



**INCORPORATED VILLAGE OF OCEAN BEACH**

Minutes of the Meeting of the Board of Trustees of the Incorporated Village of Ocean Beach, Suffolk County, New York held on January 31, 2024 at the Boat House, 625-632 Bayberry Walk, Ocean Beach, New York and is also being conducted via Zoom.

GENERAL SESSION: At 11:30 AM, Mayor Mallott moved to open General Session. Trustee Levine seconded this motion. Upon call, the following voted:

Trustee Arment	Voted Aye
Trustee Hargraves	Voted Aye
Trustee Levine	Voted Aye
Trustee Moritz	Voted Aye
Mayor Mallott	Voted Aye

Following the pledge to the Flag and Roll Call at 11:31 AM:

There were present:	Mayor:	James S. Mallott
	Trustees:	Marco Arment
		Dawn L. Hargraves, via Zoom
		Ian Levine, via Zoom
		Jennifer Moritz
	Village Counsel:	Peter Bee, via Zoom
	Village Administrator:	Joseph DiFrancisco

**Mayor Mallott:** Thank you. Um. Make a motion to accept the oh, we're done. We're not doing minutes right now. Okay? We're here today to, uh, to, um. Hopefully to vote on this lease that we have from the Fire Island ferries. Um, we've worked extremely hard. Everybody has worked extremely hard on this lease. Are we happy with this lease? No, it's Fire Island Ferries happy with this lease? No. You know, in negotiations, nobody walks out happy. Um, but we've come to an agreement. I have put the village first in my negotiations with the ferry. Uh, we need to maintain ferry service here. We need parking, uh, over in Bay Shore. And that's my first concern for the village. Um, each and every one of the trustees has contributed to this, to this lease. Everybody has tried to negotiate. For a better lease and try to do things a little better. Um. I've bent over backwards to get this done. Um, because we were being threatened with no parking and no ferry service this year. I can't let that happen. Um, I want to thank the Suffolk County Chairman. Kevin McCaffrey to help broker this deal. Without him I don't think we would have had a deal and I want to thank him for doing the best for the village that he could do. Um, I'm sure there's going to be a lot of criticism. Um. You know, from people who felt that they could do better. But I'm telling you when the ferry company is holding the Royal Flush and we've got a handful of jokers, it's very hard to negotiate with them. So, I feel that we've done our best. And as I say, the criticism is going to come. Um, probably from the board. And from my own staff, I hear, which I'm not really happy about, but that's neither here nor there. So, uh, that being said, I'm going to ask the board to, uh. I'm going to make a motion to accept and approve the Fire Island Ferries lease agreement. And I'll open it up to the board now.

**Peter Bee:** Mayor, I believe that motion is therefore for the board to, uh, uh, approve the proposed Fire Island agreement, a copy of which is on file at the village clerk's office and which has been previously distributed to the trustees. Is that correct?

**Mayor Mallott:** So moved. Yes. **Ian Levine:** Quick question for Joe DeFrancisco. Joe, did you just sent out an email. Was there any other changes other than the section E attachment? **Joe DiFrancisco:** Uh, no. There wasn't. **Trustee Levine:** Okay. And, Mr. Mayor, uh, are you going to just go over some of the highlights of the contract? So the people on zoom and. And the village out of there can understand what we're voting on and what the contract looks like.

**Trustee Moritz:** We can post it. We can post it correct? **Trustee Levine:** I mean, I wrote down some highlights if you want me to give some highlights, but, uh. **Trustee Moritz:** Hold on one second Ian.

**Trustee Levine:** And I guess that's a question that Peter Bee at this time. Can we discuss some of the highlights that are in the contract and how it affects the community?

**Peter Bee:** Absolutely. Uh, Trustee. Uh, the motion having been made. Uh, it is common for the motion to be seconded. And then there's discussion on the motion. Uh, but that's not a requirement of law. That's a matter of custom. So, the trustees are free to discuss the item with the item having been moved.

