to music.

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

My clients also --

MAYOR HUBBARD: Okay.

TRUSTEE ROBERTS: Yeah.

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

MAYOR HUBBARD: Okay.

MS. MOORE: But they did do some financial analysis of this. And with respect to homes that have been doing short-term rentals, there are about 30 homes in the village. Conservatively, from literature, about $2 million is generated into the local economy per year. Surprising, but that's -- and that's based on 37% occupancy, and that's also based on a three bedroom house. So approximately six people that come and spend $100 a day when they come and enjoy the short-term
TRUSTEE ROBERTS: Ms. Moore, are you going to provide us that study?

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

TRUSTEE ROBERTS: What was the research methodology?

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

TRUSTEE ROBERTS: Okay.

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

TRUSTEE ROBERTS: That would be great.

MS. MOORE: Yeah.

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

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

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

MS. MOORE: Oh, yes, yes.

TRUSTEE ROBERTS: Okay.

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

TRUSTEE ROBERTS: Okay.
MAYOR HUBBARD: Thank you.

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

AUDIENCE MEMBER: You took 15.

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

MAYOR HUBBARD: All right. Thank you.

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

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

MAYOR HUBBARD: Okay.

TRUSTEE ROBERTS: Is that all right?

MAYOR HUBBARD: Yeah.

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

I think we should let them rent everything.

You know, we'll just get rid of the Fire Department, we'll pay the Fire Department. You know, we'll have a paid Fire Department, we'll have everything.

If you look at Montauk and everywhere else that I don't work anymore, and I only work here, I
go 14 miles from my house and no further, it's getting ridiculous. My -- everybody, even the people I work for that own restaurants don't want the Airbnbs.

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

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


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

TRUSTEE PHILLIPS: To us, to us.

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

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

MAYOR HUBBARD: Address the Board, please.

MR. RATSEY: All right?

MS. BALZARETTI: He must be talking to me.

MR. RATSEY: When I came, when I came here to raise my family, I wanted to have a better
place for my family. So when I came here, I had the same attitude as a lot of people. I wanted to change Greenport, I wanted to do a lot of things. Mayor, it was your father, George Costello, a bunch of other people that made me change my attitude, Bob White.

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

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

The IGA is going down in numbers. All the places that we need to sustain the town are going down in the numbers. We don't have anybody in the
Fire Department joining. East Marion has nobody in their Fire Department. They can't even find members, okay?

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

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

We've saved all this parkland. We need to do stuff like make a bike path. I talked to Southold Town. I've been to -- I own a motor home. I go away in my motor home. I go to these places that have bike towns. The two communities move together to work together. We've almost lost Southold Town. Feather Hill just for the third
time in the last 29 years has finally started to turn around. We need a bike path going there. That's what we need for the town. We don't need to do it.

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

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

MAYOR HUBBARD: Thank you. Your next.
MR. FLOTTERON: Hey. My name is Joe Flotteron. I live on 127 Sterling Avenue. I'm the kids he was just talking about and I moved here, so it seemed like a good kind of flow.

MS. BALZARETTI: Segue, segue.

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

I own a company called Peconic Water Sports here. We do like seasonal water sports, rentals, charters, kids camps, stuff like that. I couldn't have lived here six years ago. I moved here six years ago, I lived in a boat on a dock in Greenport, and I live in the village now. The economy that exists out here and the money that comes in the summertime and how that works, and Airbnb has been a substantial portion of that. I talk to, you know, dozens of customers a day, thousands of customers a summer all year long, where are they staying. Everybody is staying in Greenport. Everybody wants to stay in a rental house, and it's bringing -- you know, it allows people like me to move out here and make my
living. This is -- all of the old industries and the ways that things used to be, and the fishing and commercial marine, all the stuff is drying up. I can't get into those businesses because they're dying, but this does work and this does allow me to be out there. And it's not just me, it's my brother, it's my girlfriend, it's Verona, who's here from Nicaragua. I have 30 employees in the summertime that bring out here. I do have to house them, just like he does. It's a huge pain to do it, but we are -- like there are people that are moving out here, there are young people that are here that are doing it, and the Airbnbs and the new economy that's forming out here is what keeps us here and makes it work. If that goes away and it dries up, you know, I have to go move to the city, or whatever, like everybody else.

So it's just there's -- like she was saying before, there's two sides to all of this, and this is a really heavy decision, whichever you decide on, and I haven't decided for myself. I Airbnb'd my house last year while it was on the market. It worked really well, it was a good option to have. But whatever you decide, it's going to have a really big impact on a lot of people's lives.
A lot of people work cleaning the Airbnbs and managing the Airbnbs. It's not all outside investors, it's people who do live here. And whichever you decide, it's going to have a huge impact on those people, how they make a living, and ultimately whether or not they can even live here, myself included. So just like please keep that in mind when you're making your decision. It's not, you know, about right or wrong, it's you're changing a lot of people's lives whichever way you go. So that's all.

MAYOR HUBBARD: Thank you.

(Applause)

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

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


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

This law is especially relevant to me, because I'm looking for a year-round rental and
it's nearly impossible. I understand that we need the tourism, but there are plenty of places for them to stay. We have 12 hotels, 300 rooms collectively, and growing, we have around 69 bed and breakfasts, and over 300 listings on Airbnb. Guess how many year-round rentals we have in Greenport right now, according to zillow.com? Three, and only one of them being just under $2,000 a month.

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

I'm all for capitalizing on the tourism. Like I said, I'm a photographer, so the family photos I'm getting are great. And I'm all about people investing in the town. But it just doesn't sit well with me when we have out-of-towners buying up real estate and renting out the properties four or five months out of the year, and then we have houses sitting there empty in the winter.
Okay, so we have people coming out spending $100 a day. I live here and I easily spend $100 a day. And guess what, I'm spending $100 a day in January and February. But I'm not going be able to do that if I can't live here. So, please, it's time to draw the line. We need boundaries, and Airbnb is out of control.

(Appplause)

MS. HAMMES: Good evening. My name is Tricia Hammes, and I live on Main Street. H-A, M, as in Michael, M, as in Michael, E, as in elephant, S, as in Sam, in the Village of Greenport.

First off, I'd like to take this opportunity to thank the Village Board for giving due consideration to the feedback they received in the July Trustee meeting in respect to the proposed amendments to the Village code, intended to address this important issue.

The overwhelming view of the village community expressed at the July meeting was in favor of addressing the proliferation of non-owner-occupied short-term rentals in the village, and the corresponding adverse impact on the residential communities located in village.
I further want to commend the Village Board for putting together a revised proposal that will put the village on equal footing with the rest of the Town of Southold by setting forth a simple and enforceable approach that makes it clear that properties in the residential communities of the village cannot be converted into or run as businesses, absent complying with the existing bed and breakfast regulations.

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

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

The importance of maintaining the neighborhood community feel of the village, and ensuring that the traditional village residential neighborhoods are not turned into principally
tourist areas with transient lodging to the
detriment of village residents.

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

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

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

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

In both cases, the general response of those opposed to regulation of short-term rentals is that it's an undue infringement on their property rights. They also argue it's not enforceable and will hurt the local business community. I disagree with those arguments. First, I think it's well settled law that municipalities have the right to enact zoning ordinance to effect municipal planning and segregate uses of property that are incompatible with other uses. Moreover, the law recognizes that zoning regulations can be
used to protect and preserve housing in a community. The current proposal will allow people to continue to rent their houses, just in a limited manner, and I think that's consistent with the law.

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

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

Finally, to address one of the elephants in the room, I recognize that we all feel for the young person or couple who will stand up here and say how much they love Greenport, but the only way
they could be part of the community is to rent out
their house on a short-term rental basis. I have
a lot of sympathy for those people, but I am
really concerned about the potential effects that
this type of homeownership would have on the
community in the long run, including with respect
to property values. Purchasing property without
having the income to cover your costs is a sort of
speculative behavior which gave rise to the 2008
credit crisis and the concomitant rise in
foreclosures and affect on housing values.

