

1 VILLAGE OF GREENPORT  
2 COUNTY OF SUFFOLK STATE OF NEW YORK  
-----x

3 BOARD OF TRUSTEES  
4 REGULAR SESSION  
5 -----x

7  
8 Third Street Firehouse  
Greenport, New York

9  
10 June 27, 2019  
7:00 P.M.

11  
12 B E F O R E:

13 GEORGE HUBBARD, JR. - MAYOR

14 JACK MARTILOTTA - DEPUTY MAYOR

15 PETER CLARKE - TRUSTEE

16 MARY BESS PHILLIPS - TRUSTEE

17 JULIA ROBINS - TRUSTEE

18  
19  
20 JOSEPH PROKOP - VILLAGE ATTORNEY

21 SYLVIA PIRILLO - VILLAGE CLERK

22 PAUL PALLAS - VILLAGE ADMINISTRATOR

23  
24  
25

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

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

4 (All stood for the Pledge of Allegiance)

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

8 (All remained standing for a Moment of  
9 Silence)

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

13 TRUSTEE PHILLIPS: Excuse me, I'm sorry.  
14 (Trustee Phillips entered the meeting)

15 MAYOR HUBBARD: Okay.

16 TRUSTEE MARTILOTTA: You had me worried  
17 there.

18 TRUSTEE PHILLIPS: I had me worried, too.

19 MAYOR HUBBARD: The annual Fire Department  
20 Carnival fundraiser will be held from July 2nd,  
21 2019 through July 6th, 2019, with fireworks  
22 scheduled for July 4th, 2019, and July 6th, 2019,  
23 at 10 p.m.

24 Village Offices will be closed on July 4th  
25 in celebration of Independence Day holiday.

1           Okay. We have listed as a presentation from  
2 Paul Connor and Linda Sweeney regarding  
3 Stonybrook/ELI merger. We have Dr. Kaplan here,  
4 who's going to take care of that for us.

5                                 (Laughter)

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

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

15                                 (Laughter)

16           DR. KAPLAN: But having gone through  
17 Greenport High School, and then up to Union in  
18 Buffalo, and out to Vanderbilt, I stopped at a  
19 number of different pretty high-powered places.  
20 And when we decided to come back here, as we came  
21 across the Washington Bridge, my wife said, "Are  
22 you sure," because every window was blown out, and  
23 dirty laundry was hanging down. And I said,  
24 "Sure, let's give it two years." Thirty years  
25 later, poof, there you go.

1           And for the last 20 years, I've been  
2 involved in the Foundation at the Hospital, so  
3 it's been a long career. And, happily, I can  
4 attest to the fact that it's gotten better and  
5 better and better.

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

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

22           So what's really going to happen? We want  
23 from Stony Brook more physicians. We already have  
24 in place an additional surgeon that's going to be  
25 here July 1st. We've already got a Master's in

1 Surgery Program, together with Southampton, we  
2 have a new Urologist on board, and it's just going  
3 to keep on growing from there. We want  
4 subspecialists out here, but we also want primary  
5 care folks.

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

19 We already, as you know, have the wonderful  
20 addition of Stony Brook in terms of First  
21 Responders. They work terrifically with your  
22 EMTs, who, as you know, are really top-notch  
23 across the board. I think any of us who've had  
24 any experience realize that the minute you put  
25 your phone down, somebody is rushing in the door

1 and you're taken care of, and incredibly  
2 beautifully, and that goes even for football  
3 games, as I recall.

4 You have to understand that I came from an  
5 era when, as a known physician here, I was  
6 required to go to the football field and watch the  
7 game, the same field that we used to play on. Now  
8 it's a whole different ball game, and if you  
9 really need something, a helicopter appears.  
10 Well, it's not magic, but it's all worked through  
11 Stony Brook. Again, the coordination would be  
12 through Southampton, which is now part of Stony  
13 Brook. We are going to be part of Stony Brook,  
14 and then Stony Brook itself.

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

19 What about the employees? We have almost  
20 400 employees. How are they affected? Not a  
21 change is going to happen to their paychecks.  
22 Basically, they don't become employees of Stony  
23 Brook, but they actually go into a little special  
24 unit, and the whole unit basically is hired, if  
25 you will, by Stony Brook. So Stony Brook becomes

1 responsible for them, and there certainly aren't  
2 going to be any changes going on for a couple of  
3 years, until we sort of make any maneuvers.

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

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

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

1 able to do that, you should be able to do more at  
2 the school, or what have you, let us know,  
3 because, yeah, that's our job.

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

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

18 (Laughter)

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

25 I'd be happy to entertain any questions

1       you've got, or after you read the things that I've  
2       passed out, around midnight, if you want to call  
3       me, that's perfectly okay.

4                               (Laughter)

5               DR. KAPLAN: Thank you very much.

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

8               Okay. Before we get to the public hearing,  
9       I just want to recognize, this is a picture that  
10      was given to me from Dr. William Zitek, who was  
11      the vet on the corner in Southold, lived on  
12      Shelter Island. He sold his house in Shelter  
13      Island, he was moving away, and he found this  
14      picture. We believe it's somewhere in the late  
15      1800s of down by Claudio's dock, the end of the  
16      pier. And he gave it to me to give to Village  
17      Hall, and he kind of presented that to the  
18      Village, and he said, "Here."

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

25              TRUSTEE MARTILOTTA: That's cool.

1           MAYOR HUBBARD: I want to thank him for  
2 that.

3           TRUSTEE PHILLIPS: That's a cool picture.

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

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

16           MR. SALADINO: John Saladino, Sixth Street.

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

23           TRUSTEE PHILLIPS: (Nodded yes)

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

25           MAYOR HUBBARD: Yes.

1 TRUSTEE PHILLIPS: Yes.

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

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

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

18 Every wetlands permit that I can remember in  
19 recent time, at least the last three or four  
20 years, the CAC had always made a recommendation to  
21 this Board that -- that it be a two-year permit.  
22 So, in recent memory, there are no -- there are no  
23 wetlands permits out there that have been issued  
24 in the last three, four, five years that do not  
25 have an expiration date on it. But there are some

1 that -- that don't. And we know that people kind  
2 of do what people kind of do, and they  
3 interpret -- how they interpret things is  
4 sometimes to their benefit, and sometimes not to  
5 the benefit of the Village.

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

23 So maybe the Attorney, with the help of the  
24 Village Board, could kind of include some language  
25 to address that in this -- in this revision of

1 Chapter 142. This way it takes all ambiguity out  
2 of the picture.

3 Thanks. Thanks for listening.

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

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

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

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

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

21 Then there's an amended section for new  
22 bulkheads, docks and floats per linear feet -- per  
23 linear foot of \$5. Is that in addition to the  
24 \$350 permit fee? That's not clear.

25 Skipping over the next one, then there's a

1 dredging and filling per cubic yard, \$5. Is that  
2 in addition to the permit fee? Again, that's not  
3 clear.

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

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

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

24 And I guess that's it. It's really the  
25 permitting fees that are of concern to me,

1 because, again, it's a place to winkle a cheap  
2 permit. Thank you.

3 MAYOR HUBBARD: Thank you.

4 MS. ALLEN: Chatty Allen, Third Street.

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

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

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

23 (No Response)

24 MAYOR HUBBARD: Okay. What's the Board's  
25 feeling on it? You want to close the public

1 hearing, go back and consider rewriting?

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

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

6 TRUSTEE PHILLIPS: I'll make the --

7 MAYOR HUBBARD: -- to close the public  
8 hearing.

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

11 TRUSTEE ROBINS: I'll second that.

12 MAYOR HUBBARD: All in favor?

13 TRUSTEE MARTILOTTA: Aye.

14 TRUSTEE CLARKE: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE ROBINS: Aye.

17 MAYOR HUBBARD: Aye.

18 Opposed?

19 (No Response)

20 MAYOR HUBBARD: Motion carried.

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

23 Okay. Next on the agenda is the public to  
24 address the Board. Anybody from the public wish  
25 to address the Board on any topic?

1 MS. WADE: Hi. Randy Wade, Sixth Street.

2 This is in relation to the lease option for  
3 Hawkeye. I understand the difficulty of having to  
4 operate the Village and try to keep the taxes from  
5 rising. As Steve Covey said, "Before you wonder  
6 'Am I doing things right?' wonder 'Am I doing the  
7 right thing?"

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

15 And so in 2003, this plant was constructed  
16 on what the environmental report itself described  
17 as undeveloped woodlands containing vegetation  
18 typical of undisturbed and revegetated areas. The  
19 project site is surrounded by forest to the north,  
20 west, and east; to the south lies the wastewater  
21 treatment plant. The 60 -- 67 to 70 foot tall  
22 trees mentioned were clear-cut, and we now have  
23 2.2 acres paved in concrete.

24 Sometimes we don't realize what's actually  
25 there hidden away, so this was downloaded from the

1 Hawkeye website. I don't know if you'd like to  
2 pass this around. Pass that down. Thanks.

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

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

21 So within this shifting landscape, with  
22 overall goals of the state and local level for  
23 green energy, Hawkeye wants to expand from its two  
24 combustion turbine engines, a generator, and a --  
25 and holding tanks of fuel and toxic chemicals.

1 You see, the South Fork residents will not put up  
2 with oil-fired -- oil-fired-polluting generators  
3 in their midst. And if Hawkeye only wanted to add  
4 batteries, there's room on their current site, as  
5 you can see from that aerial, and a higher peak  
6 (phonetic) could be negotiated to let them add  
7 battery storage.

8 The current plant that exist now in -- I  
9 pulled this out of the SEQRA analysis. They  
10 anticipated that the plant to burn just under  
11 14 million gallons of oil per year, to use up to  
12 48,355,200 gallons of water a year, and we are  
13 only recently becoming aware that we are  
14 over-depleting our shallow aquifer. Most of this  
15 water is combusted.

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

19 It would emit 37,418 pounds of carbon  
20 dioxide pollution from its 65-foot high stack.

21 It would emit up to 22 tons of nitrogen  
22 oxide pollution -- these are annual figures --  
23 oxide pollution, that's NOx, which you hear about,  
24 and not use reasonably available control  
25 technology to reduce it, because they're just

1 getting under a threshold.

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

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

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

18 In looking at the draft lease option,  
19 available online only yesterday, that you are  
20 scheduled to vote on tonight, Hawkeye can cancel  
21 the lease at any time. The only way the Village  
22 can decide, no, this is not what our citizens  
23 want, is if the environmental approvals are not  
24 obtained. How do you think the applicant in 2003  
25 turned a two-year environmental review process

1 into six months? Can we rely on DEC or any other  
2 agency to look out for our interests?

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

16 Thank you so much.

17 MAYOR HUBBARD: Thank you.

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

20 MS. WADE: Yes.

21 TRUSTEE PHILLIPS: The numbers that you  
22 threw out --

23 MS. WADE: They were from SEQRA.

24 TRUSTEE PHILLIPS: -- from the SEQRA,  
25 correct, was that based on the actual activity, or

1 anticipated activity, or is that an estimate of  
2 projection of it being run 365 days a year?

3 MS. WADE: No. I can't remember exactly.  
4 It was something like 900-and-something hours.  
5 They had a number of hours that it would be  
6 operating.

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

10 MS. WADE: No, not --

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

13 MS. WADE: Yeah, no.

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

18 MS. WADE: Yeah.

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

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

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

25 MS. WADE: The number was given. I don't

1 remember exactly how many hours it was.

2 Anymore questions?

3 MAYOR HUBBARD: No.

4 MS. WADE: Thank you.

5 MAYOR HUBBARD: Thank you.

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

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

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

1 litigation from Hawkeye, the applicant.

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

11 Thank you.

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

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

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

20 MAYOR HUBBARD: Correct.

21 MR. SWISKEY: So that's not really that bad,  
22 believe it or not. The last time everybody was  
23 screaming, and this and that and the other thing.

24 Oh, the Treasurer is not here, but perhaps  
25 you know. What's the total, tax income and lease

1 payments that Hawkeye makes to the Village each  
2 year? It's in the hundreds of thousands of  
3 dollars, isn't it?