**Trustee Levine:** So, I will I'll second, uh, Jimmy's request to discuss the. **Mayor Mallott:** You sent it to the board. You said. Yes. **Peter Bee:** The, uh. So, the motion having been made and seconded. Is there a discussion on the motion? **Trustee Hargraves:** I would like to, um, to speak about, uh, the contract quickly. I did, um. **Mayor Mallott:** Just hold on a second, please. Thank you. We'll call. We'll let you know when you can speak. **Mayor Mallott:** We need that on that page. Needs to be done. Okay. **Trustee Moritz:** Hold on. Just one. **Trustee Levine:** Go on. I think they don't have the paperwork.

**Joseph DiFrancisco:** So, Trustee Levine there there is a there is one correction that wasn't sent to the board that needs to be corrected. The calculations of the rent. **Mayor Mallott:** The ferry companies calculation of the rent is wrong. **Joseph DiFrancisco:** It's a it's a 3% increase each year. The which is what the contract calls for. But the numbers in front of. Excuse me, the numbers listed on the contract are 3% each year, except for year seven, where it jumped 6%. **Mayor Mallott:** As you pointed out. **Trustee Levine:** I did point that out. Yes. Thank you. Right. **Mayor Mallott:** We're correcting that now.

**Trustee Levine:** Okay, so everything other than the correction in the math and the section E are the only differences in the document that was just sent to us ten minutes ago. **Mayor Mallott:** Yeah. The section E was, uh, was, uh, omitted by mistake. **Trustee Levine:** Thank you. **Mayor Mallott:** Section E is to is the, uh, cost of the the freight, which was authorized by the Suffolk County Legislature. **Trustee Levine:** The passenger freight on the passenger boat. Correct? **Mayor Mallott:** No, no, on the freight boat? **Joseph DiFrancisco:** The freight rate schedule that was sent over by file on ferries this morning. Section. I believe it's 15.6 where it calls where it says reference appendix E that you.

**Mayor Mallott:** That you pointed out again. **Trustee Levine:** Yes, but that that refers to passenger baggage. It's referred to as passenger baggage in the 15.1, I think it is. **Mayor Mallott:** Yes, we have it here in our hands. **Trustee Levine:** Okay. **Mayor Mallott:** It was emailed to you. Was it emailed or texted? **Trustee Hargraves:** No, I don't have that. **Trustee Arment:** It was right at the beginning of the meeting, Don. **Trustee Hargraves:** Like. All right. **Trustee Levine:** Ten minutes ago. **Mayor Mallott:** It says proposed rate, but that rate was authorized by the Suffolk County Legislature. So that's the rate that is, uh, in this contract.

**Trustee Arment:** It's basically incremental rates, incremental increases over, you know, most of the current rates of the freight, uh. **Trustee Moritz:** It was on the cover page. **Trustee Levine:** Thank you, Jen, for texting it. **Mayor Mallott:** Okay. **Trustee Levine:** And thank you for correcting those two things, Joe. I appreciate it. **Mayor Mallott:** Okay. Thanks for pointing them out. A Peter Bee, I'm sorry I interrupted you.

**Peter Bee:** No, you have moved the item. It has been seconded. The matter is now open for discussion by the trustees. If there's any further discussion. **Trustee Hargraves:** There is from me, please. It's Dawn Hargraves. There are two, um, important changes that I am requesting. One is actually the change of a word. It's in paragraph 1.1. Instead of ferryboats owned or operated. I would like it to read "and". And I know it's one word, but to me, it opens up, uh, a potential, uh, large door for any, um, other companies that, uh, that may be associated with, uh, FIF. And the other thing is, I'm asking that we have some kind of a diagram drawn up so as to allocate the village, um, portion of the North Dock versus FIF's portion of that dock. And also, did we get I don't have a ferry schedule. I thought that was an attachment. And I don't see that attached to the contract either. Uh, the lease. I'm sorry. I don't know if I have sent over a schedule this morning.