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

(Appplause)

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

TRUSTEE ROBERTS: That beeping was the five
minute sign.

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

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

Short-term renting in Greenport, and I've
studied this, is a historical practice, so it's
not something that's cropped up all of a sudden
with Airbnb. It may have increased, but it's been
a practice here for ages, and it's in some sense defined the history of this town.

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

I've given you an affidavit I sent in that showed that about 30 houses are being advertised and rented short term in Greenport. I think at one of your videoed meetings, the number 60 was
mentioned. Even that would be about 5% of the
housing. So why haven't you acted in six years?
Because you've felt instinctively that there's no
reason to act. What is the problem?

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

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

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

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

What? I can't see so well

TRUSTEE ROBERTS: Thirty seconds.

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

(Laughter and Outburst from Audience)

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

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

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

MR. KATSH: I deal in evidence.
MAYOR HUBBARD: Okay.

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


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

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

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

MAYOR HUBBARD: Okay.

MR. KATSH: But so what? So what?

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

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

MAYOR HUBBARD: Not the public. Okay.
Thank you for your comments.

MR. KATSH: But just one --

TRUSTEE ROBERTS: Thank you.

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

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

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

TRUSTEE ROBERTS: May I ask a question?

Because there are a couple of -- is that okay?
MAYOR HUBBARD: Sure.

TRUSTEE ROBERTS: Just you mentioned that you don't think people will live in the same house together if someone else lives in another unit. Are you aware the village is mostly two-family zoning?

MR. KATSH: If it's two-family situation, I'm not addressing that. I'm representing --

TRUSTEE ROBERTS: Ah, okay.

MR. KATSH: -- single-family owners.

TRUSTEE ROBERTS: And my second question was you mentioned something about when they rent to -- when they rent to short-term renters, they want to make the place look nice. So is your implication that renting to us means that the place can look like crap?

(Laughter)

MR. KATSH: Who are you?

TRUSTEE ROBERTS: I'm a Greenporter.

MR. KATSH: I mean, rent to you?

TRUSTEE ROBERTS: Yeah. If you rent to a year-round resident --

MR. KATSH: No, no, no.

TRUSTEE ROBERTS: -- it doesn't have to look nice?
MR. KATSH: No, because that's --

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

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

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

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

TRUSTEE ROBERTS: We heard you. Thank you.

MAYOR HUBBARD: Okay.

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

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

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

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

A friend of mine who rents her house when
she goes away on research trips, she says it takes her so long to get her house ready, because she lives there, she actually lives there, that she doesn't want to rent for less than two weeks. So we're really talking about people that can turn it over because they are businesses. And it's easy for them to get ready for a short-term rental, because it's not the residence, it's not being used as a residence, it's a transient use. So in support of what you are proposing.

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

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

And I would just get rid of the part, it is
very confusing, I agree with you, about a portion
of a house. That has no place in this. This is
only the bed and breakfast regulations, take care
of a portion of a house short-term rentals.

Thank you.

MAYOR HUBBARD: Thank you.

(Applause)

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

So I've experienced all of it, but I'm
mostly up here -- I'm kind of like Joe here. I
have multiple feelings on the whole thing, but my
biggest feeling is that what I saw in the last
year, especially, but, obviously, we're all
talking about the last few years, is because we're
the only East End town, the only town in vacation
land without a rule, we've opened the door to mass
speculation, because it is the only town left
without a guide. And so what I'm hearing from the attorneys and from other people who said, "Well, my clients or myself have built this business, and I made this investment for this," it's that very reason why I'm just encouraging you to pass a rule. Get a law on the books, because it sends a signal to somebody so that the next investor doesn't act surprised here six years later.

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

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

So, from my point, I think any direction is good direction. And we should get something on
the books to prevent this idea of no knowledge, I
had no idea this was going to happen.

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

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

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

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

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

So I encourage some balance, that's it, just
balance. Thank you.

MAYOR HUBBARD: Thank you.

(Applause)

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

I think it's really important that we do have a rule, because people, if it's a free-for-all, human nature will take over and you'll have imbalance. I think we need to have a balance between having enough beds to accommodate the tourists that we can accommodate, so that people's businesses, whatever they are, can thrive. But we also need to be able to maintain a community, and a community is people who live here year-round, and who can afford to live here year-round, and who can afford to work here, whether they're a young person like Madison and they need to find a place to rent, and then eventually maybe can transition into buying.
I know with my business, every time I need to take on a new full-time employee for year-round employment, one of the things I sweat the most is where are they going to live, and how are they going to afford to live here, and how much do I have to pay them to farm oysters to be able to live here.

So I think you absolutely do need a rule. I think it can be fair. This rule looks fairly good to me, and I think that going forward, that's what we need to do. Thank you. And I bet I was the first one under five minutes.

(Laughter)

TRUSTEE ROBERTS: Shortest one yet.

(Applause)

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

MS. BALZARETTI: Oh, I thought they were waiting on line.

MAYOR HUBBARD: No, the line --

TRUSTEE ROBERTS: Go ahead.

MAYOR HUBBARD: -- stopped. Go ahead.

MS. BALZARETTI: Hi. My name is Denise Balzaretti, B-A-L-Z-A-R-E-T-T-I, and I reside at 680 Sterling Road in Cutchogue. My son,
Christopher Balzaretti, owns two houses on Wiggins, 407 and 401. We live right next to Colin Ratsey. And I think he was referring to me before about saying one of the neighbors is very good about what she does, because we've worked very hard to keep everything going.

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

I just want to say, I have pictures of the houses that he renovated. He bought both houses one year after another, and he renovated them and basically took the very, very -- two very unattractive houses, they were very run down, and made them into beautiful homes that people in the neighborhood have complimented us for doing so. One of them was wretched, it was horrible. So we used all the local labor and still do. We used
Madison. She left, but Madison did the photography. But we still use all the -- all local people.

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

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

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

So I don't know -- like I said, I don't know what you're going to decide. I'm here probably
75% of the time. I'm locally involved in all kinds of things from Cutchogue to Greenport, so I'm -- I always have my finger on the pulse over here, and I try to make sure that everything goes well.

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

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

(Appause)

MAYOR HUBBARD: Thank you.

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

My family bought our house in Greenport 11 years ago. My dad was a local, so when we were looking for a home for our family, Greenport was a natural choice. We fell in love with all that Greenport has to offer our family. I fell in love with the Ice Rink and the Carousel, hot chocolate
and scones at Aldo's, oysters and fine dining at
the Frisky Oyster, and too many more favorites to
list and new ones arriving every day.

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

(Applause)

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

My family's personal circumstances have
changed since buying the house, so we have needed
to start to rent the house on a limited basis for
short periods of time out of necessity to make
ends meet. The only way that we can afford our
house is to supplement our income with the rental
income. Our average stay is under four days, and
no one has ever wanted to rent our house for 14
days or more.

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

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

I watch videos and have read transcript and
newspaper articles and it seems like there are
some legitimate concerns. We have a working group
that has a lot of really good ideas on ways that
we can work together to address the actual
concerns that exist, but do not believe the law as
currently drafted actually addresses the concerns. We believe that the proposals are betraying and frankly unfair to families like mine. We are members of this fabulous community, too, and it pains me to think that we are being singled out and that neighbors need to be at odds with each other, and that we can't work cooperatively together to find common ground. We should be working together to improve our community and support our local businesses, instead of working against each other. We're not investors and this community is very important to us, and we want to do all that we can do to make it the best that it can be for all people, and not to the exclusion of some over others.