4 MAYOR HUBBARD: Six hundred.

5 CLERK PIRILLO: No. Close to 600.

6 MAYOR HUBBARD: Around 600,000.

7 TRUSTEE PHILLIPS: Six hundred thousand.

8 MR. SWISKEY: Right.

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

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

13 MAYOR HUBBARD: Yes.

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

16 TRUSTEE PHILLIPS: Yes.

17 MR. SWISKEY: I mean, No. 10 is a falling  
18 down old storage building, which we haven't  
19 maintained in years. So I would urge the Board to  
20 look at this -- what they're doing is they're --  
21 there's going to be proposals for power plants  
22 that LIPA's going to put -- well, yeah, LIPA's  
23 going to put out. So they're looking to ensure  
24 that this land, they can get their hands on it if  
25 they win the bid, basically. That's why they're

1 giving you "X" amount a month through -- they go  
2 through the process. But I think the Village  
3 would be very foolish to pass this opportunity up.  
4 Could be another 100, \$200,000 to the school  
5 district, which needs the money to fix bathrooms  
6 and whatnot. Anyway, that's my opinion on it,  
7 I realize that's just mine, and I've been  
8 hollering on this issue before, years ago.

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

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

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

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

23 MR. SWISKEY: Did we get a report?

24 MAYOR HUBBARD: Report from whom, Bill?

25 MR. SWISKEY: We hired an engineer, right,

1 to study it?

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

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

7 TRUSTEE PHILLIPS: That was about two years  
8 ago.

9 TRUSTEE ROBINS: About a year.

10 MAYOR HUBBARD: No.

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

13 TRUSTEE MARTILOTTA: No, a year.

14 TRUSTEE CLARKE: Last year.

15 ADMINISTRATOR PALLAS: About a year ago.

16 TRUSTEE PHILLIPS: A year ago, okay.

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

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

24 MR. SWISKEY: Well, it seemed to have  
25 stopped, because we haven't had the problem, we've

1 had significant rain. Could the problem have been  
2 that we weren't popping off enough sludge and our  
3 clarifiers were chock-full and couldn't handle any  
4 capacity?

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

7 MAYOR HUBBARD: No.

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

13 MAYOR HUBBARD: Correct.

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

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

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

25 ATTORNEY PROKOP: As of this afternoon, no,

1 but it should be in any day.

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

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

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

11 MR. SWISKEY: Yeah, a mediate --

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

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

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

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

1           ATTORNEY PROKOP: We are in court.

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

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

19           MAYOR HUBBARD: Yes. It's been considered,  
20 it's been talked about, and everything else. We  
21 tried that as an attempt to do something with the  
22 complaints that she had last year. It had been  
23 working. She was happy with the work when it was  
24 first done. I saw her yesterday. She posted  
25 something again, saying that she put a rubber duck

1 back out there again. So we will address it.

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

6 MAYOR HUBBARD: Yes.

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

15 This Hard Corners, is that the Capital One  
16 Bank?

17 TRUSTEE PHILLIPS: Yes.

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

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

23 MAYOR HUBBARD: Yes.

24 MR. SWISKEY: That's Capital One Bank?

25 MAYOR HUBBARD: Yes.

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

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

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

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

21 MR. SWISKEY: Well, I commend you for that.

22 And the next thing here is I noticed in the  
23 Safe Harbor agreement, the agreement I guess with  
24 Stirling Harbor, or Brewer's, or whoever's going  
25 to dredge, that if the Village objects to the

1 contractor they hire, he can't hire that  
2 contractor. Now I never heard -- saw that in a  
3 Village contract before. Are we mad at some local  
4 marine contractor? I mean, it says -- it says in  
5 there, if the Village doesn't like the contractor  
6 Stirling Harbor hires, the Village can just say,  
7 "Don't hire him." Now, I don't know if the  
8 Village has got any expertise on marine  
9 contractors. It just seemed a strange clause,  
10 almost like it was put in there for one person.  
11 I'm sure the Village wouldn't do that, would they,  
12 Joe?

13 ATTORNEY PROKOP: No.

14 MR. SWISKEY: All right. Thank you.

15 Now the big issue that I came here for was  
16 where -- a \$3.2 million bond? What's the length  
17 of this bond you're proposing, how many years?

18 MAYOR HUBBARD: We haven't gotten that far.  
19 To move the project forward to work on the grant  
20 proposal, as you know, Bill, you have to show that  
21 you have money to cover the project, and the  
22 overall project is 3.2 million. So we're  
23 proposing the bond to show that money is in place  
24 to take care of the project, and it's an 80/20  
25 match on it.

1           MR. SWISKEY: Yeah, we have to -- we have to  
2 lay out the 3.2 million before you get anything  
3 back.

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

8           MR. SWISKEY: You know, just spending  
9 \$3.2 million for the Shelter Island Ferry Company  
10 really irks me. I mean, they're the sole  
11 beneficiaries of what this is going to be. This  
12 is doing nothing for the Village of Greenport, not  
13 a -- not a damn thing.

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

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

24                 Why are we, the people of the Village of  
25 Greenport, going to -- because, eventually, if

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

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

19                               (Laughter)

20                MR. SWISKEY: And I would urge this Board,  
21      basically, to just vote no on this bond issue.  
22      Believe me, it's -- you could wind up with a  
23      \$3.2 million bond payable back over 25, 30, 40  
24      years, and the taxpayers here would be stuck for  
25      it. I want to -- before I authorize this bond, I

1 want to see a little bit more like -- in other  
2 words, we're -- we're going to spend money on  
3 engineering right now, right? There's another --

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

6 MR. SWISKEY: We have to lay that out,  
7 that's our money. Engineers don't work for  
8 nothing, believe me. The Village has to lay out  
9 \$400,000, and it has to lay it out fairly soon to  
10 get a plan, right? Am I right or wrong? What?  
11 Somebody answer me, please, tell me I'm wrong.

12 MAYOR HUBBARD: Yeah.

13 TRUSTEE ROBINS: Yes.

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

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

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

25 MR. SWISKEY: Do we have a letter that says

1 this money is --

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

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

6 MAYOR HUBBARD: Okay, yup.

7 TRUSTEE PHILLIPS: Yup.

8 MAYOR HUBBARD: Anybody else wish to address  
9 the Board?

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

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

20 MAYOR HUBBARD: Yes.

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

25 We share the same aquifer. I live in East

1 Marion. We have issues in East Marion, because  
2 one of the things we found is that water trucks  
3 from up-Island have been filling up from the fire  
4 hydrants in East Marion. They've been filling up  
5 their trucks and delivering water to Shelter  
6 Island to fill up pools, because Shelter Island  
7 banned anybody filling pools with Shelter Island  
8 water, and that's depleting our aquifer.

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

18 MAYOR HUBBARD: No, a public hearing is not  
19 required on this, and it's been in the works for  
20 16 months. It's been talked about at our regular  
21 meetings all along.

22 MS. MURRAY: Okay.

23 MAYOR HUBBARD: This is -- you know, I mean,  
24 it's been something that went on. Like I said, it  
25 started 16 months ago, so it hasn't been a secret.

1 It didn't just come out yesterday --

2 MS. MURRAY: Okay.

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

5 MS. MURRAY: Okay.

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

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

12 MS. MURRAY: Well, apparently, they --

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

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

20 MAYOR HUBBARD: Okay.

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

24 MAYOR HUBBARD: Uh-huh.

25 MS. MURRAY: However, I do think that an

1 issue like this could have environmental  
2 consequences. And I don't know if you've  
3 discussed this at some of your public meetings,  
4 because, as I said, I'm not a resident of  
5 Greenport, but I just wanted to share my opinion  
6 with -- opinion with you on the environmental  
7 impacts. Thank you.

8 MAYOR HUBBARD: Okay. No, that's fine. And  
9 just to clarify, we did -- I believe it was last  
10 February or March, we had a good half hour  
11 discussion amongst the Board Members and public on  
12 the overall process of this, because, at the time,  
13 they needed a commitment to re-up their PPA,  
14 Purchase Power Agreement, with LIPA. If that did  
15 not get approved with what they needed, that's why  
16 we did the option agreement at that time, that  
17 they could lose their overall contract, and the  
18 Village and the School would lose over  
19 three-quarters of a million dollars of revenue.

20 That's why the option agreement was  
21 originally written, that's where it came from.  
22 And the whole Board, with previous members -- you  
23 know, Mr. Clarke wasn't on at the time, but  
24 previous members, we thought about this long and  
25 hard, and we talked about the whole ramifications.

1 We did this to try to keep that plant functioning  
2 in Greenport.

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

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

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

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

25 Somebody else is waiting to speak. Hold on,

1 Randy, somebody else is waiting to speak.

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

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

11 MAYOR HUBBARD: Okay.

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

21 And I understand that with a lease, or  
22 sales -- selling property, or buying property,  
23 you're allowed to go into executive session,  
24 because you want to get the best price for the  
25 public, it's in the public interest, but this is

1 not the case. This is, you know, a major  
2 environmental degradation of our park, and it  
3 really should be something that the public gets,  
4 you know, made aware of what's going on and gets  
5 involved in commenting.

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

13 MAYOR HUBBARD: Thank you.

14 TRUSTEE ROBINS: Could I just make a  
15 comment? The last Public Power Conference that I  
16 attended of New York Association of Public Power,  
17 there are discussions about the ways to transition  
18 to the renewable energy initiatives that the  
19 Governor has put forward, which is now pretty much  
20 State Law, that we're headed towards 100%  
21 renewable by 2050. But, actually, peakers are one  
22 of the ways that will be part of the transition to  
23 that period, when renewables are not, you know,  
24 providing energy, because there's not enough  
25 battery, you know, storage to get there. And

1 lights still have to stay on when the sun doesn't  
2 shine and the wind doesn't blow. So they actually  
3 did mention peakers as part of that transition to  
4 the ultimate goal of getting to renewable energy  
5 in New York.

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

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

15 MS. WADE: Okay.

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

18 MR. BULL: Stephen Bull, Beach Street.

19 I'm going to change the subject briefly here  
20 and talk about a little bit of what I perceive to  
21 be as good news.

22 I want to report that New York State Parks  
23 and Recreation and Historic Preservation has  
24 given, working with the Trustees -- thank you very  
25 much -- and with the staff of Village of Greenport

1 and the Business Improvement District, has given  
2 us a grant. And the grant, which has a report  
3 that will be due next October, in 2020, is a  
4 recognizance level historic resource survey of  
5 Greenport. And this will be the first time that  
6 the entire Village is looked at as a -- as a  
7 community, and as a historic community, separate  
8 from the way it's been looked at in the past,  
9 which we -- which has allowed us to create a  
10 Historic District.

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

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

22 Now we've had two grants -- two surveys that  
23 were done in the past, one was 42 years ago, and  
24 one was 22 years ago, so this is going to be the  
25 third in the series. But that was just studying

1 basically the Historic District as we -- as we  
2 know it now.

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

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

21 We also want to focus on the commercial  
22 waterfront, which I think is a little bit  
23 underserved in the understanding of the Village of  
24 Greenport, and so that that is also given -- made  
25 part of that survey.

1           And then we're also going to look at the  
2           viewscapes, which are very important in Greenport,  
3           and they can be found at the end of many of the  
4           streets in Greenport.

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

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

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

22          TRUSTEE ROBINS: Yup.

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

25          MR. TASKER: Good evening again. Arthur

1 Tasker from Beach Street.

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

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

22 What was subsequently done -- the Village  
23 capitulated, and what was subsequently done was  
24 the bulldozers came in, they bulldozed a berm  
25 around the perimeter on the Village's property on

1 Sandy Point, they put a row of hay bales around  
2 the exterior of that, and they proceeded to pump  
3 all the spoil directly on top of Sandy Point, to  
4 the point where it eradicated all of the  
5 vegetation on Sandy Point. There was nothing left  
6 to speak of, including the extensive families of  
7 killdeer birds that lived on the Point.

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

17 I spoke with Mr. Pallas and I said, "Well,  
18 what's the deal with the dredging permit from the  
19 DEC in terms of where the spoil is going to be  
20 permitted to be placed," and his answer was, and  
21 please correct me if I'm -- if I'm wrong, was that  
22 the DEC would not permit it to be put in the area  
23 where the erosion was taking place, but had to put  
24 it on top of the land, in other words, the same  
25 deal they did in 1992.

1           It took seven years for the hay bales to  
2 disappear, because after the dredging was done and  
3 the spoil was placed up there, the Village walked  
4 away. They didn't remove the -- they didn't  
5 remove the hay bales, they didn't -- they didn't  
6 level the berm, they did nothing. They just  
7 dredged it and walked away. Well, the boating  
8 people got what they wanted. So what -- who cares  
9 what happened to the Village's own parkland?

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

18           And as Mrs. Wade said earlier --

19           ADMINISTRATOR PALLAS: And just to --

20           MR. TASKER: As Mrs. Wade said earlier --  
21 I'm sorry.

22           ADMINISTRATOR PALLAS: Just to clarify.

23           MR. TASKER: Please.

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

1 yet.