**Mayor Mallott:** No we haven't. We haven't settled a schedule yet. It'll be the same as we usually do. They'll send over a proposed schedule. We'll have two weeks to comment on it. We'll talk to them, and, uh, we'll come to an agreement as to what the new schedule will be. As far as the North Dock is concerned. The ferry company knows and has been for the last couple of years, using a small piece of North Dock. The rest of the North Dock is is we have an agreement that if they need to use it, they get in touch with us and they use it for, uh, special freight. Uh, if they send over, um, you know, poles

for new houses, uh, then that goes out on the North Dock. I don't want those poles on the, uh, South freight dock. It's unsafe. So, we have an unwritten agreement that we will, uh, we will work together with the ferry company on the North Dock. But they know that, uh, they just use the, uh, fenced off piece that we have out there that's surrounded by the window boxes or the planter boxes, and that's the area that they use, unless. As I say, they need to use the the further north talk. Okay the and or that you refer to. Um, you know, this lease is made out to Fire Island Ferries. Okay. If Fire Island Ferries sells, then whoever buys Fire Island Ferries inherits the same contract. Okay? It's not anybody else.

**Trustee Hargraves:** There's not Jim. That's not what I'm referring to with regard to the end or. **Mayor Mallott:** We've had discussion about having, uh, not given Fire Island Ferries exclusive use of the ferry terminal, bringing somebody else into that ferry terminal while the Fire Island Ferries is using it, is just an accident waiting to happen. And if an accident happens, you know who gets sued? The village. Okay, because we're the ones with the deepest pockets. So, I don't feel that the end or is something that would hold up this contract.

**Trustee Hargraves:** And Jim, I have to respectfully disagree because it does not address any type of joint ventures or partnerships. So, if it's a change that I if it's made, I will agree that that the that I will support the uh the lease and I and I think too with regard to the North Dock, there's no downside to us having a diagram clearly delineating this is ours. This is yours. **Mayor Mallott:** Okay **Trustee Hargraves:** These things that that cause us problems going forward. **Mayor Mallott:** Thank you.

**Mayor Mallott:** I can't do this now at the ninth hour. We all have a contract or we don't. If we don't have this contract today, there's no ferry service and there's no parking. You know, again, I have a gun to my head. There's nothing I can do. I'm trying to make the best decision for the village here. Anybody else have any comments?

**Trustee Levine:** Yeah, I'd like to, uh, just, uh, put some highlights out there. There are 48 people that are listening to this call today on zoom, so I'd like them to know pretty much what we're talking about. Uh, the lease that we're about to enter into, hopefully at the end of this meeting is an exclusive lease, and it pretty much mirrors the lease that was signed by the village back in 2011, which ran for ten years. Then, uh, the wording is pretty much exactly the same. The only thing that's really different is the numbers and the insurance requirements and stuff like that. It the lease is a ten year lease, and it's going to take us through 2034. And like has just been said, it's for the basin, the north pier, the freight dock and the freight house. Um, like the Mayor just said, we had to give back a little bit to get the lease and to get everything in. So, we will be at a break even year to the village in year number four. And at the end of the ten year contract will be \$142,593 ahead of where we stand today. Um, they are required a bigger bond of \$1 million. **Mayor Mallott:** \$200,000.

**Trustee Levine:** Um, they are, you know, um, required to assist the village with any type of crowd control devices that we want to put in, and they are required to staff the dock and make sure that there's significant personnel to handle the orderly flow and control of passengers. So that's a little bit different than the way we've done things in the past. Um, as of right now, the ticket prices are staying the same. They're still \$13 per passenger one way trip. The little difference which is going to benefit the residents, uh, not necessarily the village, but I guess it's it's both. Is that, uh, the discount that is being given on the multiple books that the village purchases is, is **Mayor Mallott:** 1,500 books Ian. **Trustee Levine:** 1,500 books is, is a much higher percentage. It's a 15% discount across the board on all those tickets. And, uh, the thing that everybody's been waiting for and the mayor just, uh, talked about, there are 350 parking spots, which we had last year, and that is what's going to be guaranteed back to us, uh, this year once the contract is signed. And if we do sign the contract, I think February 13th is the date that the ferry company is saying that everything will will start being, uh, taking place for the applications and the process for the parking spots. So that's just a quick review of some notes that I wrote down. Uh, hope hope it's helpful. Thank you. **Mayor Mallott:** All right. Thank you Ian.