Instead of looking at divisive measures supported by no empirical evidence of which I am aware, why don't we look at what we are all contributing to the community? We don't know why it has to be one or the other. People have been renting houses in Greenport on a short-term bases for hundreds of years and the current laws have been sufficient. We think that there are ways to thoughtfully regulate this activity or to utilize existing laws without creating new ones.
I understand that B&Bs are concerned that we are competing with them, but we don't view them as competitors. Our market is totally different, and this is just a way of extending the offerings of our town to bring more people to Greenport, which is good for local businesses. We are all here helping to get people's heads on beds in Greenport, and not in other towns, to boost the town's economy.

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

Additionally, we are providing much needed capacity for the burgeoning wedding industry that has developed on the North Fork. Previously, wedding guests had to stay far away in Riverhead, because there wasn't enough capacity locally to
accommodate the large number of guests that
weddings bring to the area. Now we can
accommodate more people in Greenport who in turn
patronize local businesses.

The town already implemented regulations
last year to address concerns.

(M Timer Sounded)

MAYOR HUBBARD: Go ahead.

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

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

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end less costly to us all. Thank you.

(Applause)


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

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

All the people I know, at least percentage of the people I know worked really, really hard this summer to then be able to maintain their
lives here, pay their houses like this kid we just saw. Everyone just works really hard to be able to live here the rest of the year. They're really fortunate ones that have full-time jobs, you know, but -- and then the other half is really rich people that have their summer jobs here -- their summer houses here, and that they are able to pay this amount of money to live here, you know, to live here only for two weeks, or have boats, etcetera.

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

The listings in Greenport say 300, but it's really not 300, it's maybe 30 houses. So let's have actual numbers of what is really going, and then you can make a decision with the financial like effect that it has, because I'm working at the Collective as well. I talk to
people all the time, and I could tell you that the people are floating during the weekends as well. It's people from all Long Island, from Nassau County. They're coming here because this is the talk of -- I don't know, they love it. You know, I love it, too.

(Laughter)

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

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

MAYOR HUBBARD: Thank you.

(Applause)

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

MR. TRANTIDES: 319 Fourth Avenue.

MS. BRAATEN: No, your name.


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

And I feel like, from everything that I've heard, I feel like there should be some sort of cap on what's allowed in what sections. And maybe the idea you had with the grandfathering of sorts with some sort of policing could probably work, as long as you cap it with -- I think somebody had said that there was like a 5% ratio of homes in Greenport that are -- that are short-term rentals. Maybe if that -- if some sort of equation like that could work, you can put something into law.
that states that there's a certain amount that's 
allowed and with these restrictions, and that 
something like this -- because, I mean, the town 
is flourishing now.

I'm sure nobody wants to hinder the ability 
of the town to, you know, be able to provide such 

a great atmosphere for everybody and have people 
in town coming, and we don't want to deter people 
from coming. So I feel like if there's some sort 
of happy medium and everybody can work together, 
and you can cap it, and, you know, maybe as 
somebody sells -- you know, once that cap rate 
goes, maybe there has to be new housing that's 
introduced in order for more to be established, 
and maybe that can be some sort of equation you 
can use to move forward and be able to allow who's 
existing in town and operate in a -- you know, in 
a good manner, and keep the -- keep the businesses 
going.

I'm a businessman as well, but not here, but 
I was looking at Goldsmith's, per se, to open up a 
Greek restaurant. I would do it, and in my budget 
I would allocate renting a home for the season or 
for the year for my -- so the complaint that 
people have -- I've been doing business for 20, 20
some-odd years I've been in the restaurant business. You know, you have to factor in all of your variables.

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

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

So that's all I wanted to say. I don't want to take up too much time. I just wanted to say that I feel like there's a happy medium in between this. And I think there's a solution that could be had, as long as you cap things so they don't get out of control. Because I think, obviously, you guys probably don't want this to continue to getting larger and larger and hindering, you know,
the town's ability to function as a residence for everybody.

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

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

(Applause)

MAYOR HUBBARD: Hi.

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

We actually built the house on Sixth and Wiggins, and I just wanted to thank you, first of all, for allowing us to do it. It was an absolute dream. It's our only Home, it's our first home. We found not that -- I have -- I feel the urge to
say this, because it's -- I'm subject to a lot of swirling rumors. People come by the house and tell me all kinds of things about my life that I didn't even know, like --

(Laughter)

MS. GULLEY: Like that we had all of this money to buy the land, which, you know, is part of our mortgage. Or that they'll ask me if I'm the gardener, because they don't think that I'm real, a real resident of Greenport. It's interesting. But we are really proud and grateful, and happy. And, you know, I used to think grateful was kind of a smug word, but I am grateful. It's the -- you know, I work in the garden and I love it, I just love it.

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

The point really is that, like some of these people were saying, the world is changing, and the flexibility on a level needs to be there, I think.
I mean, you know, we dip in and out of having health insurance, not having health insurance. We go in and out of jobs. You know, sometimes we'll make good money for, you know, a few weeks or a few months and sometimes we won't. And this is what -- you know, and, fortunately, it enables us to live here. It enabled us to build the house, but it doesn't guarantee stability for the long term. Does that mean we shouldn't own a house? I'm not sure. I guess some people would argue that that is the case.

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

Also, I wanted to say, like I -- my friends told me about Greenport because they Airbnb a house out here. So we would have never known to build. We had actually gone on vacation in the Hamptons, we were unimpressed. We came up here for a date, and I remember where I was when I said
to my husband, "Wouldn't it be great to live out here?"

And just to also add that two things. One is that I don't know anybody who gets two weeks of vacation, I don't know anyone. I mean, they get two weeks, but, you know, they want to spend a week on their own and spend a week with their families, right, doing their family time somewhere, right? So nobody's -- okay. Nobody's going to come out here for those two weeks and rent the full two weeks, right? Some people will, but it's maybe a one-week minimum on a full house would be more reasonable, is just all I'm saying. And I think -- I forget the other thing I was going to say. I was going to say something else. Oh, yeah. No, I totally forget.

(Laughter)

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

(Applause)

MR. SALADINO: John Saladino, Sixth Street.

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

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

So perhaps, before the rhetoric gets louder and more -- we heard a young man say they thought
their house was grandfathered. I don't know why they would think that. We've heard other people say, "I've been renting for a few years, my house should be grandfathered." I don't know why someone has that impression, that's not how our code reads. We don't live on a prairie. We don't make the rules that there are no rules, there's a code that we have to go by.

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

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

TRUSTEE ROBERTS: Sixty-four and 62.

MR. SALADINO: Sixty-four, 62. If we listen to some of the folks that got up here and spoke, the number is 30. My question to them is, my question to them is if these 30 Airbnbs -- and it
was suggested by some of them that our economy --
and I'm exaggerating, a little bit of hyperbole --
our economy would collapse if these 30 Airbnbs
weren't in existence anymore. I think that's
nonsense, I think that's ridiculous, because
nobody's banning people from renting their house,
they're just suggesting that you can only rent it
every two weeks.

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

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

(Applause)

MS. KIRKPATRICK: Hi. Good evening. I'm
Judy Kirkpatrick. You actually already heard from my son, so I'm not going to reiterate what he said. But I did want to give you a different perspective. I'm going to read a letter from Karen Euceda, and it gives a different perspective on the STR debate this evening.

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

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

When we heard that the laws will change, and our services may no longer be required, we became very nervous. This puts our financial future at
risk. We don't ask for much, we don't ask for affordable housing, we just ask that you let us afford our house. Please don't take this away from us.

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

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

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

(Applause)

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

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

I've been thinking about what to say tonight. It took me a long time to get here this
evening, and it will take me a long time to get back to New Jersey tonight, but this conversation matters.

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

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

I will tell you one thing this rule will accomplish. It will continue to divide the residents of this town. It will address some of the gossip, that people who rent out their houses
are greedy, while those who live here and want to be successful in their local businesses are hardworking and deserve the fruits of their labor. It's not a new song and it's not pretty.

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

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

(Outburst from Audience)

MR. MORAN: Okay. I'm sorry, you guys.
We're seeing the --

MAYOR HUBBARD: All right.