2 MR. TASKER: I know you don't.

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

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

8 ADMINISTRATOR PALLAS: No, no.

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

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

17 So I think that there's got to be some  
18 resistance. There's got to be some concern about  
19 what the effect of, you know, overall effect of  
20 this dredging is going to be. No one, no one  
21 disputes the need to open up the entrance to the  
22 harbor. I could go down there, walk down to the  
23 end from my beach house on Sandy Beach and just  
24 look at it, I can tell. You know, you can't get  
25 two 40-foot boats through there, that's for sure,

1 not at the same time. So that needs to be kept in  
2 mind, and resistance to the heavy-handedness, for  
3 want of a better word, of the DEC and/or the Corps  
4 of Engineers.

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

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

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

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

21 MR. TASKER: Well, I would certainly think  
22 that same kind of review is required, whether or  
23 not a permit is required, to see what the effect  
24 and the impact is going to be by doing the  
25 dredging the way we -- it appears that the Corps

1 of Engineers is going to force the Village to do  
2 it. And not only -- not really the Village, it's  
3 the contractor of our beneficial -- our beneficial  
4 person who is giving -- who is going to fund this  
5 that's doing this.

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

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

17 MR. TASKER: Okay.

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

1 it has not been done that way.

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

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

16 MAYOR HUBBARD: Okay.

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

22 I look at the resolution that was in the  
23 minutes -- that was in the agenda that requires in  
24 Section 2 that the estimated maximum cost of  
25 the -- of the class of objects and purposes is

1 determined to be 3.2 million, and the plan for the  
2 financing thereof is by the issuance of  
3 \$3.2 million in bonds of the Village, provided,  
4 however, that the amount of bonds to be issued  
5 shall be reduced by the amount of any Federal or  
6 State grants received in aid of the foregoing  
7 classes of objects or purposes. Well, as  
8 Mr. Swiskey asked you, you don't have anybody, you  
9 don't have a promise, you don't even have a letter  
10 from anybody that that funding is going to be  
11 provided by either the State or the Feds.

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

19 The other thing that I would like to mention  
20 is the, yeah, yes, Resolution No. 12, authorizing  
21 the Village to apply for a funding application  
22 to -- for a potential sewer main extension to the  
23 Sandy Beach area. I wholeheartedly support that.  
24 Remember, the people on Sandy Beach have supported  
25 it. I have lobbied for this in front of this

1 Board for the last seven years, and I would like  
2 to finally see it come to fruition.

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

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

24 So I encourage anything that could be done  
25 to seek out these funds that would provide

1 service, since the Village won't provide the  
2 service as it has to every other part of the  
3 Village. Thank you.

4 MAYOR HUBBARD: Anybody else wish to address  
5 the Board?

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

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

25 So I would like to talk a little bit about

1 that proposal. Paul is working diligently on  
2 this, he's done a great job. Joyce Novak,  
3 Dr. Joyce Novak of Peconic Estuary Program is very  
4 involved in this, in this project. Arthur Tasker  
5 and Steve are involved in it and have worked with  
6 us. Safe Harbor Marinas is extremely involved,  
7 and is prepared to put money into this project,  
8 along with doing the dredging in the opening to  
9 the harbor.

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

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

1 percent of the coverage of the lots.

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

8 The LWRP has been revised and resubmitted in  
9 2012, 2013 and 2014, and in that, in those  
10 revisions, it talks about the capacity of the  
11 sewer. It also covers the topic that the Village  
12 currently serves areas outside of the Village  
13 under a separate agreement, contract, including  
14 Peconic Landing facility, San Simeon Nursing Home,  
15 Greenport High School, KOA Campground, Driftwood  
16 Cove Apartments, and the Silver Sands Motel.  
17 While they have incorporated all of those  
18 facilities into the sewer district, they have not  
19 incorporated the residents on Sandy Beach and the  
20 two marinas that are within the district.

21 The opportunities under those revisions for  
22 the Village Board and the Village to undertake to  
23 enhance some of the proposals that are in the  
24 LWRP, some of the things are ship-building, oyster  
25 cultivation, maritime activities. It's being

1 done, it's there. We're doing it, it's being  
2 done. Encourage commercial or educational use.  
3 That's being done.

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

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

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

17 The proposal that you're being asked to  
18 approve through the Economic Development --  
19 Economic Development -- it's not a corporation,  
20 it's a Council that we have applied to, has  
21 requested that we show a reason for the need of a  
22 sewer in the two marinas, and I think we've done  
23 that very well with them. And they understand  
24 that we can create jobs, we can maintain jobs, we  
25 can improve our facilities if we have a sewer.

1 I just want to read something quickly that  
2 covers the Safe Harbors' position. I'll run  
3 through this as quickly as I can. A lot of people  
4 don't know who Safe Harbors is, but this will give  
5 a little bit of insight.

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

13 The company is dedicated to providing its  
14 40,000 members, those are the boaters, there's  
15 40,000 members, and their families with  
16 exceptional service and memorable experience at,  
17 or on, or near the water within the State of New  
18 York. Our recreational marina facilities include  
19 Post Road Boatyard in Mamoraneck, Capri Marina,  
20 Port Washington, Glen Cove Marina in Glen Cove,  
21 Stirling Harbor in Greenport, and the Yacht Yard  
22 at Greenport, which used to be Brewer Greenport.  
23 In total, these five properties include 1,315 wet  
24 slips, indoor and outdoor winter boat storage, and  
25 extensive boat hauling and service capabilities.

1 Further, each property offers a variety of upland  
2 amenities and commercial activities, such as  
3 marine related trades, including yacht brokerages,  
4 marine services, insurance providers, as well as  
5 independently operated restaurant operations.  
6 These marina -- marine-focused activities result  
7 in both indirect and direct employment  
8 opportunities for no fewer than 200 full and  
9 part-time work staff.

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

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

25 I do applaud John's theory of let's get the

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

10 We have continually over the past 10 years  
11 attempted to gain traction for improvements to the  
12 upland space. In 2009, Brewer Yacht Yard's group,  
13 previous owner Safe Harbor Stirling, retained  
14 Suffolk Environment Consulting, Inc. to develop a  
15 plan and obtain permits for the redevelopment of  
16 the marina, which included major infrastructure  
17 improvements such as the replacement of shoreline  
18 bulkheads, replacement of upland boat storage  
19 facilities, and general repairs to upland service  
20 areas. The effort was partially successful, and  
21 then it gained approval for only portions of the  
22 overall development intent. From this exercise,  
23 Greenport and Stirling Harbor learned that the  
24 site's development goals would be hamstrung by the  
25 preexisting site-wide septic systems, and its

1 inability to handle increases in wastewater  
2 loading from any further development.

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

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

23 In summary, our focus is to foster a plan  
24 with the Village of Greenport to provide a sewer  
25 extension to the east side of Stirling Basin to

1 serve both marina properties, as well as the Sandy  
2 Beach residential area. First of all, this will  
3 greatly reduce the current respective exposure of  
4 potential nitrogen releases into the Peconic  
5 waterway from existing leach fields, especially  
6 during flooding conditions.

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

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

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

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

1 increased revenues from inside storage.

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

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

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

19 Promote the strength in the Peconic Bay  
20 watershed.

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

24 Safe Harbors is going to put money into this  
25 project. Not only are they going to put money,

1 they're going to offer the Village a right-of-way  
2 down the entrance of Stirling Harbor Marina to run  
3 the sewer line, the main sewer line, then down  
4 underneath the docks over towards Mary Bess'  
5 place, somewhere in that neighborhood. That's the  
6 route that is being taken now.

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

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

23 Install a pumpout facility to encourage the  
24 discharge of holding tanks shore side, but there's  
25 a caveat to there. A radio dispatch pumpout

1 vessel is another option. It eliminates the need  
2 to move boats to a pumpout dock. And since it is  
3 mobile, it could serve more than one marina. We  
4 have a pumpout boat, paid for by us, not taxpayer  
5 funded, built by us and used by us. The Village  
6 also has a pumpout boat that does come over to the  
7 two marinas. The reason the pumpout boat is good,  
8 because it pumps out into the Village pumpout  
9 station in Mitchell Park Marina into a sewer.

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

17 TRUSTEE PHILLIPS: (Raised hand)

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

19 MR. TASKER: (Raised hand)

20 DR. KAPLAN: (Raised hand)

21 (Laughter)

22 MR. ACEBO: Arthur Tasker and our good  
23 Doctor. Henry Pierce put in the septic system at  
24 Brewer Greenport that still is in use for the two  
25 major bathrooms. The elevation of those septic

1 systems is the same elevation as the bulkhead by  
2 A and B Dock. Just think of what happens when we  
3 have a storm surge, okay? We're just like Sandy  
4 Beach, we want to rectify that.

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

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

20 So everything that's happening with this  
21 proposal is really, really vital, and really,  
22 really important in a lot of different ways. This  
23 is one of the first things I've ever been involved  
24 in in the Village of Greenport where you had  
25 residents, you had industry, and you had the

1 Village government, and that includes Southold  
2 governments, and it's going to include Suffolk  
3 County government and State interested in this  
4 project, to fund this project, so that the Village  
5 taxpayers don't have to pay for it. And you've  
6 got private industry. Safe Harbor Marinas is  
7 working diligently on that from Texas, working  
8 with Dr. Joyce, and myself and Paul. We're all  
9 working on this to pull this together, so the  
10 taxpayers don't have to get involved with their --  
11 with their pocketbooks. So we think it's a really  
12 important thing.

13 Thanks for your thoughts on this.

14 TRUSTEE CLARKE: Thank you, Mike.

15 MAYOR HUBBARD: Okay. Thank you.

16 TRUSTEE PHILLIPS: Thank you, Mike.

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

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

23 TRUSTEE ROBINS: I'm sorry.

24 MS. ALLEN: Okay.

25 TRUSTEE ROBINS: Say that again. I didn't

1 hear your question, Chatty.

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

5 TRUSTEE ROBINS: Oh.

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

7 TRUSTEE MARTILOTTA: Yes.

8 TRUSTEE PHILLIPS: Yes.

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

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

25 I have been through all these meetings, for

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

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

22 So I fully support what you are trying to  
23 do, and hope you vote yes tonight. And with  
24 what's been -- being said, it's not like the  
25 Village is going to spend that money, but you need

1       it to show you have it. And then North Ferry is  
2       going in with the Village as well, and I commend  
3       them for stepping up to the plate with this. This  
4       is something that needs to be done now, you know,  
5       just like we're looking at different ways to fix,  
6       you know, parking issues.

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

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

20              And I feel if the Village can get this,  
21      because if this gets turned down tonight, I think  
22      it's going to be another five years before  
23      something gets done, and that's a shame. And  
24      that's going to hurt, you know, not just the  
25      people that live there, anyone that has to occupy

1 those roads. If we could get a lot of that  
2 traffic out of that area, it's a win/win for  
3 everybody.

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

6 TRUSTEE CLARKE: Thank you.

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

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

22 Well, funding something like this is not --  
23 has not proven to be all that easy. I think it's  
24 fortunate that Paul has been able to work with the  
25 North Ferry Company and come up with a

1 possibility. I think part of the issue here is a  
2 chicken-and-egg effect. Paul's opportunity that  
3 he's identified can't launch without some  
4 assurance that it could be funded. Some people  
5 will want to say, "Well, we can't give them that  
6 assurance, because we might get stuck holding the  
7 check." Well, then nothing happens. So, yes,  
8 there might be some risk here, but if we don't do  
9 something, this opportunity is going to vanish.

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

16 MAYOR HUBBARD: Thank you.

17 TRUSTEE CLARKE: Thank you.

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

20 MR. SWISKEY: Always has to be last.

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

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

25 I'm not going to say anything about sewers

1 or pumpouts. I have an opinion about it, but a  
2 friend just told me to -- perhaps tonight's the  
3 night -- not the night to discuss it, so I won't.

4 I'm in favor of the study for -- to spend  
5 the money for the North Ferry Company, the  
6 \$400,000. They were nice enough to split the  
7 match.

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

13 TRUSTEE PHILLIPS: The interest.

14 MAYOR HUBBARD: The interest on the --

15 TRUSTEE PHILLIPS: The interest.

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

21 As far as -- as far as Moores Woods, we  
22 heard -- there's some speculation about the  
23 numbers that were -- that were quoted as far as  
24 fuel consumption, carbon loading, and water  
25 consumption, whether it was for the term on their

1 website for 900 hours, or on a yearly basis. I --  
2 just now I did on my phone 24 into 900 is 37 days.  
3 Does -- I understand Suffolk County Water Supply,  
4 we sold -- we sold our water company to Suffolk  
5 County Water Supply. Suffolk County Water Supply  
6 actually supplies the water, but we maintain the  
7 infrastructure. So the Village should have some  
8 idea. Does the Village bill Hawkeye for their  
9 water consumption?