**Trustee Arment:** Yeah. I think overall, um, I think the mayor characterized this contract. Well, uh, you know, I'm sure neither side is super happy with it. There's things about it. I would love to be different, but ultimately we need to prioritize stability here. And that's what this contract does. You know, Fire Island Ferries needs us, and we need them, and we both know it. And so even when we're at odds, I find that I want to prioritize stability above all else because, you know, it's it's our lifeline here. You know, I was here as a year-round resident without a driving permit during the service shutdown two years ago. And, uh, it was not fun. And I know it caused a lot of problems for a lot of people. And so to avoid that, uh, I think it's in the best interest of everybody. And ultimately, I think. We need to stop viewing the ferry company as some kind of adversary. We need to work together with them more. And that's, I think, maintaining and to some degree,

rebuilding that relationship in a healthy, better way is going to help both of us. You know, when we have requests for changes or schedule tweaks or process tweaks that we want to make, I think we need to keep those lines of communication healthy and open. And so that's what we prioritized here. And hopefully we can do that well into the future. So, while this is not a perfect contract, uh, I think it's the best we could have gotten at this time. And I'm happy to move forward with it.

**Mayor Mallott:** Thank you. Jen anything? **Trustee Moritz:** Ah we've said it all. **Peter Bee:** They are the motion having been made and seconded and there having been discussion on the motion, unless there's any further discussion on the motion, the board is free to either vote on the matter at this time or take whatever action it deems appropriate.

**Trustee Levine:** Peter, can I ask a question of you? **Peter Bee:** Sure. **Trustee Levine:** As the village attorney. Uh, Jen, Jen, Dawn has brought up some, uh, interesting points with words and language and just one word meaning something totally different. Would you, as our lawyer, advise us that this is okay for us to move forward and approve this with the language that it is? Or do you feel as Dawn is stating that this is something that we should? You know, discuss further.

**Peter Bee:** Well, I guess my answer to you would be as follows. Either the change is substantively meaningless to the ferry company, and they would be happy to accommodate a request to make that change, or it is substantively meaningful to the ferry company, and they're going to say no to that change. What we're really left with is I'm going to echo the Mayor is with the assistance of the presiding officer of the county legislature. This was the best deal that we could get. Now, if we turn it down and you are free to turn it down legally, what the problem is, is that you may then not have ferry service. We have already learned that the ferry company is prepared to pull the trigger on that, as they did last year. They are saying that they would pull that same trigger again this year, unless the board is willing to risk that. My advice would be that you either accept the contract as it has been proposed and request but not demand the wording change afterwards. Or if this is of sufficient import to the village that you want to say no. If the if the ferry company also says it refuses to make the change, then you have to be prepared to accept the consequences. **Trustee Levine:** Thank you. Peter.

**Trustee Hargraves:** I just wanted to add too. And the reason I'm, I'm, I'm adding this is because I think it's so important. I know we're talking about really a very small word, but we're also talking about a ten year contract and a potential change in the, um, administrators of FIF. Uh, there's that's my for that's what I foresee that there's going there's going to be changes in FIF going forward over the next ten years. I could be wrong. It's not it is not the gentlemanly, um, atmosphere that we had in the past. So, I have to respectfully disagree with Marco. You know, we we've tried to work with them in the past. We have gone out of our way. I think part of our problem was, and from the prior board that I sat on is that we viewed Fire Island Ferry as our friend. They are not our friend and no disrespect to them. They are a business and they are in business to do one thing. That's okay. I'm not asking them to change that. But as far as us and the way that the village is handling this, I have to disagree. And I think and I've been saying I said it in, in other meetings to my fellow trustees, to the mayor. I wanted to have plan B in place months ago because I wanted to take the chance and see what would happen if they stopped the ferry service, just like we had to deal with a couple of years ago. I know it's a major inconvenience, but it's the only leverage that we've got. So that's where I am. I will support it if that change is made. **Mayor Mallott:** Excuse me.