TRUSTEE PHILLIPS: Hey, come on, guys.

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

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

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

Future residents of this village will look back at this decision and make a judgment about whether we are visionaries or closed-minded. I
hope it won't be the latter.

(Applause)

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

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

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

MR. SWISKEY: Yeah.

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

MR. SWISKEY: And a bathroom, I assume.

MR. PROKOP: Yes.

MR. SWISKEY: Yeah, because, yeah, outhouses
are out. But, anyway, so then if these are real
dwelling units, say these Airbnb houses, and they
got two, two floors and both have kitchens, both
have bathrooms, we have two dwelling units, right?

TRUSTEE PHILLIPS: Yes.

MR. SWISKEY: Am I right?

TRUSTEE MARTILOTTA: Yeah.

MR. SWISKEY: Yeah, all right.

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

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

AUDIENCE MEMBER: Right, right.

(Applause)

TRUSTEE MARTILOTTA: No, not for --

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

TRUSTEE PHILLIPS: No, because you have two --

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

TRUSTEE MARTILOTTA: Long-term rental is different.

MR. SWISKEY: How is it different?

TRUSTEE ROBERTS: It's a residential use.

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

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

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

Granted, I'd like to see, you know -- but people have rights. Now Salem there represented the people in Southold, and I said that he would
lose, because, you know, they didn't -- but in the village, the village has picked at this so long that it's almost made it quasi legal. I can remember when this Board not too long ago said, "Oh, we'll cover them under the rental code and that will be the end of it." Well, when that point was, you basically said these things are okay. So he's got a good shot with his grandfather clause, because I assume he's read all the minutes for the last four years for the Village Board.

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

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

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

Anyway, that's all I've got to say. Bye. (Applause)

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

AUDIENCE MEMBER: Can't hear you.

MR. CHEESEMAN: Can you hear me now?

MAYOR HUBBARD: I can hear you, yes.

MR. CHEESEMAN: Okay. Thank you for your time, Mayor and Board. I want to say that I'm in support of short-term rental regulation in general. I think it's very important for the long-term direction of Greenport. I just think that it has to be a balanced and measured
approach. And I think that the law that's currently drafted has a lot of very serious unintended consequences because of the language that's in it. But I think there is a way to get it right, and I have some ideas for that and I'll get into in a second.

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

Another issue that was mentioned earlier is that it allows unlimited rentals of partial home if an owner is present. This is a B&B. So it's basically saying that anyone can go and get a
rental permit and open a B&B. It's saying the entire village can become a B&B and all they need is a rental permit. You don't have to have parking off street like B&Bs do, you're not capped at three rooms like B&Bs are, you don't have to have the hedges that B&Bs do, you don't have any of that stuff. That doesn't make any sense to me. And the last thing is it doesn't tax rentals, which they should.

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

Second is that you tax short-term rentals a decent amount, I think up to 10%, on revenue. And this is a unique circumstance where you should --
you're lucky you find yourselves in this instance. Almost all short-term renters are saying they're happy to pay a tax. You should tax them.

Two minutes? Thank you.

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

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

And I think, really, the question to -- the question that you should try to answer of how to create long-term affordable housing, and the answer to that is you need to add more rental
stock to Greenport. You need to get the LWRP update that's out there in place, because there's a lot of good ideas in there that needs to be passed.

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

Thank you very much.

(Applause)

MS. ALLEN: Chatty Allen, Third Street.

A comment was made the world is changing, and basically get on board. I'm a Stirling baby, and, yeah, this village has changed through the years. The past couple of years it really hasn't
been for the better in a lot of ways. Housing is part of it. When you see the amount of homes that lay dormant because they're only used for short-term rentals, to have people that are buying homes say, "Oh, if I couldn't short-term rental, I never would have bought this property." We've had a lot of pulling at the heart strings tonight. "Oh, we bought this house when my child was small and the only way we can afford it is to short-term rental," or this is -- "I have four houses here and the only way I can afford them is to short-term rental." I'm sorry, but the village is not responsible for your bills, plain and simple.

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

AUDIENCE MEMBER: Not true.

AUDIENCE MEMBER: It is true.

MS. ALLEN: There's no provision for a --
for a business in a residential area without 
having approval via variance, or whatever. So 
they're not legal with what they're doing right 
now, so I don't understand how they could even be 
grandfathered into this.

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

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

And it was also brought up the fact that 
we're losing people to work in this village. I 
grew up here, and I can walk around and go, "Oh,
my God, I don't know anyone." Go past five houses in a row, that I used to know who lived in every single house here. And then in the wintertimes you go through and all these houses are dark, because there's nobody here.

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

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

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

(Applause)
MAYOR HUBBARD: Okay. Anybody else wish to address the Board? You want to?

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

MS. BRAATEN: Can you spell that?

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

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

I think the biggest issue -- and it's not a financial thing for me. I can maintain the property if I don't short-term rent it, right? I wouldn't put myself in that situation, it's not that situation. The biggest thing for me is that
the Board really looks at the data and the
evidence when they're making this law, right?

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

And, again, I agree that there needs to be
some regulation, but it needs to be based on fact
and on data, and I just do not see that. I understand you've been talking about this for six years, but I haven't seen anything published on, you know, the economic negativity that may happen or positivity in passing this law.

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

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

So I think there's got to be a better
solution, whether it's a one-week minimum or a certain amount of days. I think there's a better solution that will help with making this a better law for everyone.

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

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

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

(Applause)

MS. ANTONIADIS: Good evening, Board, and thank you for this opportunity to speak to you.

The first thing I'd want to address is facts --

MAYOR HUBBARD: Do you have an address there?

MS. ANTONIADIS: Oh, yes, sorry.

MAYOR HUBBARD: Just for the transcriptionist.

MS. ANTONIADIS: Sofia Antoniadis, 857 Main Street.

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

The other data is that the State does not address one and two-family homes in their rental law, because the one and two-family home is a sacred place, it's a private home. It's a private residence, whether it's one and two-family. The State does address three-family and over.
The word transient, the way I interpret it in the Village Code, is used for sleeping quarters without a kitchen. The word transient does not mean someone renting day to day in a dwelling unit, which is a home or a -- something with a kitchen and a bathroom. So a one and two-family home has one or two kitchens, they're dwelling units, they are rented in its entirety. They're very different from the word -- the transient that's referred to in the code, which applies to bed and breakfasts and boarding homes.

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

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

So, anyway, let me read you my letter.

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

The rental of homes, regardless of their length of stay, has been and is permissible in the law in New York State and here. There are no restrictions to the length and time of the rental period, and to do so now would deform the very
characteristic that has helped cultivate the village to its thriving position today and violate homeowners' rights.

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

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

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

Currently, the rental of homes is being targeted as being the culprit of many of the village's problems. The village's cited" -- "the
problems cited are noise, parking, housing and unruliness. These problems are not new, nor are they a result of a short-term rental tenant. In fact, many of the local problems, such as lack of parking, garbage, loudness and rowdiness are most certainly attributed to the consumption of alcohol. Yes, alcohol, the very product that was outlawed in 1820 by the temperance movement. Again, outlawed in 1826, 1890, and then outlawed nationwide from 1920 to 1933. In fact, the 18th Amendment made it illegal to consume, sell or create alcoholic beverages.

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

Alcohol is not a right. It serves no other purpose but to get people drunk, extract money, and inebriate them. And the North Fork of Long Island has in the past had some of the highest
teen drinking statistics. Why you say? It creates business. And yes, it does, but not the kind of business that is nurturing our village. The Village of Greenport perhaps is a feel-good village, but our commercial district is not supporting its homeowners. There's no shoe repair store, there's no local hardware store. I can't find socks or underwear, except by traveling to Mattituck or Riverhead. Now alcohol was a --

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

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

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

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

(Applause)

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

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

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

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

(Laughter)

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

MR. KATSH: Anyway, I want to make a point
that my good friend, Pat, did make very, very well
in the past, and it's to clarify some confusion
that people have on a kind of thorny legal issue
in the zoning law.
There have been some comments that short-term rentals have always been illegal in Greenport, because the zoning law says that any use that's not expressly stated is prohibited, and that's what the zoning law says. And then it has what the permitted uses are, and the permitted use that's relevant here is a one-family dwelling.