10 TRUSTEE PHILLIPS: Yes, yes.

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

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

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

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

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

24 MS. WADE: Can I just make a clarification?

25 MAYOR HUBBARD: Well, Randy, let him speak

1 and you can get up after. Let him --

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

4 MAYOR HUBBARD: Okay.

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

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

15 MR. SALADINO: Okay. So, in all fairness, I  
16 mean, since -- since we shouldn't -- we shouldn't  
17 deal in maybes or probables, you know, to say that  
18 a proposal in 2002 to use a particular pump that  
19 might have generated 48 million gallons in water  
20 usage, or 14 million gallons in -- and the other  
21 thing is it's hard for me to believe that  
22 14 million gallons in 37 days to burn. I just --

23 MR. KREILING: You don't burn water.

24 MS. WADE: Well, no, it's used -- it's  
25 injected.

1 MAYOR HUBBARD: Yeah.

2 TRUSTEE PHILLIPS: Come on.

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

8 MR. SALADINO: Lucia, only listen to me.

9 MS. WADE: Sorry.

10 MR. SALADINO: Only write down what I say.

11 (Laughter)

12 MR. SALADINO: So, I mean, before we make a  
13 decision, before, before anybody rushes to  
14 judgment, I mean, this is kind of like some stuff  
15 that we -- in all honesty, I could come here and  
16 just say anything I want, that they burn  
17 48 million gallons of fuel, and they drink 300  
18 million gallons of water, and every frog in  
19 Moores Woods is going to be polluted, and it  
20 wouldn't be the truth. And it wouldn't be the  
21 truth, it would be hyperbole. So, I mean, to come  
22 in front of the Board with maybes and probables  
23 and perhapses.

24 Do we want to preserve parkland? Of course  
25 we do. Of course we do. Do we want to give the

1 people that are going to make the decision an  
2 opportunity to make it on facts, as opposed to  
3 perceptions? We should do that also.

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

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

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

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

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

15 MAYOR HUBBARD: Yeah.

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

19 MAYOR HUBBARD: Okay.

20 ADMINISTRATOR PALLAS: That's the whole  
21 thing.

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

24 ATTORNEY PROKOP: Extend the lease.

25 ADMINISTRATOR PALLAS: It would extend the

1 lease if they develop another resource, which may  
2 or may not be a turbine. It could be -- as it  
3 says in the agreement, it could be a battery  
4 system. It is a -- there's no plan yet,  
5 specifically.

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

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

16 TRUSTEE PHILLIPS: That was microgrid.

17 ADMINISTRATOR PALLAS: That was four years  
18 ago?

19 MAYOR HUBBARD: That was Global Commons.

20 ADMINISTRATOR PALLAS: That was a  
21 different developer.

22 TRUSTEE ROBINS: Global Commons.

23 TRUSTEE PHILLIPS: Global Commons.

24 ADMINISTRATOR PALLAS: Global Commons, a  
25 different developer.

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

10 MAYOR HUBBARD: Go ahead.

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

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

23 TRUSTEE ROBINS: And things are changing all  
24 the time in the world of public power, you know.  
25 I mean, we're all -- everybody's waiting for a

1 breakthrough with battery technology. So, you  
2 know, to say is there a likelihood, Paul, I think  
3 Paul expressed it correctly, we really don't know.

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

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

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

19 MAYOR HUBBARD: Yes.

20 TRUSTEE PHILLIPS: Yes.

21 MR. SALADINO: -- in what happens?

22 MAYOR HUBBARD: Yes.

23 TRUSTEE PHILLIPS: Yes.

24 MR. SALADINO: So there'll be a resolution  
25 by the Village? After a public hearing, after the

1 SEQRA process, after comments by the public, and  
2 after recommendations by either -- whosever in  
3 charge of that, the Village Board will be the  
4 ultimate decider?

5 ADMINISTRATOR PALLAS: Depends on the --

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

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

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

25 (Laughter)

1 MR. SALADINO: So I think if there's --  
2 there's ultimate oversight by the Village Board,  
3 and this is a relatively benign lease agreement.

4 I read some stuff that was online about  
5 vistas from Moores Lane and stuff. I've tried,  
6 I've stood on top of my pickup truck. I can't see  
7 that property from Moores Woods. I honestly don't  
8 know the answer, but I'm in favor of the Village  
9 at least considering it.

10 And, again, I've been here. I don't know if  
11 you guys remember me being here for the last --  
12 for all the meetings. You know, I kind of show up  
13 for the meetings.

14 MAYOR HUBBARD: Uh-huh.

15 (Laughter)

16 MR. SALADINO: And I do remember this being  
17 discussed. Nobody said we couldn't ask about it.  
18 So I don't know if it's a boon or a bust, but to  
19 not do it might -- might not -- might not be in  
20 the best interest of the Village. I'm just not  
21 sure.

22 The last thing I would like to ask you about  
23 is the railroad. We're going do the railroad?  
24 Everybody's on board? We got the money, we're  
25 going to do the model train?

1 TRUSTEE PHILLIPS: Yes, yes.

2 MAYOR HUBBARD: Yeah.

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

4 MAYOR HUBBARD: Working on it.

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

7 MAYOR HUBBARD: No.

8 MR. SALADINO: Well, maybe, maybe not.

9 (Laughter)

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

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

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

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

24 ADMINISTRATOR PALLAS: Yeah.

25 MAYOR HUBBARD: -- that came out from

1            somewhere or --

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

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

6            ADMINISTRATOR PALLAS: Yeah.

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

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

22           MR. SALADINO: And anything that you've  
23 heard wouldn't prohibit the Village from the --  
24 it's not -- it's not like something that would --  
25 that's outside the realm of --

1

2           MAYOR HUBBARD: No.

3           ADMINISTRATOR PALLAS: No.

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

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

22           MR. SALADINO: And is there a timeline?

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

25           MR. SALADINO: No. I meant in terms of the

1 Village -- if the DEC approval came through within  
2 the next -- pick a number -- a month, is there --  
3 is there a timeline that this could happen?

4 MAYOR HUBBARD: Yes.

5 MR. SALADINO: That the Village --

6 MAYOR HUBBARD: The Rotary is ready to go.  
7 They've raised half the funds they need to, to  
8 fund the overall project. They're ready to go.  
9 They've bought the train. They have the -- the  
10 engine has been rebuilt. North Fork Welding has  
11 just built a new fuel tank for it. So they're  
12 investing. They're working on this project, that  
13 this is going to happen somewhere, you know. So  
14 they've already taken their money. They bought  
15 the tracks from Frank Field, they have that in  
16 storage. They bought the locomotive. They're  
17 working on getting everything fixed up on the  
18 cars.

19 So the Rotary is totally committed to it  
20 100%. And, like I said, they've raised half the  
21 funds that they need. They've got plans drawn for  
22 the building and everything else. And now they --  
23 the contract, the agreement is just -- we're at  
24 the point now where they want a little guarantee  
25 of what they're going to do before they take the

1 next step with spending more money. That's why  
2 we're doing the agreement.

3 MR. SALADINO: Sounds good. Thank you.  
4 Thanks for listening.

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

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

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

9 MAYOR HUBBARD: Okay.

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

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

16 TRUSTEE PHILLIPS: LIPA.

17 MS. WADE: LIPA?

18 TRUSTEE PHILLIPS: Uh-huh.

19 MS. WADE: So people will be allowed to talk  
20 all they want, but the lease option as written,  
21 somebody else besides the Village has to say no,  
22 or the Village is bound to fulfill what's in this  
23 simple little option lease, and it's then  
24 obligated to go for a 20-year lease. We'd be  
25 giving up that property. So by voting for this

1 option, you're really saying somebody else look at  
2 it, somebody else decide whether this is good or  
3 not.

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

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

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

20 ADMINISTRATOR PALLAS: Yeah, I mean, it  
21 certainly would have been. But, again, I -- as  
22 long as we're clarifying, the way the permit  
23 process works is it typically is done as a  
24 potential to emit, which typically is on --  
25 running 24/7, 365. So I don't --

1 MS. WADE: No, no. They made it very clear  
2 that it's going to be under 1,000 hours in the  
3 SEQRA analysis.

4 ADMINISTRATOR PALLAS: Okay.

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

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

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

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

18 ADMINISTRATOR PALLAS: Combustion process.

19 MS. WADE: Part of the combustion process.

20 ADMINISTRATOR PALLAS: Yes.

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

22 ADMINISTRATOR PALLAS: Well, it's all  
23 relative. I mean, again, I'm not going to comment  
24 on whether I think it's big or not, it's not my  
25 purview.

1 MS. WADE: Okay. Thanks for letting me  
2 clarify.

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

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

7 MAYOR HUBBARD: Go ahead.

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

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

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

22 MAYOR HUBBARD: There has been progress.  
23 The Village Attorney and Mr. Pallas have been  
24 working on trying to finalize that with the  
25 changes the Department of State had made to the

1 original format. It's been reformatted and  
2 readjusted to the format the State wants now.  
3 That was done with a grant seven years ago.

4 MR. SWISKEY: Yeah, I know.

5 MAYOR HUBBARD: Something like that. And --

6 MR. SWISKEY: Is there a significant change?

7 MAYOR HUBBARD: They're still working on it.

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

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

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

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

21 MR. SWISKEY: Yeah, yeah.

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

25 MR. SWISKEY: One more thing. Hawkeye is

1 talking about taking over No. 3 pump. Is that  
2 true or not?

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

5 MR. SWISKEY: She mentioned it.

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

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

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

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

17 MAYOR HUBBARD: Right.

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

23 TRUSTEE PHILLIPS: No, no.

24 ADMINISTRATOR PALLAS: We're not asking them  
25 to recommend. They have a -- there's a process

1 for these types of grants that the County has.  
2 Every county in the state produces a list of  
3 qualified engineers that you're permitted to use  
4 as part of the process.

5 MR. SWISKEY: All right. So this is  
6 \$400,000, right?

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

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

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

15 MR. SWISKEY: No, that's --

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

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

21 MAYOR HUBBARD: Okay. Go ahead.

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

25 Why don't we -- on Resolution 11 here, why

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

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

19 Why don't we ask some young upcoming  
20 designers -- create a contest. I think that would  
21 be probably the best way to get what we want, and  
22 get -- maybe get one of those guys on the approved  
23 lists of designers. I just think that we're  
24 missing an opportunity for -- to be  
25 forward-thinking. Thank you.



1 MAYOR HUBBARD: All in favor?

2 TRUSTEE MARTILOTTA: Aye.

3 TRUSTEE CLARKE: Aye.

4 TRUSTEE PHILLIPS: Aye.

5 TRUSTEE ROBINS: Aye.

6 MAYOR HUBBARD: Aye.

7 Opposed?

8 (No Response)

9 MAYOR HUBBARD: Motion carried.

10 TRUSTEE ROBINS: *RESOLUTION #06-2019-3,*  
11 *RESOLUTION approving an increase in the hourly*  
12 *wage rate of Emilia Jacobi from \$12.00 per hour to*  
13 *\$13.50 per hour, effective July 3rd, 2019. So*  
14 *moved.*

15 TRUSTEE MARTILOTTA: Second.

16 MAYOR HUBBARD: All in favor?

17 TRUSTEE MARTILOTTA: Aye.

18 TRUSTEE CLARKE: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE ROBINS: Aye.

21 MAYOR HUBBARD: Aye.

22 Opposed?

23 (No Response)

24 MAYOR HUBBARD: Motion carried.

25 TRUSTEE MARTILOTTA: Resolution ratifying --

1 I apologize.

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

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

10 TRUSTEE PHILLIPS: Second.

11 MAYOR HUBBARD: All in favor?

12 TRUSTEE MARTILOTTA: Aye.

13 TRUSTEE CLARKE: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 TRUSTEE ROBINS: Aye.

16 MAYOR HUBBARD: Aye.

17 Opposed?

18 (No Response)

19 MAYOR HUBBARD: Motion carried.

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

22 *Alec Rinaldi, Cassidy Deerkoski, Bayleigh*  
23 *Rienecke -- sorry if I miss the name -- Roxana*  
24 *Rodas Monarca, and Katherine Strovink as*  
25 *part-time, seasonal Camp Counselors, at an hourly*

1        *wage rate of \$12.00 per hour, effective June 18th,*  
2        *2019. So moved.*

3                TRUSTEE CLARKE:    Second.

4                MAYOR HUBBARD:    All in favor?

5                TRUSTEE MARTILOTTA:    Aye.

6                TRUSTEE CLARKE:    Aye.

7                TRUSTEE PHILLIPS:    Aye.

8                TRUSTEE ROBINS:    Aye.

9                MAYOR HUBBARD:    Aye.

10                Opposed?

11                                (No Response)

12                MAYOR HUBBARD:    Motion carried.

13                TRUSTEE CLARKE:    *RESOLUTION #06-2019-6,*  
14        *RESOLUTION approving the attached SEQRA resolution*  
15        *regarding the use of Community Development Block*  
16        *Grant money in the amount of \$180,305.00 to fund*  
17        *ADA-compliant construction and rehabilitation*  
18        *projects within the Village of Greenport, with the*  
19        *Board of Trustees adopting Lead Agency status,*  
20        *determining that the construction and*  
21        *rehabilitation projects are Unlisted Actions for*  
22        *purposes of SEQRA, and determining that the*  
23        *construction and rehabilitation projects will not*  
24        *have a significant negative impact on any aspect*  
25        *of the environment, and adopting a Negative*

1        *Declaration for purposes of SEQRA.* So moved.