**Peter Bee:** Trustee, I am not disagreeing with you that there is a risk that your fears could come to pass, and that is that they do a joint venture or partner up with some other entity and try to use that language to justify it. I'm not disagreeing that that is a risk. All I'm saying is that inherent in this document are a variety of risks. If you are unwilling to accept the possibility that your fears may come true and you vote this proposal down, then you will face that consequence. We think that you just described, which is the lack of the ferry service. On our prior occasion, the board found that of sufficient distaste that, uh, this year the negotiating team, uh, put together the best proposal they could, but not a perfect contract, an imperfect contract. It does contain some risks. There are always risks of ambiguous language, no question that that is the case. But unless you're prepared to accept those risks in this document, then we are being told there will be no ferry service. Choosing between those two alternatives. The mayor and the negotiating team felt it was better to accept those risks. You as a trustee are certainly free to vote against that. **Trustee Hargraves:** Understood. Thank you.

**Trustee Levine:** Just so everybody knows, what Dawn is talking about is very important. But there was also another issue that everybody was talking about, uh, that the ferry company was talking about getting out of the freight business or the freight managing business. They were going to bring the freight over at the same price that they charge us today. But then

we would have to go out and hire someone to work in the freight house and do all the paperwork and do all that stuff. So that was all part of the negotiations. And that's why we had that's why we had to give back a little bit. Uh, also, we've taken out some of the, uh, discussion about quality of life issues, which, uh, we feel as a board that we will be able to work with the ferry company, hopefully in the future to address those issues as well. The mayor has already started speaking a little bit to us about that. And, uh, we all feel that. I feel I'm not going to speak for everybody. I feel that that that's stuff that we can work on in the future and, and hopefully, uh, continue the ferry service and not have any issues. So, uh, that is it. Just one question, I guess. Uh, Mayor, uh, a lot of people are asking on the chat, do we know when, uh, what the rates will be? Has there been any discussion about rates and stuff for the parking? **Mayor Mallott:** No, there's no, uh, we we don't know what the parking rate is. Okay. We have no control over what the parking rate is.

**Trustee Levine:** Just to everybody out on the call. Then I'll just state that I believe the parking rates did not go up from last year. I believe the lottery that was had, uh, not too long ago, uh, for the non Ocean Beach people was a flat rate. So, uh, maybe that's something that we can think about.

**Mayor Mallott:** You have to understand that the parking lot is, uh, Fire Island. The fire island terminal, which runs the parking lot, is a private company. It's not. Their rates don't have to be approved by the Suffolk County Legislature. Just fares and freight have to be approved by the Suffolk County Legislature. The parking lot is a private company, and we have no influence over what they charge. Okay. That's that's just a fact. It's nothing we can negotiate with. They don't have to listen to us. Okay? That's that's the way it is.

**Trustee Levine:** Is that regulated as the, uh, fares are by the county, or is that a totally independent company that, uh.

**Mayor Mallott:** No, it's not regulated by the county. It's a private company that the county has nothing to do with.

**Trustee Levine:** Okay. Thank you. **Peter Bee:** Is there any further discussion on the motion? Hearing? None.

**Mayor Mallott:** Uh. **Mayor Mallott:** I'm just waiting for the, uh, village administrator who's making a quick phone call to the, uh, ferry company to see if we can change the word that is. Uh, holding up Trustee Hargraves. I'd like to get a unanimous vote on this. Of course. It's been a lot of work and I want.