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

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

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

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

Thank you very much.

MAYOR HUBBARD: All right. Thank you.

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

MS. CLARK: This is the fourth hearing.
MR. KATSH: Well, it's the first hearing on this bill. Five minute --

MS. CLARK: No, it isn't.

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

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

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

And so thank you again for your --

MAYOR HUBBARD: Okay. I could just respond on one thing you just said there. This has been talked about for six years. These people have had six years to discuss this and come to meetings.

It's been advertised, it's been talked about. To
say it's a two-hour meeting with five minutes each, they've had six years to do it. Where were they?

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

MAYOR HUBBARD: What's that?

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

MAYOR HUBBARD: Correct.

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

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

MR. KATSH: I would love to--

ATTORNEY PROKOP: --especially to attorneys.

MR. KATSH: No, that--

(Laughter and Applause)

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

MR. PROKOP: I'm not the Town Attorney, I'm the Village Attorney.
MR. KATSH: I'm sorry, Village Attorney. I didn't mean to insult you.

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

MR. KATSH: That kind of comment --

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

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

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

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

TRUSTEE ROBERTS: Come to the work session.

MS. CLARK: Right.

MR. KATSH: Yeah. Thank you, sir.

MAYOR HUBBARD: Okay.

(Appause)

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

(Laughter)

MS. SWANN: I am, as Greenport is --
MAYOR HUBBARD: Your name and address.


I was born and raised here, my parents were born and raised here. I have a lot of love for Greenport. I am very involved in the school, very involved in what's going on around town. I worked in the tourist industry during my younger years, and I've spent the last 16 years in the insurance industry in Greenport. So I have a pretty good idea of where the houses are going and who's buying them and what they're using them for.

Before I continue, one word of caution, your insurance policy might not cover you for a short-term rental, so you should definitely --

MR. SWANN: No free brand deals.

(Laughter)

MAYOR HUBBARD: All right.

MS. SWANN: You should definitely be checking with your insurance agent --

TRUSTEE ROBERTS: You've got to address us.

MS. SWANN: -- if you're short-term renting your house, FYI.

So -- oh, there's a sign here that says, "Do not move the mic."
MR. SWANN: You're in trouble.

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

AUDIENCE MEMBER: There was one.

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

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

I'm concerned that all of these houses that are being purchased for rental purposes are not contributing back to our community. Yes, dining at the restaurants is one thing, buying stuff at
the shops is another thing, but contributing to
the community in which you own property is also a
very important thing. We need you to support
fundraisers. We need you to show up at football
games. We need you to show the kids of our
community that you believe in them, and that you
want them to have a good life here. You don't
want them to have to pick up and leave because
their parents can't afford the house that they've
lived in for all of their lives.

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

I've been here, lived here, I've seen the
changes, some good, some bad. Tourism did not
start in 2010. I graduated high school in '98 and
had a great job as a bus girl back then, so it
definitely did not start in 2010.

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

(Laughter)

MS. SWANN: No, thank you.

(Applause)

MAYOR HUBBARD: Okay.

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

MS. DOUGHERTY-JOHNSON: I'm Lily
Dougherty-Johnson, 51 Washington Avenue. I'll
spell my last name. It's D-O-U-G-H-E-R-T-Y,
I wasn't planning to speak either, and I'm still confused about this and kind of undecided. Or not undecided. I'm just -- it appears to me that everyone talking has like different ideas of what the law actually means, because what it's -- as I read it and heard people talking about it, what it sounded like is that you could short-term rent, as long as it's owner-occupied. And I think that's a question, like how do you define owner-occupied, because I know there are second homeowners who may be -- like do we measure how many times they come out, or how many days they're in that residence?

And I don't really have a problem with second homeowners like renting out the house, and I've rented my house on Airbnb, a room in it, as well as the whole house. So to whoever was saying before nobody wants to rent a house that somebody lives in, not true, because I've done it. And not true that people don't want to rent in a house that someone else is staying in, because I've also done that. And I do -- may want that possibility to like help pay my bills, as somebody who grew up here and is trying to continue to live here.
But what I am concerned about is houses that no one lives in that maybe are -- somebody owns multiple houses and they're just renting them out, because that does take away rental stock. And I know people are saying that it doesn't, but I know there's a house on my block that people are renting, and now it's being renovated to become a short-term rental. So that -- I mean, the people have to go somewhere, like they were living in a place and now they're not.

Yeah. I don't know. I have a lot going on in my head, too, but I think -- I think what Ian said about doing something really does make sense, because we can always change it. But continuing to let everything go on without putting in -- check in some way, when I think you can see that a lot of people want something done. And maybe it's not all exactly the same thing, but I think even the people who are kind of on different sides of this issue are -- actually, there's more commonality. Because the woman talking about alcohol, I think a lot of the people that come here, they're coming to party. Like they're coming -- and, I mean, I'm not -- I don't think we're going to change Greenport. I don't think we
should in that way, necessarily, or whatever. People can do whatever they want. But the reason you can't buy socks is because there's not enough people who live here year-round who shop in the stores who buy socks.

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

(Applause)

MS. KEHL: Joanne Kehl, Fifth Avenue.

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

I also disagree with the owner-occupied and the two-family homes. Year -- we used to manage a year-round, or -- excuse me -- was previously a year-round home, it changed to a short-term rental home. And after that -- which we realize is the damage that has been done with the year-round rentals, opposed to the well -- the way the Airbnb
-- the Airbnb people have kept up those homes is immaculate. We sometimes walk into -- at that time, walked in the homes and were -- barely noticed that someone stayed there. They keep the outsides of these homes up, they repair them, they keep it up to snuff. And it's amazing. You can drive around and try to pick out the Airbnb versus a long-term rental.

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

There was mention today about three to five percent are short-term rentals. So 75% -- excuse me. Ninety-five percent to 90 -- to 95 to 97% are long-term rentals? Is that what the rate -- even
if you say there was 10% short-term rentals, 90% long-term rentals, that's a big deal. Five percent is nothing, 10% is nothing for short-term rentals.

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

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

I have a friend that has a single-family home that actually has to rent his home out, because he needs to make ends meet. This is important. What do you do? So he -- so he rents part of it out. If this doesn't go through, people like this, who are trying to earn a hard living, are not going to be able to sustain or
still live in our community. It doesn't make sense to me. Thank you.

(Applause)

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

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

Chatty said it best. It's not our responsibility to subsidize someone's second home, first home, it's just not our responsibility. I don't feel that we should carry that burden. And I'm not saying that your law is going to allow my children to stay here, that's not my point. If you can't afford to live here, sell your home and find a place you can afford to live. I just -- that's the bottom line for me. And if that's my truth, then that's my truth. I hope that it won't
be. I hope one mortgage payment at a time I get
to stay here and work here.

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

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

(Appause)

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

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

MAYOR HUBBARD: What's that?

MS. BALZARETTI: -- somebody purchasing two
adjacent homes, and he had like a beef about that.
My son purchased those homes. He uses those homes, just like the other young gentleman said, comes out whenever he can. He's expecting a baby, so they're hoping to come out even more when they have the holidays, Christmas. So he didn't buy them as a business proposition, he bought them because he wanted to be here and enjoy being in Greenport, also. So it wasn't --

MAYOR HUBBARD: Okay.

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

MAYOR HUBBARD: Okay.

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

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

You are at a crossroads in this village where we are changing historically from what Greenport was to being taken over by a wave of tourism. You don't have an easy choice, but I do
think you do have to strike a balance for the people that have lived here for a long time and want to stay here, and possibly our children, and those that are coming in new to the village. We all love it for the same reasons.