2                TRUSTEE ROBINS: Second.

3                MAYOR HUBBARD: All in favor?

4                TRUSTEE MARTILOTTA: Aye.

5                TRUSTEE CLARKE: Aye.

6                TRUSTEE PHILLIPS: Aye.

7                TRUSTEE ROBINS: Aye.

8                MAYOR HUBBARD: Aye.

9                Opposed?

10                                (No Response)

11                MAYOR HUBBARD: Motion carried.

12                TRUSTEE ROBINS: *RESOLUTION #06-2019-7,*  
13        *RESOLUTION approving the attached agreement*  
14        *between the Village of Greenport and the Rotary*  
15        *Club of Greenport regarding the restoration and*  
16        *operation of the Mini Railroad in the*  
17        *Village-owned Moores Woods, and authorizing Mayor*  
18        *Hubbard to sign the agreement between the Village*  
19        *of Greenport and the Rotary Club of Greenport.* So  
20        moved.

21                TRUSTEE MARTILOTTA: Second.

22                MAYOR HUBBARD: All in favor?

23                TRUSTEE MARTILOTTA: Aye.

24                TRUSTEE CLARKE: Aye.

25                TRUSTEE PHILLIPS: Aye.

1 TRUSTEE ROBINS: Aye.

2 MAYOR HUBBARD: Aye.

3 Opposed?

4 (No Response)

5 MAYOR HUBBARD: Motion carried.

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

13 TRUSTEE PHILLIPS: Second.

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE MARTILOTTA: Aye.

16 TRUSTEE CLARKE: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 TRUSTEE ROBINS: Aye.

19 MAYOR HUBBARD: Aye.

20 Opposed?

21 (No Response)

22 MAYOR HUBBARD: Motion carried.

23 TRUSTEE PHILLIPS: *RESOLUTION #06-2019-9,*  
24 *RESOLUTION approving the attached agreement*  
25 *between the Village of Greenport and Hawkeye*

1        *Energy Greenport, LLC regarding an amendment to*  
2        *the Facility Site Lease Agreement between the*  
3        *Village of Greenport and Hawkeye Energy Greenport,*  
4        *LLC and authorizing Mayor Hubbard to sign the*  
5        *agreement between the Village of Greenport and*  
6        *Hawkeye Energy Greenport, LLC. So moved.*

7                TRUSTEE CLARKE: Second.

8                MAYOR HUBBARD: All in favor?

9                TRUSTEE MARTILOTTA: Aye.

10               TRUSTEE CLARKE: Aye.

11               TRUSTEE PHILLIPS: Aye.

12               TRUSTEE ROBINS: Aye.

13               MAYOR HUBBARD: Aye.

14               Opposed?

15                                (No Response)

16                MAYOR HUBBARD: Motion carried.

17                TRUSTEE CLARKE: *RESOLUTION #06-2019-10,*  
18        *Approving the attached SEQRA resolution regarding*  
19        *the New York State Department of State Application*  
20        *for the New York State Department of*  
21        *Transportation grant for re-construction of the*  
22        *North Ferry Terminal transportation hub in the*  
23        *Village of Greenport, determining the*  
24        *re-construction to be an Unlisted Action for*  
25        *purposes of SEQRA -- excuse me -- adopting Lead*

1        *Agency status and adopting a negative declaration*  
2        *with regard to SEQRA. So moved.*

3                TRUSTEE ROBINS: Second.

4                MAYOR HUBBARD: All in favor?

5                TRUSTEE MARTILOTTA: Aye.

6                TRUSTEE CLARKE: Aye.

7                TRUSTEE PHILLIPS: Aye.

8                TRUSTEE ROBINS: Aye.

9                MAYOR HUBBARD: Aye.

10                Opposed?

11                                (No Response)

12                MAYOR HUBBARD: Motion carried.

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

24                TRUSTEE MARTILOTTA: Second.

25                MAYOR HUBBARD: All in favor?

1 TRUSTEE MARTILOTTA: Aye.

2 TRUSTEE CLARKE: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE ROBINS: Aye.

5 MAYOR HUBBARD: Aye.

6 Opposed?

7 (No Response)

8 MAYOR HUBBARD: Motion carried.

9 TRUSTEE MARTILOTTA: *RESOLUTION #06-2019-12,*  
10 *RESOLUTION authorizing the Village of Greenport to*  
11 *apply for a Consolidated Funding Application grant*  
12 *for the purposes of obtaining funding for the*  
13 *potential sewer main expansion -- I'll say it*  
14 *again -- extension to the Sandy Beach area, and*  
15 *further authorizing Village Administrator Pallas*  
16 *to sign the corresponding grant application. So*  
17 *moved.*

18 TRUSTEE PHILLIPS: Second.

19 MAYOR HUBBARD: All in favor?

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE CLARKE: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE ROBINS: Aye.

24 MAYOR HUBBARD: Aye.

25 Opposed?

1 (No Response)

2 MAYOR HUBBARD: Motion carried.

3 TRUSTEE PHILLIPS: *RESOLUTION #06-2019-13,*  
4 *RESOLUTION authorizing Treasurer Brandt to perform*  
5 *attached Budget Amendment #4105, to appropriate*  
6 *reserves to fund the purchase of a replacement*  
7 *pump for the San Simeon Nursing Home Pump Station,*  
8 *and directing that Budget Amendment #4105 be*  
9 *included as part of the formal meeting minutes of*  
10 *the June 27, 2019 regular meeting of the Board of*  
11 *Trustees. So moved.*

12 TRUSTEE CLARKE: Second.

13 MAYOR HUBBARD: All in favor?

14 TRUSTEE MARTILOTTA: Aye.

15 TRUSTEE CLARKE: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE ROBINS: Aye.

18 MAYOR HUBBARD: Aye.

19 Opposed?

20 (No Response)

21 MAYOR HUBBARD: Motion carried.

22 TRUSTEE CLARKE: *RESOLUTION #06-2019-14,*  
23 *Authorizing Treasurer Brandt to perform attached*  
24 *Budget Amendment #4107, to appropriate reserves to*  
25 *fund the purchase of a Comminutor Grinder System*

1        *on an emergency basis, and directing that Budget*  
2        *Amendment #4107 be included as part of the formal*  
3        *meeting minutes of the June 27, 2019 regular*  
4        *meeting of the Board of Trustees. So moved.*

5                TRUSTEE ROBINS: Second.

6                MAYOR HUBBARD: All in favor?

7                TRUSTEE MARTILOTTA: Aye.

8                TRUSTEE CLARKE: Aye.

9                TRUSTEE PHILLIPS: Aye.

10               TRUSTEE ROBINS: Aye.

11               MAYOR HUBBARD: Aye.

12               Opposed?

13                                (No Response)

14               MAYOR HUBBARD: Motion carried.

15               TRUSTEE ROBINS: *RESOLUTION #06-2019-15,*  
16        *RESOLUTION approving the attached SEQRA resolution*  
17        *regarding the bond resolution dated June 27th,*  
18        *2019, determining the re-construction of the North*  
19        *Ferry Terminal to be an Unlisted Action for*  
20        *purposes of SEQRA, adopting Lead Agency status and*  
21        *adopting a negative declaration with regard to*  
22        *SEQRA. So moved.*

23               TRUSTEE MARTILOTTA: Second.

24               MAYOR HUBBARD: All in favor?

25               TRUSTEE MARTILOTTA: Aye.

1 TRUSTEE CLARKE: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 TRUSTEE MARTILOTTA: *RESOLUTION #06-2019-16,*  
9 *RESOLUTION approving the attached bond resolution*  
10 *dated June 27th, 2019 provided by Norton Rose*  
11 *Fulbright, in the amount of \$3,200,000 to finance*  
12 *the matching grant portion of the reconstruction*  
13 *of the North Ferry Terminal. So moved.*

14 TRUSTEE PHILLIPS: Second.

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

18 CLERK PIRILLO: Thank you.

19 (Roll Call by Clerk Pirillo)

20 TRUSTEE CLARKE: Aye.

21 TRUSTEE ROBINS: Aye.

22 TRUSTEE MARTILOTTA: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 MAYOR HUBBARD: Yes.

25 CLERK PIRILLO: Thank you.

1 (Laughter)

2 MAYOR HUBBARD: Motion approved.

3 TRUSTEE PHILLIPS: Okay. *RESOLUTION*  
4 *#06-2019-17, RESOLUTION approving the Public*  
5 *Assembly Permit Application submitted by the*  
6 *Standard Hose Company of the Greenport Fire*  
7 *Department for the use of the grounds at Station*  
8 *One Firehouse on Third Street, for the annual*  
9 *Chicken Barbecue fundraiser from 4 p.m. through*  
10 *7 p.m. on August 17th, 2019. So moved.*

11 TRUSTEE CLARKE: Second.

12 MAYOR HUBBARD: All in favor?

13 TRUSTEE MARTILOTTA: Aye.

14 TRUSTEE CLARKE: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE ROBINS: Aye.

17 MAYOR HUBBARD: Aye.

18 Opposed?

19 (No Response)

20 MAYOR HUBBARD: Motion carried.

21 TRUSTEE CLARKE: *RESOLUTION #06-2019-18,*  
22 *Approving the Public Assembly Permit Application*  
23 *submitted by the Chinese Yacht Club for the use of*  
24 *a portion of Mitchell Park, for the annual*  
25 *Greenport Regatta, from October 11th, 2019 through*



1           Opposed?

2                           (No Response)

3           MAYOR HUBBARD: Motion carried.

4           TRUSTEE MARTILOTTA: *RESOLUTION #06-2019-20,*  
5 *RESOLUTION approving the request of the Chinese*  
6 *Yacht Club for dockage on October 11, 2019 and*  
7 *October 12, 2019 -- sorry -- at the Village of*  
8 *Greenport Mitchell Park Marina for vessels*  
9 *participating in the Greenport Regatta, at a rate*  
10 *of \$1.00 per foot per vessel. So moved.*

11           TRUSTEE PHILLIPS: Second.

12           MAYOR HUBBARD: All in favor?

13           TRUSTEE MARTILOTTA: Aye.

14           TRUSTEE CLARKE: Aye.

15           TRUSTEE PHILLIPS: Aye.

16           TRUSTEE ROBINS: Aye.

17           MAYOR HUBBARD: Aye.

18           Opposed?

19                           (No Response)

20           MAYOR HUBBARD: Motion carried.

21           TRUSTEE PHILLIPS: *RESOLUTION #06-2019-21,*  
22 *RESOLUTION approving the request of the Greenport*  
23 *Harbor Brewery to close Carpenter Street from the*  
24 *front of the Brewery to the rear entrance of the*  
25 *former Capital One Bank building on July 12th,*

1        *2019 from 5 p.m. - 10 p.m. for the Greenport*  
2        *Harbor Brewery Tenth Annual Anniversary*  
3        *celebration. So moved.*

4                TRUSTEE CLARKE: Second.

5                MAYOR HUBBARD: All in favor?

6                TRUSTEE MARTILOTTA: Aye.

7                TRUSTEE CLARKE: Aye.

8                TRUSTEE PHILLIPS: Aye.

9                TRUSTEE ROBINS: Aye.

10                MAYOR HUBBARD: Aye.

11                Opposed?

12                                (No Response)