**Trustee Hargraves:** I know that it's been a lot of work and I'm very appreciative, especially to you, Jim, and to Marco, who I think really put in a tremendous amount of time. And I and I also understand who and what you're dealing with. So I am grateful for what you have done. **Trustee Moritz:** No, I agree with you, Dawn, as well on that. **Trustee Hargraves:** But enough is enough with them.

**Trustee Arment:** And Dawn, you know, regarding our, you know, where we disagree here with our position on, you know, this relationship. I think I'm taking a pragmatic approach here because I recognize where we have negotiating power and where we don't. And while I think we didn't squeeze every ounce of our negotiating power out of this, I think the the reality of doing that is pretty harmful. And if we can manage things on a, you know, maybe friendly is the wrong word, but if we can manage things more on that kind of level with Fire Island Ferries, whenever we have, you know, tweaks here and there that we want to make. Uh, I think it's more productive for everyone, us and them, to have the kind of relationship where we can do that, where we can go to them with simple requests or simple change tweaks and things like that. And we can we can work with them and they can work with us and, you know, kind of a more responsive and less antagonistic manner than than it could be if it was just pure cold blooded business. And, and I think that relationship, you know, while it has certainly been strained in the past, I think that's that's very productive and sometimes, um, hard to count ways, uh, for both sides.

**Trustee Moritz:** Yeah. **Trustee Hargraves:** And Marco, again, I'm not this is not meant to be disrespectful in any way. But having been on now, this is the second board. And even when things were friendly between us to make a simple request so that we could get camp counselors over that, you know, we couldn't get that done. The schedule, I don't want to go through and hash all this stuff, because I know it's been such a project to get where we are, but there are some things that are so important. This is a ten year contract. Think about who we're going to be dealing with in the future. You know, we've already had experiences where, you know, people are wiggling through language. I'm not, I think it's time to say, oh, okay. Yes, we're going to go forward as business partners. Maybe if you want to think of it like that. But we are clearly not friends. Um, and that this is important to me, this language. I don't want anybody else in there. I don't know if anyone else thinks that. That's okay. But think about the terms. We are. If you want to call it stuck or we are obligated to this contract for ten years, that is a long period of time.

**Mayor Mallott:** And this is a contract with for ten years with Fire Island Ferries **Trustee Hargraves:** A lease I'm sorry. **Mayor Mallott:** There is no other entity. Okay. Does that need to be spelled out? No other entity. You know, it's Fire Island ferries. Whoever they turn into, they're going to be Fire Island ferries. Can he sell this business? I imagine he can sell this business. Does it matter to us? No. We have a standing contract with whoever takes over Fire Island Ferries. Even if they change the name, we have a standing contract with them. And I think that stands for anything. As far as our relationship with the ferry company, I have an amicable relationship with Mr. Mooney. Okay. It's respectful and that's why I asked the presiding officer of the Suffolk County Legislature to broker this deal so that I didn't have to get into a back and forth with Mr. Mooney. Okay. We went through Kevin McCaffrey. I respect Kevin McCaffrey and I think the county respects Kevin McCaffrey. It's not his job to get involved in negotiations. He was very nice to, uh, accept my request to to broker this deal. And on his advice and Peter Bee's advice, who I want to thank also for helping with this negotiation. We came up with this lease. Okay. This is the ninth hour. I'm getting questions from the trustees. And now at the ninth hour, we've had this at least for a week and and very little communication about it. And now, at the ninth hour, I'm being questioned over my motives.

**Trustee Hargraves:** Uh, Jim, that that is absolutely a mischaracterization of what I said. In fact, I thanked you for your time because I've been involved first in the first negotiations, the last board and then somewhat in this board. I know what it's like to deal with them. I was here when we had the meeting in my office. I commend you for what you've done. But it is, it it's a ten year contract. Look what we're committing ourselves to. Look what we've already given up. I know the saying is, if that both parties are unhappy, then that's a fair deal. I deal with that every day in what I do for a living. But there comes a point where, well, you know what? Actually, I think what will be most telling is if they say yes to change that one little word, then then we have that's a large or a big message for us.