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

MAYOR HUBBARD: Thank you.

(Appause)

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

(No Response)

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

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

MAYOR HUBBARD: Okay.

AUDIENCE MEMBER: Keep it under five minutes.

(Laughter)

TRUSTEE ROBERTS: Let's do it.

(Laughter)

TRUSTEE ROBERTS: Okay?
MAYOR HUBBARD: Go ahead.

TRUSTEE ROBERTS: Okay. Thank you.

TRUSTEE PHILLIPS: But we haven't read any of the other letters in.

TRUSTEE ROBERTS: This is from Alexa Suess. "My name is Alexa Suess. I own two businesses in Greenport. I'm a Greenport High School graduate, and I cannot afford to rent a place to live in Greenport. It pained me to move away from the tight -- to move away from the tight knit community that I love, but it was not financially viable to stay in Greenport due to high costs and an unbearably low rental inventory.

While I understand this short-term rental proposition will not fix all of my fellow young professional's housing difficulties, anything that has a potential of putting additional rental stock back into the market is beneficial to those like myself, businesses who need full-time employees, local organizations and emergency services that depend on volunteers, and anyone who believes the community is the heart of Greenport Village."

(Applause)

TRUSTEE ROBERTS: This one is from East Marion Fire Department Chief Joe Wiederman.
"Village Board, for the past seven years, my wife and I had been proud residents of Greenport. We are products of local school districts, and had hoped to raise our two children within the village. I've also served for the past three years as an Assistant Fire Chief for the East Marion Fire Department."

(Timer Sounded)

TRUSTEE ROBERTS: It's only been one minute.

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

We have since purchased a new home within the Hamlet of Southold, but regret not being able to send our kids to Greenport Schools, and, more
importantly, not continuing to be part of the fabric of the Greenport community."

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

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

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

We as a village and the community must demand accountability from these nonpresent homeowners. This law does just that. How are we" -- "as a proud Village of Greenport business owner who employs 62 year-round employees, I want my staff to be able to live in the village if they so choose. I want my business to be able to
operate in February simply from the locals alone, and I want my community to thrive 365 days a year. I hope that's not too much to ask. Thanks for your time. Marc LaMaina."

Thank you.

(Applause)

MAYOR HUBBARD: Okay. Any other comments?

(No Response)

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

TRUSTEE PHILLIPS: Second

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

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

(Laughter)

MR. KEHL: This is open to regular problems?
TRUSTEE ROBERTS: Yes.

MAYOR HUBBARD: Open comment.

MR. KEHL: How come when we --

MAYOR HUBBARD: Name and address, please.

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

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

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

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

MAYOR HUBBARD: Okay. Any comment on these
complaints, Paul?

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

MAYOR HUBBARD: Uh-huh.

MR. PALLAS: You know --

MAYOR HUBBARD: Okay.

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

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

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

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

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

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

MR. KEHL: Okay. Thank you.

MAYOR HUBBARD: All right. You're welcome.

MR. SWISKEY: William Swiskey, 184 Fifth
In relation to what he just said, Bob just said, are we closer to hiring a Building Inspector? Because there are some complaints around here that people can't get building permits issued, they can't get COs, it goes on for months. We have a Fire Inspector who spends how much time as Building Inspector, how many hours a week?

MAYOR HUBBARD: Four.

MR. SWISKEY: Four?

MAYOR HUBBARD: Yeah.

MR. SWISKEY: No wonder nothing's --

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

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

You know, this was from a couple of builders that want to do high-end projects that just can't get permits. It's -- the Village has got to act on that, and that's almost beyond me.
Anyway, I came here tonight for one reason, to -- there were about three questions I want to ask. Paul, this contaminated dirt on Monsell Trail, is there any progress on it?

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

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

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

MR. SWISKEY: When will it be removed?

MR. PALLAS: Probably within the next month.

MR. SWISKEY: Within the next month. Is it anywhere close to the water table, this contaminated dirt?

MAYOR HUBBARD: No.

MR. PALLAS: No.

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

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

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

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

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

MAYOR HUBBARD: All right, Bill.

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

TRUSTEE PHILLIPS: Oh, come on, Bill.

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

TRUSTEE PHILLIPS: Come on, just come on.

MR. SWISKEY: I'd like to know why. In
other words, the document's sitting right there in
the office. All you had to do was make a copy of
it and put it on the computer and email it. It
ain't like it's -- you know, when you serve --
this is a paper you're served with, I have it. You want a copy of it? I'll email you a copy of it.

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

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

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

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

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

As Mr. Mayor -- or as Mayor Kapell said in the beginning, it's ours, we can make money with it. Who do we owe it to? We don't owe it to the people of the Town of Southold, we owe it to...
ourselves. And if the Town of Southold really
cared, because they're the only ones who can
really afford -- cure this affordable housing
project, but they haven't got an interest. We got
no land, we got no spaces to make affordable
houses.

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

MAYOR HUBBARD: Anybody else wish to address
the Board?

MS. ALLEN: Chatty Allen, Third Street.
Short and sweet.
I just want to commend on record our village crews. They did an amazing job during Maritime Festival. The other morning, when we had that whack storm, a line came down on Fourth Street. I went from Fourth over to Sixth, saw one of our village crews, and said, "It will be quicker if I speak to you." By the time I came back from my elementary pickups, it had already been taken care of. Our crews rock, they really do. So you guys get the credit for hiring them, but I just want to say thanks.

MAYOR HUBBARD: All right. Thank you. Okay. We'll move on to our regular agenda. I'll offer RESOLUTION #09-2018-1, RESOLUTION adopting the September, 2018 agenda as printed. So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)
MAYOR HUBBARD: Motion carried. Trustee Roberts.

TRUSTEE ROBERTS: RESOLUTION #09-2018-2,
RESOLUTION accepting the monthly reports of the Greenport Fire Department, Village Administrator, Village Treasurer, Village Clerk, Village Attorney, Mayor and Board of Trustees. So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #09-2018-3,
RESOLUTION ratifying the following resolution as approved at the Village of Greenport Board of Trustees work session meeting on September 20th, 2018:

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #3997, to modify the budget for the purchase and renovation of 415
Sixth Street, Greenport, and directing that Budget Amendment #3997 be included as part of the formal meeting minutes for the September 27th, 2018 regular meeting of the Board of Trustees. So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: RESOLUTION #09-2018-4, RESOLUTION authorizing the attendance of Craig Johnson at Activated Sludge Wastewater Treatment Process plant (training) in Morrisville, New York from October 9th, 2018 to October 12th, 2018, with the following corresponding expenses: Course fee of $525.00, room rate of $75.00 per night for four nights, reimbursable meal expenses not to exceed $35 per day, course-related work and study materials, and mileage reimbursements in
accordance with the Village Travel Reimbursement Policy, to be expensed from account G.8110.407 (Employee Training). So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

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

TRUSTEE ROBERTS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.
MAYOR HUBBARD: Motion carried.

TRUSTEE ROBERTS: RESOLUTION #09-2018-6,

RESOLUTION ratifying the hiring of Juan Diaz as a seasonal, part-time Park Attendant at the Village of Greenport Mitchell Park Marina at a pay rate of $11.00 per hour, effective September 1st, 2018.

So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #09-2018-7,

RESOLUTION approving the attached Intermunicipal Agreement between the Village of Greenport and the Town of Southold, providing for the participation of the Village of Greenport in the Urban County Cooperation Agreement with Suffolk County, with
the Village of Greenport participating in the corresponding Consortium through the Town of Southold, which is presently a member of the Consortium. So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: RESOLUTION #09-2018-8,

RESOLUTION approving the attached Intermunicipal Agreement between the Village of Greenport and the Town of Southold, regarding the institution of a Lead Water Service Line Replacement Program for the financing of lead water service line replacements in areas within the geographic boundaries of the Village of Greenport and the Town of Southold. So moved.