13                MAYOR HUBBARD: Motion carried.

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

23                TRUSTEE ROBINS: Second.

24                MAYOR HUBBARD: All in favor?

25                TRUSTEE MARTILOTTA: Aye.

1 TRUSTEE CLARKE: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 TRUSTEE ROBINS: *RESOLUTION #06-2019-23,*  
9 *RESOLUTION ratifying the attendance of Clerk*  
10 *Pirillo at the Nassau Suffolk Town Clerks*  
11 *Association Meeting on June 26, 2019 in Southold,*  
12 *New York, beginning at 12 noon, with the*  
13 *attendance fee of \$30.00 to be reimbursed from*  
14 *Account A1410.400 (Clerk Contractual Expense). So*  
15 *moved.*

16 TRUSTEE MARTILOTTA: Second.

17 MAYOR HUBBARD: All in favor?

18 TRUSTEE MARTILOTTA: Aye.

19 TRUSTEE CLARKE: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE ROBINS: Aye.

22 MAYOR HUBBARD: Aye.

23 Opposed?

24 (No Response)

25 MAYOR HUBBARD: Motion carried.

1 TRUSTEE MARTILOTTA: *RESOLUTION #06-2019-24,*  
2 *RESOLUTION accepting the proposal of the J.R. --*  
3 *oh, boy -- Holzmacher --*

4 TRUSTEE PHILLIPS: *Holzmacher.*

5 TRUSTEE MARTILOTTA: *-- P.E., LLC for the*  
6 *engineering services for the Sanitary Sewer Pump*  
7 *Station Replacement Project, in the amount of*  
8 *\$89,739.10 per the bid opening on June 20th, 2019;*  
9 *and authorizing Mayor Hubbard to sign the contract*  
10 *between the Village of Greenport and J.R.*  
11 *Holzmacher P.E., LLC. So moved.*

12 TRUSTEE PHILLIPS: *Second.*

13 MAYOR HUBBARD: *All in favor?*

14 TRUSTEE MARTILOTTA: *Aye.*

15 TRUSTEE CLARKE: *Aye.*

16 TRUSTEE PHILLIPS: *Aye.*

17 TRUSTEE ROBINS: *Aye.*

18 MAYOR HUBBARD: *Aye.*

19 *Opposed?*

20 *(No Response)*

21 MAYOR HUBBARD: *Motion carried.*

22 TRUSTEE PHILLIPS: *RESOLUTION #06-2019-25,*  
23 *RESOLUTION scheduling a public hearing for 7 p.m.*  
24 *on Thursday, July 25th, 2019 at the Third Street*  
25 *Fire Station, Third and South Streets, Greenport,*

1 *New York, 11944, regarding a proposed amendment to*  
2 *Chapter 132 (Vehicle and Traffic), Section 54A,*  
3 *Schedule XVI --*

4 TRUSTEE MARTILOTTA: Sixteen.

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

9 TRUSTEE CLARKE: Second.

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

21 I know we've had a couple of discrepancies  
22 where we thought it was 30 minutes, but actually  
23 the code said it's an hour, and it was different  
24 spots. So we're just trying to rectify all that,  
25 so they can go back and finish painting, the job

1 of painting 30 minutes on the ground, instead of  
2 just a sign, so you see it as you pull in the  
3 parking spot.

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

13 Any questions?

14 (No Response)

15 MAYOR HUBBARD: Okay. All in favor?

16 TRUSTEE MARTILOTTA: Aye.

17 TRUSTEE CLARKE: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 TRUSTEE ROBINS: Aye.

20 MAYOR HUBBARD: Aye.

21 Opposed?

22 (No Response)

23 MAYOR HUBBARD: Motion carried.

24 TRUSTEE CLARKE: *RESOLUTION #06-2019-26,*

25 *Approving the attached License Agreement between*

1        *the Village of Greenport and the Rotary Club of*  
2        *Greenport regarding the installation of a*  
3        *temporary, periodic "Field of Honor" on*  
4        *Village-owned property in Mitchell Park at the*  
5        *site of the Village of Greenport Carousel, and*  
6        *authorizing Mayor Hubbard to sign the agreement*  
7        *between the Village of Greenport and the Rotary*  
8        *Club of Greenport. So moved.*

9                TRUSTEE ROBINS: Second.

10                MAYOR HUBBARD: All in favor?

11                TRUSTEE MARTILOTTA: Aye.

12                TRUSTEE CLARKE: Aye.

13                TRUSTEE PHILLIPS: Aye.

14                TRUSTEE ROBINS: Aye.

15                MAYOR HUBBARD: Aye.

16                Opposed?

17                                (No Response)

18                MAYOR HUBBARD: Motion carried.

19                TRUSTEE ROBINS: *RESOLUTION #06-2019-27,*  
20        *RESOLUTION approving the attached License*  
21        *Agreement between the Village of Greenport and*  
22        *Hard Corner Properties, LLC (sic) regarding the*  
23        *public use, and Village maintenance of, a property*  
24        *owned by Hard Corner Partners, LLC; and*  
25        *authorizing Mayor Hubbard to sign the agreement*

1       *between the Village of Greenport and Hard Corner*  
2       *Partners, LLC. So moved.*

3               TRUSTEE MARTILOTTA:   Second.

4               MAYOR HUBBARD:   All in favor?

5               TRUSTEE MARTILOTTA:   Aye.

6               TRUSTEE CLARKE:   Aye.

7               TRUSTEE PHILLIPS:   Aye.

8               TRUSTEE ROBINS:   Aye.

9               MAYOR HUBBARD:   Aye.

10              Opposed?

11                               (No Response)

12              MAYOR HUBBARD:   Motion carried.

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

1 *hearing accordingly.* So moved.

2 TRUSTEE PHILLIPS: Second.

3 MAYOR HUBBARD: All in favor?

4 TRUSTEE MARTILOTTA: Aye.

5 TRUSTEE CLARKE: Aye.

6 TRUSTEE PHILLIPS: Aye.

7 TRUSTEE ROBINS: Aye.

8 MAYOR HUBBARD: Aye.

9 Opposed?

10 (No Response)

11 MAYOR HUBBARD: Motion carried.

12 TRUSTEE PHILLIPS: *RESOLUTION #06-2019-29,*

13 *RESOLUTION approving all checks for Fiscal Year*

14 *2018/2019 per the Voucher Summary Report dated*

15 *June 20th, 2019, in the (total) amount of*

16 *\$249,177.44 consisting of:*

17 *o All regular checks in the amount of*

18 *\$249,177.44.* So moved.

19 TRUSTEE CLARKE: Second.

20 MAYOR HUBBARD: All in favor?

21 TRUSTEE MARTILOTTA: Aye.

22 TRUSTEE CLARKE: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 TRUSTEE ROBINS: Aye.

25 MAYOR HUBBARD: Aye.

1 Opposed?

2 (No Response)

3 MAYOR HUBBARD: Motion carried.

4 TRUSTEE CLARKE: RESOLUTION #06-2019-30,  
5 RESOLUTION approving all checks for Fiscal Year  
6 2019/2020 per the Voucher Summary Report dated  
7 June 21st, 2019, in the total amount of  
8 \$745,755.04 consisting of:

9 o All regular checks in the amount of  
10 \$697,427.61, and

11 o All prepaid checks (including wire  
12 transfers) in the amount of \$48,327.43. So moved.

13 TRUSTEE ROBINS: Second.

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE MARTILOTTA: Aye.

16 TRUSTEE CLARKE: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 TRUSTEE ROBINS: Aye.

19 MAYOR HUBBARD: Aye.

20 Opposed?

21 (No Response)

22 MAYOR HUBBARD: Motion carried.

23 Okay. That ends our regular agenda. I just  
24 want to thank everybody for coming. I wish  
25 everybody a safe summer, summer season is here,

1 and a happy Fourth of July.

2 And I'll offer a motion to adjourn at 9:06.

3 TRUSTEE PHILLIPS: Second.

4 MAYOR HUBBARD: All in favor?

5 TRUSTEE MARTILOTTA: Aye.

6 TRUSTEE CLARKE: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE ROBINS: Aye.

9 MAYOR HUBBARD: Aye.

10 Opposed?

11 (No Response)

12 MAYOR HUBBARD: Motion carried.

13 Have a good summer. Thank you.

14 (Time Noted: 9:06 p.m.)

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<b>#</b>	101:1 <b>\$13.00</b> [2] - 100:6, 100:8 <b>\$13.50</b> [1] - 99:13 <b>\$180,305.00</b> [1] - 101:16 <b>\$200,000</b> [1] - 26:4 <b>\$249,177.44</b> [2] - 120:16, 120:18 <b>\$250.00</b> [1] - 111:15 <b>\$3,200,000</b> [1] - 109:11 <b>\$30</b> [1] - 113:18 <b>\$30.00</b> [1] - 114:13 <b>\$350</b> [5] - 13:16, 13:19, 13:24, 14:8, 14:14 <b>\$400,000</b> [5] - 36:4, 36:9, 55:16, 76:6, 96:6 <b>\$48,327.43</b> [1] - 121:12 <b>\$5</b> [2] - 13:23, 14:1 <b>\$5,000</b> [2] - 14:12, 14:14 <b>\$500</b> [2] - 41:18, 80:17 <b>\$500,000</b> [2] - 69:14, 69:16 <b>\$697,427.61</b> [1] - 121:10 <b>\$745,755.04</b> [1] - 121:8 <b>\$89,739.10</b> [1] - 115:8	41:10, 41:11, 92:2 <b>1,315</b> [1] - 61:23 <b>1/2</b> [2] - 19:16, 19:17 <b>10</b> [8] - 2:23, 12:17, 24:18, 25:17, 47:9, 63:10, 91:10, 113:1 <b>10%</b> [2] - 36:19, 36:20 <b>100</b> [1] - 26:4 <b>100%</b> [2] - 43:20, 89:20 <b>10th</b> [1] - 123:18 <b>11</b> [5] - 54:18, 74:10, 95:22, 96:25, 112:6 <b>11944</b> [2] - 116:1, 119:17 <b>11th</b> [1] - 110:25 <b>12</b> [6] - 12:17, 15:18, 26:18, 55:20, 112:7, 114:12 <b>12,000</b> [1] - 19:17 <b>12th</b> [1] - 112:25 <b>132</b> [1] - 116:2 <b>13th</b> [2] - 100:6, 111:1 <b>14</b> [3] - 19:11, 78:20, 78:22 <b>142</b> [2] - 10:6, 13:1 <b>142-7</b> [2] - 13:12, 13:17 <b>142-9(A)</b> [1] - 14:22 <b>147</b> [1] - 13:17 <b>149</b> [1] - 96:22 <b>15</b> [2] - 12:17, 47:9 <b>16</b> [4] - 38:20, 38:25, 70:20, 71:3 <b>17</b> [1] - 19:16 <b>17th</b> [1] - 110:10 <b>18</b> [2] - 61:7, 61:9 <b>1800s</b> [1] - 9:15 <b>184</b> [2] - 24:15, 93:9 <b>18th</b> [1] - 101:1 <b>19</b> [1] - 19:16 <b>1905</b> [1] - 4:6 <b>1988</b> [1] - 58:11 <b>1992</b> [3] - 49:25, 53:11, 54:12 <b>1st</b> [2] - 4:11, 4:25	<b>20%</b> [2] - 36:20, 105:22 <b>20-year</b> [2] - 18:15, 90:24 <b>20-year-old</b> [2] - 11:6, 11:10 <b>200</b> [1] - 62:8 <b>2002</b> [4] - 17:8, 20:2, 78:18, 91:19 <b>2003</b> [3] - 17:15, 20:24, 91:19 <b>2009</b> [1] - 63:12 <b>2012</b> [1] - 59:9 <b>2013</b> [1] - 59:9 <b>2014</b> [1] - 59:9 <b>2015</b> [1] - 18:5 <b>2018/2019</b> [1] - 120:14 <b>2019</b> [30] - 1:9, 2:21, 2:22, 98:7, 99:13, 100:6, 100:9, 101:2, 107:10, 108:3, 108:18, 109:10, 110:10, 110:25, 111:1, 112:6, 112:7, 113:1, 113:18, 113:19, 114:11, 115:8, 115:24, 119:15, 120:15, 121:7, 123:12, 123:18 <b>2019/2020</b> [1] - 121:6 <b>2020</b> [1] - 45:3 <b>2050</b> [1] - 43:21 <b>20th</b> [2] - 115:8, 120:15 <b>21st</b> [1] - 121:7 <b>22</b> [2] - 19:21, 45:24 <b>24</b> [2] - 77:2, 119:19 <b>24/7</b> [1] - 91:25 <b>24th</b> [1] - 100:9 <b>25</b> [3] - 32:19, 35:23, 48:14 <b>25th</b> [2] - 115:24, 119:15 <b>26</b> [3] - 56:14, 114:11, 119:23 <b>27</b> [5] - 1:9, 53:11, 107:10, 108:3, 123:12 <b>27th</b> [2] - 108:17, 109:10 <b>2nd</b> [2] - 2:20, 113:19	<b>3</b>
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<b>X</b>				
<b>XVI</b> [1] - 116:3				

May 9, 2019

LOCAL LAW NO. OF THE YEAR 2019  
A LOCAL LAW AMENDING CHAPTER 142 WETLANDS,  
FLOODPLAINS AND DRAINAGE  
OF THE GREENPORT VILLAGE CODE

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

Section 1.0 Enactment, Effective Date,  
Purpose and Definitions.