**Trustee Arment:** Let me stop you there. **Trustee Hargraves:** So we know where they're coming. **Mayor Mallott:** I have a message here from, from the Administrator here who's been on the phone with Fire Island Ferries, that they've accepted that change. **Trustee Hargraves:** Thank you. **Trustee Levine:** Thank you. **Trustee Moritz:** Thank you. **Trustee Arment:** And just a quick question. Uh, Peter or Don, would the assignment clause 21, would that 21 triggered in an acquisition scenario or not?

**Trustee Hargraves:** Peter, you can speak more than I can, but I don't think that this is an assignment situation. This is they fire Island Ferries has other companies or subsidiaries. Yeah. Um, I forget the name of it, but it's that's that's to me what this would address is other businesses that they are involved in. **Trustee Arment:** Got it. Thanks. **Trustee Levine:** Well you ask and you got so I think we're all happy now. **Trustee Moritz:** Thank you I appreciate it. **Mayor Mallott:** Okay, Peter, we got the approval from the Fire Island ferries. Would you read? Would you read the motion, please? **Trustee Levine:** Peter. You're on mute. Peter. Unmute. There you go. Yeah.

**Peter Bee:** Mayor, are you amending your motion, therefore, to say that you're seeking the approval of the board to the proposed document with the one word change as recommended by, uh, Trustee Hargraves? Uh, and with that amendment to the motion, is there a second? **Trustee Levine:** I'll second it. **Peter Bee:** And with that second, is there any further discussion on the motion which would now approve the contract document? Uh, subject to that one word change, which it has been represented to this board has been agreed to by Fire Island Ferries. Is there any further discussion on that motion? **Mayor Mallott:** No further discussion. **Peter Bee:** Hearing none. All those in favor signify by saying I. **Mayor Mallott:** Would you poll the board separately, please, Peter. Oh. Very good. It can be a roll call. Vote. Uh, Joe, would you roll call? **Joseph DiFrancisco:** Yes. Uh, trustee Hargraves. (yes) Uh, Trustee Levine. (Yes). Trustee Moritz. (Yes). Trustee. Arment: (Yes). Mayor Mallott. (Yes). **Mayor Mallott:** Okay Thank you everybody I appreciate it. Um, it's been a lot of hard work, and we put this behind us now for ten years. Thank you very much.

**AUTHORIZE & APPROVE FIRE ISLAND FERRIES AGREEMENT: Resolution No. 2024-010:** Mayor Mallott moved follows:

WHEREAS, the Village of Ocean Beach desires to obtain a cross-bay service and a parking facilities agreement with the Fire Island Ferries; and

WHEREAS, counsel has prepared a ten year Agreement with the Village of Ocean Beach and Fire Island Ferries to supply such services for the Village residents;

Now, therefore, it is hereby

RESOLVED that the Village Board of Trustees hereby approves agreement as amended; and


It is further RESOLVED that the Village Mayor, following review by counsel, is hereby authorized to execute the documents necessary to effectuate the conditions and terms of this resolution.

Trustee Levine seconded the motion. Upon call, the following voted:

Trustee Arment	Voted Aye
Trustee Hargraves	Voted Aye
Trustee Levine	Voted Aye
Trustee Moritz	Voted Aye
Mayor Mallott	Voted Aye

**ADJOURNMENT:** Mayor Mallott moved to close the meeting at 12:02 PM. Trustee Arment seconded this motion. Upon call, the following voted:

Trustee Arment	Voted Aye
Trustee Hargraves	Voted Aye
Trustee Levine	Voted Aye
Trustee Moritz	Voted Aye
Mayor Mallott	Voted Aye



Jonneigh M. Adrion, Village Clerk