TRUSTEE PHILLIPS: Second.

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

Opposed?
(No Response)

MAYOR HUBBARD: Motion carried.

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

So moved.

TRUSTEE ROBERTS: Second.

MAYOR HUBBARD: All in favor?

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

Opposed?
(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBERTS: RESOLUTION #09-2018-10,
RESOLUTION authorizing the attendance of Trustee Julia Robins and Village Administrator Paul Pallas at the NYAPP Annual Fall Meeting from October 2nd, 2018 through October 4th, 2018 in Jamestown, New York, at a conference fee of $245.00 per person and a room rate of $159.00 per night per person, reimbursable meal expenses not to exceed $35.00 per day, and mileage and travel reimbursement in accordance with the Village Travel Reimbursement Policy, to be expensed from account E.0782.000 (Management Services). So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #09-2018-11,

RESOLUTION approving the attendance of any interested: Board of Trustees member, Village Manager, Village staff member, Zoning Board of
Appeals member and/or Planning Board member at the SCVOA-sponsored Municipal Training Workshop, from 5:30 p.m. through 9:30 p.m. on October 18th, 2018 in Melville, New York; with all applicable mileage reimbursements to be expensed from the corresponding account numbers. So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

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

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

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

Opposed?

(No Response)

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

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

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBERTS: RESOLUTION #09-2018-14,
RESOLUTION approving the closing of North Street
from Main Street to Front Street, and Front Street from Main Street to the Carousel, from 9:30 a.m. through 11:30 a.m. on October 27th, 2018 for the Village-sponsored Halloween Parade, in collaboration with the Business Improvement District. So moved.

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

    (No Response)
    MAYOR HUBBARD: Motion carried.
    TRUSTEE ROBINS: RESOLUTION #09-2018-15, RESOLUTION authorizing the Village of Greenport to conduct a lottery for five (5) deer hunting permits, by bow and arrow only, as per New York State hunting regulations, in the western portion of Moore's Woods, beginning October 1st, 2018. So moved.

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

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION #09-2018-16,
RESOLUTION scheduling the November 2018 Regular
Meeting of the Village of Greenport Board of
Trustees for Monday, November 26, 2018 in
observance of Thanksgiving Day. So moved.
TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION #09-2018-17.
Randy and Bill I believe are having an interesting
conversation going on there.

MAYOR HUBBARD: Please, in the back.

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

TRUSTEE ROBERTS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBERTS: RESOLUTION #09-2018-18, RESOLUTION adopting the attached SEQRA resolution regarding the approval of the Wetlands Permit
Application submitted by applicant Brooke Epperson on behalf of Erika Cabral for the property at 127 Bay Avenue, adopting lead agency status, determining that the approval of the application is an Unlisted Action for purposes of SEQRA and adopting a Negative Declaration determining that the approval of the Wetlands Permit Application will not have a significant negative impact on the environment. So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #09-2018-19,

RESOLUTION approving the Wetlands Permit Application submitted by applicant Brooke Epperson on behalf of Erika Cabral, per the public hearing held on July 26th, 2018 to construct a new garage, covered cabana, hot tub and pool with 11,540 cubic
feet of dirt to be removed from the property at
127 Bay Avenue, Greenport, New York, 11944,
subject to the following Conservation Advisory
Council conditions:

Pool waste water shall be directed to the
Village sewer via permanent piping; mechanical
equipment must be installed outside the
floodplain; during construction, any required
dewatering shall not be directed to the Bay; a
silt fence must be installed during construction;
a minimum 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 two years.

So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE ROBERTS: Aye.

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

MAYOR HUBBARD: All right.

TRUSTEE PHILLIPS: I have a question,
because we went through this with the discussion
about the garage was not included in this wetlands
permit?
MR. PALLAS: That's right, the garage was inadvertently put into the resolution. The very original application included it, but the results of the application wasn't part of the wetlands.

TRUSTEE PHILLIPS: So we need to amend the resolution?

TRUSTEE ROBERTS: We need to amend it?

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

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

MR. PALLAS: Correct.

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

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

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

TRUSTEE ROBERTS: Second.

MAYOR HUBBARD: All in favor on the
amendment?

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

Opposed?

(No Response)

MAYOR HUBBARD: Any other discussion?

(No Response)

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

TRUSTEE ROBERTS: The amended resolution?
TRUSTEE ROBINS: Amended resolution.
MAYOR HUBBARD: But we had a motion and second on it, then we amended it. So motion to approve the amended second.

TRUSTEE ROBERTS: Yeah.
TRUSTEE ROBINS: Yes.
MAYOR HUBBARD: The amended resolution.
TRUSTEE ROBERTS: Gotcha.
TRUSTEE PHILLIPS: Amended.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.

Opposed?
(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: Where are we at, 20.

MAYOR HUBBARD: Twenty.

TRUSTEE MARTILOTTA: Resolution -- I'm sorry. RESOLUTION #09-2018-20, RESOLUTION approving the attached contract between The Village of Greenport and James D. Schott, for the provision of sound services related to the 2018 Dances in the Park Program, and further authorizing Mayor Hubbard to sign the contract between The Village of Greenport and James D. Schott. So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

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

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: RESOLUTION #09-2018-21,

RESOLUTION authorizing the solicitation of bids
for the purchase of a new or used (2014 or newer)
4500 series plow-capable truck or equivalent, with
gas-powered engine and stake-side dump body, for
use by the Village of Greenport Road Department,
and authorizing Clerk Pirillo to notice the
solicitation of bids accordingly. So moved.

TRUSTEE ROBERTS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBERTS: RESOLUTION #09-2018-22,

RESOLUTION authorizing the solicitation of bids
for the purchase of a new or used (2014 or newer)
4500 series plow-capable truck or equivalent, with
gas-powered engine and stake-side dump body for
use by the Village of Greenport Electric
Department, and directing Clerk Pirillo to notice
the solicitation of bids accordingly. So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #09-2018-23,

RESOLUTION approving the Stipulation and Order
Settling Violation in the matter of "People of the
State of New York versus Stephen Bull", and
authorizing Mayor Hubbard to sign the Stipulation
and Order Settling Violation on behalf of the
Village of Greenport. So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: RESOLUTION #09-2018-24,

RESOLUTION that the Board of Trustees authorizes Village Attorney Joseph W. Prokop, Esq. and Special Counsel David Kosakoff, Esq. to schedule and participate in non-binding mediation with the opposing parties and counsel in the Genesys Engineering litigation matters. So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: RESOLUTION #09-2018-25,
RESOLUTION scheduling a Public Hearing for
7:00 p.m. on October 25th, 2018 at the Third
Street Fire Station, Third and South Streets,
Greenport, New York, 11944; regarding a proposed
amendment to Chapter 132 (Vehicles and Traffic),
Section 50 (Loading Zones) of the Village of
Greenport Code, and directing Clerk Pirillo to
notice the Public Hearing accordingly. So moved.

TRUSTEE ROBERTS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

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

o All regular checks in the amount of

$461,626.40, and

o All prepaid checks (including wire
transfers) in the amount of $97,136.04. So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

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

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

Thanks, everybody, for coming. And thanks to everybody that was here for the public hearing.

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

STATE OF NEW YORK

) SS:

COUNTY OF SUFFOLK

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

THAT, the above and foregoing contains a true and correct transcription of the proceedings taken on September 27, 2018.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of October, 2018.

Lucia Braaten
Lucia Braaten

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Flynn Stenography & Transcription Service
(631) 727-1107
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.

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 with in 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.