- 1.1. Title of Local Law
- 1.2. Enactment.
- 1.3. Effective Date.
- 1.4. Purpose and Intent of Local Law.
- 2.0. General Provisions
  - 2.1. Deletion of §142-6(B)(3).
  - 2.2. Creation of §142-6(B)(4).
  - 2.3. Amendment to §142-6(D).
  - 2.4. Amendment to § 142-7.
  - 2.5. Creation of §142-8(G).
  - 2.6. Deletion of §142-9(A).
  - 2.7. Amendment to §142-9(B).
  - 2.8. Amendment to §142-9(D)
  - 2.9. Deletion of §142-9(E)
- 3.0 Severability.
  - 1.1 Title.

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

1.2. Enactment.

Pursuant to Section 10 of the Home Rule Law and the Village Law of the State of New York, the Incorporated Village of Greenport, County of Suffolk and State of New York, hereby enacts by this Local Law of 2019, a Local Law of the Village of Greenport.

1.3. Effective Date.

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

1.4. Purpose and Intent of Local Law.

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

2.0. General Provisions.

2.1. Deletion of §142-6B3.

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

2.2. Amendment to §142-6(B)(4).

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

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

2.3. Amendment to §142-6(D).

§142-6(D) is hereby amended to read as follows:

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

2.4. Amendment to § 142-7.

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

"New bulkheads, docks and floats (per linear foot) \$ 5"

2.5. Creation of §142-8(G).

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

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

2.6. Deletion of §142-9(A).

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

2.7. Amendment to §142-9(B).

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

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

Village of Greenport as additional insured if requested by the Village.

2.8. Amendment to §142-9(D)

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

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

2.9. Deletion of §142-9(E)

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

3.0. Severability

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

BOARD OF TRUSTEES  
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING COMMUNITY  
DEVELOPMENT BLOCK GRANT FUNDS

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

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

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

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

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

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

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

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

critical environmental area and;

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

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

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

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

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

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

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

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: June 20, 2019

June 20, 2019

GREENPORT EXPRESS MINI-RAILROAD AGREEMENT

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

1. The Village of Greenport is the owner of property located on the west side of Moores Lane in the Village of Greenport, including property that is in the area that is known as Moores Woods.
2. Rotary, working with the Village of Greenport, would like to work to restore a Mini-Railroad that previously operated in the Village of Greenport until its ceasing service several years ago, and which new Mini-Railroad is referred to herein as the “Project”.
3. The Project is planned to consist of approximately 1500 feet of narrow gauge rail through and along Moore’s Woods and a maintenance/bathroom facility located just North of the Skate Park and just East of Moore’s Woods
4. The Rotary, through donations and fund raising activities by its charitable division, Rotary Club of Greenport Charitable Fund, will fund 100% of the cost of the construction of the Project
5. The Village agrees to allow the Project to be constructed on Village-owned land on the west side of Moores Lane, and partially in Moores Woods.
6. The Rotary will prepare construction documents and may assist with obtaining

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any necessary permits for the project..

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

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

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

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

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

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

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operation and the future maintenance of the Project.

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

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

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

VILLAGE OF GREENPORT

By: \_\_\_\_\_  
Hon. George W. Hubbard, Jr.

ROTARY CLUB OF GREENPORT

By: \_\_\_\_\_



April 8, 2019

## AGREEMENT

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

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

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

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

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

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

6. The Village may terminate the Agreement after five (5) days written notice to Safe Harbor that Safe Harbor is in breach or default of the Agreement whereupon the Agreement and the Village and Safe Harbor's obligations shall cease except that Safe Harbor shall be liable to the Village and shall indemnify the Village for any losses or costs and expenses incurred by the Village due to Safe Harbor's breach or default.

April 8, 2019

7. The Village shall provide Safe Harbor with all documents, records and data in the Village's possession or which may be available to the Village which are relevant to the Contract Work.

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

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

Workers' Compensation Insurance

Bodily injury each occurrence \$ 250,000 Aggregate \$ 500,000

Liability property each occurrence \$ 1,000,000 Aggregate \$ 1,000,000

Automobile Liability and General Liability Insurance

each occurrence \$1,000,000 aggregate \$2,000,000

Professional Liability Insurance each occurrence \$ 1,000,000

Aggregate \$1,000,000

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

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

April 8, 2019

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

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

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

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

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

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

B. Upon receipt of notice of termination from the Village, Safe Harbor shall discontinue the Project unless otherwise directed and Safe Harbor shall deliver to the Village copies of the required number of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by Safe Harbor in the performance of the Project under this Agreement, whether completed or in process.

April 8, 2019

14. The parties hereto agree that Village shall retain possession of all drawings, specifications, and other documents when its services have been completed. The Village will be provided two (2) sets of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on this Project to be done by others, or on other projects, without the prior written consent of the Village.

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

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

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

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

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

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

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

TO VILLAGE:

Sylvia Lazzari Pirillo  
Village Clerk  
Village of Greenport  
236 Third Street  
Greenport, New York 11944

April 8, 2019

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

Stirling Harbor Marina  
1410 Manhasset Avenue  
Greenport, New York 11944

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

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

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

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

**VILLAGE OF GREENPORT:**

By: \_\_\_\_\_

**SAFE HARBOR MARINAS LLC**

BY: \_\_\_\_\_

April 8, 2019

ACKNOWLEDGEMENT OF SAFE HARBOR MARINAS LLC

STATE OF \_\_\_\_\_ )  
 )ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he resides at \_\_\_\_\_ that he is the \_\_\_\_\_ of \_\_\_\_\_ the Corporation described in and which executed the foregoing instrument; that he knows the Seal of said Corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

(SEAL)

\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK

COUNTY OF SUFFOLK

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

(SEAL)

\_\_\_\_\_  
Notary Public

## Option Agreement

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

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

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

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

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

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

2. Option Payment. Optionee shall pay to Owner the amount of five hundred dollars (\$500) per month for each month of the thirty six-month (36-month) Option Period, and if Optionee elects to extend the Option Period as set forth in Section 1 of this Agreement, Optionee shall pay Owner five hundred dollars (\$500) per month for each month of any such extended Option Period.

3. Exercise. Optionee may exercise the Option by giving Owner written notice of such exercise (the "Option Notice"), which written notice may be given at any time after the date of this Agreement and on or before 5:00 p.m. (Eastern Time) on April 1, 2022 (36 months after the date of this Agreement), or if the Option is extended under the terms of Section 1 of this Agreement, prior to 5:00 p.m. (Eastern Time) on October 1, 2022.

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

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

- a. Lease Term. The Facility Site Lease Agreement amendment will have an initial term ending July 1, 2028 with three optional term extensions of five (5) years each.
- b. Rent. Rent payments under the Facility Site Lease Agreement are based on the capacity (in megawatts) of the electric units on the Facility Site. The Facility Site Lease Agreement amendment will preserve that structure for the increase in rental payments attributed to the Additional Site, with the rent increased to account for the additional capacity of the Additional Unit Development. The parties agree that references to plant in the lease shall be amended to include battery capacity or other electric production technology.
- c. Taxes: Taxes on the total leased property, comprised of the Facility Site and the Additional Site, would be based on the assessed value of the existing Facility and the Additional Unit Development.
- d. Equipment Storage Structure. Upon exercise of Option, Owner shall take on all things necessary to provide Optionee clearance to demolish structure within 60 days of Option Notice. At no cost to Owner, Optionee will demolish the existing equipment storage structure presently within the Additional Site and upon completion of demolition, Optionee will pay Owner eighty thousand dollars (\$80,000)
- e. Environmental Conditions. Owner would indemnify Optionee with respect to any conditions that exist on the Additional Site, and on or in the equipment storage structure, on or before the date the Facility Site Lease Agreement amendment is executed.

- f. Fees and Expenses. Optionee shall be and hereby is responsible for any costs or expenses of the transaction contemplated hereunder, including but not limited to filing or recording fees and expenses, survey and other costs and expenses.

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

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

7. Representations and Warranties. As of the date of this Option Agreement and the Closing Date, Owner represents, warrants and covenants to Optionee, subject to the terms and conditions of this Option Agreement, that: (a) no other signatures or approvals are required to make this Agreement fully enforceable by Optionee with respect to the Owner or the Additional Site; (b) the Owner has and will lease to Optionee good and insurable leasehold interest to the Additional Site, free of all liens, easements, encumbrances and other charges except Permitted Exceptions; (c) there is no pending or threatened condemnation, lien, litigation, administrative hearing or similar proceeding or action with respect to the Additional Site; (d) there are no outstanding or severed mineral interests relating to the Additional Site; (e) no other agreements, either written or oral, recorded or unrecorded, have been entered into by the Owner to convey, lease or use the Additional Site, except the Permitted Exceptions.

8. Inspections. From and after the date hereof, Optionee and its representatives shall have the right, upon reasonable twenty-four (24) hours' notice, at Optionee's sole cost and expense, to enter onto the Additional Site at reasonable times for the purpose of making such tests, inspections and surveys as Optionee deems necessary in connection with the lease of the Additional Site. Optionee will repair any damages it causes on the Additional Site or any other Village of Greenport property or equipment. In order to restore the Additional Site to its condition prior to such tests, inspection and surveys to the fullest extent practicable and shall be responsible to Owner for any physical damage resulting from such tests, inspections and surveys except to the extent repaired or corrected by Optionee. In addition, upon Optionee's request Owner will furnish to Optionee copies of any environmental reports, title documents, surveys, leases and licenses and approvals relating to the Additional Site that are in the possession of or available to Owner.

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

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

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

11. Environmental Matters. As of the date of this Agreement, Owner represents and warrants that to the best of Owner's knowledge: (a) Owner does not use, treat, store or dispose of, no one else has used, treated, stored or disposed of, whether temporarily or permanently, any Hazardous Substance, as defined below, at, on or beneath the Additional Site or the improvements thereon; (b) no person (including, but not limited to, governmental agencies) has asserted any claim against Owner or the Additional Site, and no action or proceeding is pending

or threatened, and Owner has not received oral or written notice, nor has any other person received notice, of any pending or unresolved demand, notification, citation, claim, complaint or request for information, and no notice or complaint has been served, filed, or received relating to the Additional Site and arising under or pursuant to Environmental Law as defined below, or otherwise arising from the presence, storage, use, generation, movement, or disposal of Hazardous Substances, as defined below on, under, from, to or about the Additional Site. Owner further represents and warrants that and there has not occurred any release, discharge, disposal or transportation of Hazardous Substances on, under or from the Additional Site, nor does there exist any condition, that would give rise to liability under any Environmental Law or which requires reporting, investigation, remediation or other response action.

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

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

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

12. Miscellaneous.

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

this Agreement without the prior consent of Optionee, which consent may be withheld in Optionee's sole discretion.

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

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

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

With a copy to Village Administrator

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

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

OWNER

VILLAGE OF GREENPORT

By: \_\_\_\_\_  
Name:  
Title:

OPTIONEE

HAWKEYE ENERGY GREENPORT, LLC

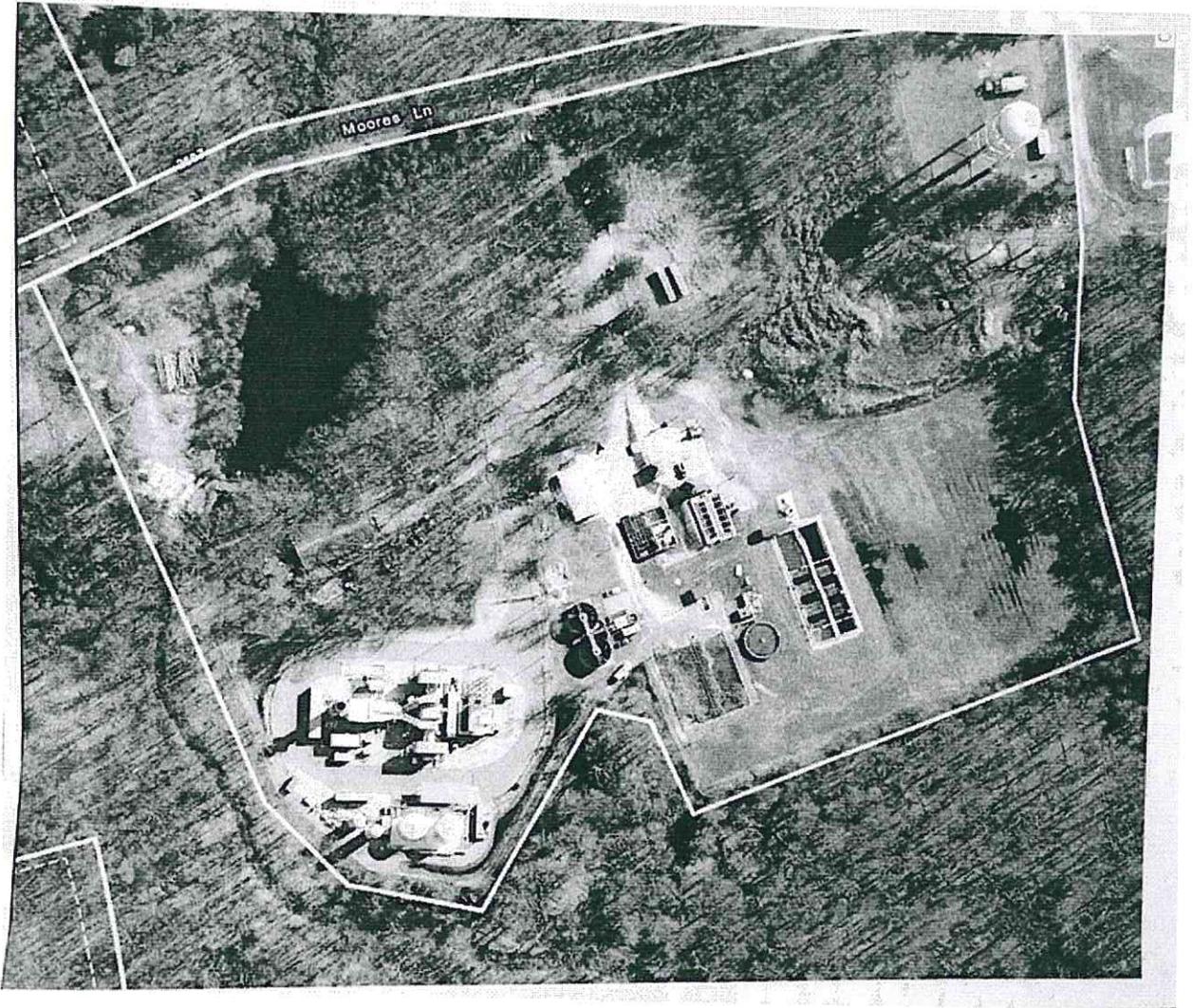
By: \_\_\_\_\_  
Name:  
Title:



**EXHIBIT A-1**

[EXISTING SITE BOUNDARY TO BE ADDED]

EXHIBIT A-2



- Approximate Additional Site boundary shown in orange.

**EXHIBIT B**

[EXISTING LEASE TO BE ADDED]

BOARD OF TRUSTEES  
VILLAGE OF GREENPORT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: June 20, 2019





BOARD OF TRUSTEES  
VILLAGE OF GREENPORT

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

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

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

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

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

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

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

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

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

critical environmental area and;

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

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

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

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

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

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

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

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: June 20, 2019



**NORTON ROSE FULBRIGHT**

VIA EMAIL: [robertbrandt@greenportvillage.org](mailto:robertbrandt@greenportvillage.org)

June 20, 2019

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

Norton Rose Fulbright US LLP  
1301 Avenue of the Americas  
New York, New York 10019-6022  
United States

**Randolph J. Mayer**  
**Of Counsel**  
Direct line +1 212 318 3383  
[randolph.mayer@nortonrosefulbright.com](mailto:randolph.mayer@nortonrosefulbright.com)

Tel +1 212 318 3000  
Fax +1 212 318 3400  
[nortonrosefulbright.com](http://nortonrosefulbright.com)

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

Dear Robert:

Attached for your review and comment are the following:

- (a) Revised draft bond resolution to pay the cost of various ferry access road improvements, including pavement, drainage, lighting, markings and signage and related parking reconfiguration and paving, to provide pedestrian and vehicular safety enhancements and improve ferry loading and unloading convenience and efficiency. This resolution requires the affirmative vote of at least four of the five members of the Board of Trustees and is subject to permissive referendum
- (b) Notice of adoption. This notice must be published once in the official newspaper(s) designated in Section 11 of the resolution. The bond resolution will be invalid unless such publication occurs within ten (10) calendar days of adoption of the resolution. (The form of notice enclosed is for your use in submitting the notice to the printer and does not have to be returned to us).
- (c) Affidavit of posting of the notice of adoption, which must be posted in at least six conspicuous places throughout the Village within ten (10) of adoption of the resolution. The proceedings will be invalid if this posting is not timely.

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

- (a) Certified copy of the bond resolution.
- (b) Originally signed Clerk's affidavit of posting of the notice of adoption.

Norton Rose Fulbright US LLP is a limited liability partnership registered under the laws of Texas.

Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa Inc are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are available at [nortonrosefulbright.com](http://nortonrosefulbright.com).

Mr. Robert Brandt  
June 20, 2019  
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 NORTON ROSE FULBRIGHT

- (c) Original printer's affidavit of publication of the notice of adoption from the newspaper or newspapers in which the notice was published.

Mr. Robert Brandt  
June 20, 2019  
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 NORTON ROSE FULBRIGHT

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

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

Very truly yours,

Randolph J. Mayer  
RJM:jv  
Enclosures

At a regular meeting of the Board of Trustees of the Village of Greenport, Suffolk County, New York, held at the Village Hall, in Greenport, New York, in said Village, on June 27, 2019, at \_\_\_\_\_ o'clock \_\_\_\_\_ .M., Prevailing Time.

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

PRESENT:

ABSENT:

The following resolution was offered by Trustee \_\_\_\_\_, who moved its adoption, seconded by Trustee \_\_\_\_\_, to-wit:

BOND RESOLUTION DATED JUNE 27, 2019.

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

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

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

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

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

Section 2. The estimated maximum cost of the aforesaid class of objects or purposes is hereby determined to be \$3,200,000, and the plan for the financing thereof is by the issuance of \$3,200,000 bonds of said Village authorized to be issued pursuant to this bond resolution, provided, however, that the amount of bonds to be issued shall be reduced by the amount of any Federal or State grants received in aid of the foregoing class of objects or purposes..

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is ten years pursuant to subdivision ninety of paragraph a of Section 11.00 of the Local Finance Law, as the items in said class can be assigned a period of probable usefulness of at least ten years under one or more of subdivisions 3, 20, 24, and 72, provided, however, that the maximum maturity of any bonds issued to improve any portion of the leasehold interest of the Village held under a lease from the Metropolitan Transit Authority shall not exceed the term of that leasehold interest, taking into account any then-existing extensions or renewals thereof.

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

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

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

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Village Treasurer, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he or she shall

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

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

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

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

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

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

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

Section 12. This resolution is adopted subject to permissive referendum in accordance with Section 36.00 of the Local Finance Law and Article 9 of the Village Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call,  
which resulted as follows:

\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_

The resolution was thereupon declared duly adopted.

\* \* \*

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

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

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

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

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

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

<u>Newspaper and/or Other News Media</u>	<u>Date Given</u>
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I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notices

Date of Posting

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

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Village Clerk

(CORPORATE  
SEAL)

**NOTICE OF ADOPTION**

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

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

A summary of the bond resolution follow:

BOND RESOLUTION DATED JUNE 27, 2019.

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

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

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

Dated:       Greenport, New York  
              \_\_\_\_\_, 2019

\_\_\_\_\_  
Village Clerk

AFFIDAVIT OF POSTING

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

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

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

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

**NOTICE OF ADOPTION**

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

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

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

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

Dated: Greenport, New York  
\_\_\_\_\_, 2019

\_\_\_\_\_  
Village Clerk

Sworn to before me on  
\_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

## LEGAL NOTICE OF ESTOPPEL

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

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

A summary of the bond resolution follow:

BOND RESOLUTION DATED JUNE 27, 2019.

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

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

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

Dated: Greenport, New York  
\_\_\_\_\_, 2019





performed by the Contractor or by the Contractor's Subcontractors. This insurance may be evidenced by a certified copy of the policy or a certificate of insurance in a form that is acceptable to the Village.

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

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

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

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

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

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

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

VILLAGE OF GREENPORT

CONTRACTOR

BY \_\_\_\_\_  
Hon. George W. Hubbard, Jr., Mayor

BY \_\_\_\_\_

(SEAL)

TITLE \_\_\_\_\_  
(CORPORATE SEAL)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF \_\_\_\_\_ )

)ss:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he resides at \_\_\_\_\_ that he is the \_\_\_\_\_ of \_\_\_\_\_ the Corporation described in and which executed the foregoing instrument; that he knows the Seal of said Corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

(SEAL)

\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF PARTNERSHIP

STATE OF \_\_\_\_\_ )

)ss:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known and known to me to be one of the members of the Firm of \_\_\_\_\_ described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deep of said Firm.

(SEAL)

\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF \_\_\_\_\_ )  
 )ss:  
COUNTY OF \_\_\_\_\_ )

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

(SEAL)

\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK  
COUNTY OF SUFFOLK

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

(SEAL)

\_\_\_\_\_  
Notary Public

June 13, 2019

**LICENSE**

**FOR THE TEMPORARY USE OF A PORTION OF MITCHELL PARK**

**BY THE ROTARY CLUB OF GREENPORT FOR FIELD OF HONOR**

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

**WITNESSETH**

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

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

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

1. **Grant and Acceptance**; Licensor hereby grants to the Licensee and the Licensee hereby accepts from Licensor a license to use a portion of Mitchell Park to be designated by the Village for the uses contemplated herein.
2. **Term**; The term of the License granted herein shall commence on June 14, 2019 and shall continue on a monthly basis thereafter. The License shall renew on a monthly basis until such time as either party provides the other party with thirty days written notice that the License shall not renew, whereupon at the end of the thirty day notice or the end of the following month, whichever is later, the Term of the license shall end.
3. **Flag Installation**; Flags will be installed by the Rotary Club of Greenport in an area of Mitchell Park to be designated by the Village. Flags will be installed not more than two

days before the event, and shall be dismantled by the Rotary Club of Greenport not later than two days after the event. The applicable holidays for which flags may be installed are: Flag Day, 4<sup>th</sup> of July, Labor Day, Veterans' Day and Memorial Day.

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

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

A. Liability, Protection and Indemnity Insurance- providing protection for claims for damages to property and for personal injuries, including death, which may arise from the operation by the Licensee in the amount of not less than one hundred thousand dollars (\$100,000) per occurrence and two hundred thousand dollars (\$200,000) in an annual aggregate.

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

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

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

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

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

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

10. Modification – This License may be modified or cancelled by agreement in writing executed by the parties hereto upon such terms and conditions as may be mutually agreed

upon between the Licensee and Licensor but no such modification or cancellation shall be effective until so executed.

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

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

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

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

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

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

**ROTARY CLUB OF GREENPORT**

By: \_\_\_\_\_

**VILLAGE OF GREENPORT**

By: \_\_\_\_\_





June 13, 2019

**LICENSE**

**FOR VILLAGE USE OF THE PARKING LOT**

**LOCATED AT 230 MAIN STREET, GREENPORT, NEW YORK**

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

**WITNESSETH**

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

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

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

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

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

3. **License Fee**; There shall be no license fee payable by the Village to the Owner. However, the parties acknowledge the good and sufficient consideration provided herein.

4. Utilities; In the event that the Licensor places the lighting for the parking lot only on a separate meter and billing, then the Village shall be responsible for the cost of the electricity for the lighting during the term of this License.

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

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

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

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

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

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

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

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

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

10. Modification; This License may be modified or cancelled by agreement in writing

executed by the parties hereto upon such terms and conditions as may be mutually agreed upon between the Licensee and Licensor but no such modification or cancellation shall be effective until so executed.

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

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

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

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

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

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

**HARD CORNER PARTNERS, LLC**

By: \_\_\_\_\_

**VILLAGE OF GREENPORT**

By: \_\_\_\_\_