1.3. Effective Date.
This Local Law shall take effect on the filing of the approved Local Law with the
Draft Short Term Conditional Use Rental Permit Law
September 13, 2018

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.
# VILLAGE OF GREENPORT

## Budget Adjustment Form

**Year:** 2019  
**Period:** 8  
**Trans Type:** B2 - Amend  
**Status:** Batch  
**Trans No.:** 3997  
**Trans Date:** 08/30/2018  
**User Ref:** ROBERT  
**Approved:**  
**Created by:** ROBERT  
**Account # Order:** No  
**Print Parent Account:** No  
**Description:** TO RECORD THE BUDGET FOR THE PURCHASE AND RENOVATION OF 415 SIXTH STREET, GREENPORT  
**Account No.**  
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<tr>
<td>H 1620 205</td>
<td>ROAD BARN BLDG</td>
<td>650,000.00</td>
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<td><strong>1,300,000.00</strong></td>
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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
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: __________________________
Name: __________________________
Title: __________________________
Date: ______________

Approved:
Department

By: __________________________
Name: __________________________
Title: __________________________
Date: ______________
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  9. Qualification as an Urban County
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 11. Duration of Agreement
 12. Execution of Agreement
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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


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.

- End of Document -
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
Municipality: Village of Greenport  
Contact Person: Robert Brandt  

Project Title: Third Street Park All Inclusive Playground Equipment  
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  

<table>
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<th>Is the purpose of this activity to:</th>
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<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
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<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
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<td>Help those with HIV/AIDS?</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
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<tr>
<td>Primarily help persons with Disabilities?</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
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<tr>
<td>Activity to be carried out by Municipality?</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
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<td>No</td>
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<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

Subrecipient Name:  
Subrecipient Address:  
Contact Person:  

| Is subrecipient a faith based organization? | Yes | Yes | No | No |
| Is subrecipient an institution of higher learning? | Yes | Yes | No | No |

Performance Indicators  
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
Municipality: Village of Greenport

Project Title: Fifth & Sixth Street Beach Special Needs Playground

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 ☑
Help the Homeless? Yes ☑
Help those with HIV/AIDS? Yes ☑
Primarily help persons with Disabilities? Yes ☑

Activity to be carried out by Municipality? Yes ☑
Activity to be carried out by subrecipient? No ☑

Subrecipient Name:
Subrecipient Address:
Contact Person:

Is subrecipient a faith based organization? No ☑
Is subrecipient an institution of higher learning? No ☑

Performance Indicators

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 Year:

HUD Activity Code: Approved by Suffolk County:

Municipality: Village of Greenport Contact Person: Robert Brandt
Phone: 631-477-0248

Project Title: Sixth Avenue Sidewalk Rehab for ADA Compliance

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:
Subrecipient Address:
Contact Person:

Is subrecipient a faith based organization? Yes ☑ No ☑
Is subrecipient an institution of higher learning? Yes ☑ No ☑

Performance Indicators
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
Municipality: Village of Greenport

Contact Person: Robert Brandt

Phone: 631-477-0248

Project Title: Third Street Park Access Rehab

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:
Subrecipient Address:
Contact Person:

Is subrecipient a faith based organization? [ ] Yes [ ] No
Is subrecipient an institution of higher learning? [ ] Yes [ ] No

Performance Indicators

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.
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 1/2% 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
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
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

By: ___________________________
Hon. Scott Russell
Supervisor

Date: _________________________

Village of Greenport

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

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.

Acknowledgement

Signature and office of person taking the

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
## Trailers, RV's and 5th Wheels

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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
   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: ____________________________
List of Articles & Exhibits

Article I
Description of Services
2. Overview of Services
3. Project Tasks
4. Village Subcontractor(s)
5. Project Timeline

Article II
Financial Terms and Conditions
2. General Payment Terms
3. Agreement Subject to Appropriation of Funds
4. Accounting Procedures
5. Audit
6. Comptroller's Rules and Regulations for Consultant's Agreements
7. Specific Payment Terms and Conditions

Exhibit 1
County Terms and Conditions
1. Elements of Interpretation
2. Meanings of Terms
3. Contractor Responsibilities
4. Qualifications, Licenses, and Professional Standards
5. Notifications
6. Documentation of Professional Standards
7. Credentialing
8. Engineering Certificate
9. Termination
10. Indemnification and Defense
11. Insurance
12. Independent Contractor
13. Severability
14. Merger; No Oral Changes
15. Set-Off Rights
16. Non-Discrimination in Services
17. Nonsectarian Declaration
18. Governing Law
19. No Waiver
20. Conflicts of Interest
21. Cooperation on Claims
22. Confidentiality
23. Assignment and Subcontracting
24. Changes to Contractor
25. No Intended Third Party Beneficiaries
26. Certification as to Relationships
27. Publications
28. Copyrights and Patents
29. Arrears to County
30. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction
31. Record Retention
32. Certification Regarding Lobbying
33. Notice

Exhibit 2
Suffolk County Legislative Requirements
1. Contractor’s/Vendor’s Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Youth Sports
11. Work Experience Participation
12. Safeguarding Personal Information of Minors
13. Contract Agency Performance Measures and Reporting Requirements
14. Suffolk County Local Laws Website Address
15. Suffolk County Code of Ethics

Attachments
Attachment A - Village of Greenport Resolution #01-2018-4
Attachment B - Suffolk County Resolution No. 584-2018
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:


   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 leaching 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 leaching 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.


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


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, SuffolkCounty.ny.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
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.

<table>
<thead>
<tr>
<th>Expenditure Category</th>
<th>Village Match</th>
<th>County Grant</th>
<th>Total Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>In-house Labor</td>
<td>$60,725</td>
<td>$0</td>
<td>$60,725</td>
</tr>
<tr>
<td>Equipment/Materials/Supplies</td>
<td>$23,000</td>
<td>$23,000</td>
<td>$46,000</td>
</tr>
<tr>
<td>Contractual Services</td>
<td>$153,275</td>
<td>$214,000</td>
<td>$367,275</td>
</tr>
<tr>
<td>Total Project Costs</td>
<td>$237,000</td>
<td>$237,000</td>
<td>$474,000</td>
</tr>
</tbody>
</table>

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 required by an insurer that has designated the New York Superintendent of Insurance as its lawful agent for service of process; or

c. the Contractor's failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or

d. 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 aforementioned 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 1.

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 3(c) and 15 of this Exhibit 1.

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).
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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 Contractor 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 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 case 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
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 11 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.

c. 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 any 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
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 addressee. 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 Contractor'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, a communication agreement, a 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
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 amendng 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 in an offense covered
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. 41-2012, 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:


End of Text for Exhibit 2

Page 21 of 21
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

[Signature]
Sylvia Lazzari Pirillo, RMC
Village Clerk

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:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Unit</th>
<th>Object</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>477</td>
<td>IFT</td>
<td>E525</td>
<td>9600</td>
<td>Transfer to Capital Fund</td>
<td>$237,000</td>
</tr>
</tbody>
</table>

and be it further

5th RESOLVED, that the interfund revenues be and hereby are transferred and accepted in the Capital Fund as follows:

REVENUES:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Unit</th>
<th>Rev Source</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>525</td>
<td>CAP</td>
<td>IFTR</td>
<td>R477</td>
<td>Transfer from Water Quality Protection</td>
<td>$237,000</td>
</tr>
</tbody>
</table>
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

<table>
<thead>
<tr>
<th></th>
<th>Current 2018</th>
<th>Revised 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Est'd Cost</td>
<td>$237,000</td>
<td>$237,000 W</td>
</tr>
<tr>
<td>Total Program</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$237,000</td>
<td>$237,000</td>
</tr>
</tbody>
</table>

and be it further

7th RESOLVED, that these Water Quality proceeds in the amount of $237,000 be and hereby is appropriated as follows:

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Project Title</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>525-CAP-8240.338</td>
<td>Greenport Road End Drainage Improvement</td>
<td>$237,000</td>
</tr>
</tbody>
</table>

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

BY ________________________________________

Hon. George W. Hubbard, Jr., Mayor

(SEAL)

CONTRACTOR

BY ________________________________________

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________________________)  
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