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

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Third Street Firehouse
May 27, 2021
7:00 P.M.

B E F O R E:

- GEORGE HUBBARD, JR. - MAYOR
- JACK MARTILOTTA - DEPUTY MAYOR
- PETER CLARKE - TRUSTEE
- MARY BESS PHILLIPS - TRUSTEE
- JULIA ROBINS - TRUSTEE

- JOSEPH PROKOP - VILLAGE ATTORNEY
- SYLVIA PIRILLO - VILLAGE CLERK
- PAUL PALLAS - VILLAGE ADMINISTRATOR

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

2 MAYOR HUBBARD: Okay. Call the meeting to
3 order with the pledge to the flag.

4 (All stood for the Pledge of Allegiance)

5 MAYOR HUBBARD: Please remain standing for
6 a moment of silence for Lura Lou Sandow,
7 Susan M. Bowes, Lucie V. Diehl, Elaine Marie Henry,
8 Marilyn E. Perrine. And, also, for Memorial Day
9 weekend for all Americans that gave their lives,
10 so we could live the way we do, and protect our
11 country. A happy Memorial Day to everybody, but
12 let's remember everybody that made the ultimate
13 sacrifice, so we can do what we're doing now.

14 (All remained standing for a moment of
15 silence)

16 MAYOR HUBBARD: Thank you. You may be
17 seated. Okay. I've got several announcements.

18 The Suffolk County Department of Health
19 Services, in conjunction with Southold Town, is
20 hosting a Narcan Training Session from 7 to 8 p.m.
21 on May 26th at the Peconic Recreation Center.
22 That was yesterday.

23 CLERK PIRILLO: That was yesterday.

24 MAYOR HUBBARD: Okay. Sorry we missed it.

25 (Laughter)

1 MAYOR HUBBARD: It looked good on the
2 agenda when we did it last week. I apologize for
3 that.

4 Okay. The Village Offices will be closed
5 on May 31st, 2021 in observance of Memorial Day.

6 Free Saturday morning Tai Chi classes will
7 commence in Mitchell Park beginning at 9 a.m. on
8 June 5th, 2021.

9 Liquor License Applications:

10 We have a new application from The
11 Harborfront Inn, 209 Front Street.

12 A new application from AE Menhaden LLC,
13 207 Front Street.

14 And a new application from The East End
15 Seaport Museum & Marine Foundation, for the
16 Peconic Star Express.

17 Anybody wishing to offer comments on that,
18 your comments are directed to SLA. Their website
19 is listed on the Village website, but, also, you
20 could find them Googling them. Any comments or
21 whatever are directed there. We just give it as
22 a public service announcement saying that we
23 received them.

24 Okay. We have a public hearing. Wetlands
25 Permit Application for Costello Marine, on behalf

1 of Research Charters, Inc., at 204 Carpenter
2 Street. This is STIDD Systems. This is
3 something that was talked about two years ago.
4 They delayed doing the work because of obvious
5 reasons. It's back up for a public hearing now.
6 If anybody wants to comment on it, or whatever,
7 please step to the podium, give your comments.
8 Name and address first, and we'll take your
9 comments.

10 (No Response)

11 MAYOR HUBBARD: Okay. No comments on the
12 public hearing. I'll offer a motion to close the
13 public hearing on the STIDD System application,
14 and I move to --

15 TRUSTEE MARTILOTTA: Second.

16 MAYOR HUBBARD: -- the meeting next month.

17 TRUSTEE MARTILOTTA: Second.

18 MAYOR HUBBARD: Second. All in favor?

19 TRUSTEE CLARKE: Aye.

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 TRUSTEE ROBINS: Aye.

23 MAYOR HUBBARD: Aye.

24 Opposed?

25 (No Response)

1 MAYOR HUBBARD: Motion carried.

2 All right. Public to address the Board.
3 We have Rick Rempe here, a high school friend of
4 mine. We went to school together, graduated
5 together. He's going to talk about the charter
6 boat that's coming in July -- June 30th to
7 July 2nd. And, Rich, just explain the program
8 and all. You can explain it better than I can.
9 We've talked about this, and it's on the agenda.
10 If you want, just come up to the --

11 MR. REMPE: Okay.

12 MAYOR HUBBARD: -- podium and just -- you
13 could explain it better than I could after the
14 work session.

15 MR. REMPE: Yeah, all right. Well, thank
16 you, everyone. I appreciate you putting me on
17 the agenda to discuss this. I think it's -- what
18 I'm going to talk to you about I think is a
19 wonderful opportunity for this -- for our
20 community.

21 And just to give you some background, there
22 is a foundation that's been formed that's called
23 theimpossibledream.org. It's a 501(c)(3).
24 Essentially, their mission is, is they -- a
25 person in England in 2004, a very wealthy man

1 went out and bought -- built a custom composite
2 carbon -- carbon fiber boat with wheelchair
3 equipped access and sailing capability built into
4 the -- into the boat. So where there are
5 retrofits and things like that, it's really,
6 really an amazing work of art, if you get a
7 chance to see this boat. I mean, hopefully, if
8 they come to port and everything goes according
9 to Hoyle, I really recommend you get down to
10 see it.

11 So, in about 10 years, the guy that owned
12 the boat had come back and decided that, "You
13 know what, I'm done sailing." He made an offer
14 to an entrepreneur, a woman that I believe is
15 going to be here also on this sail, from
16 Manhattan. They sailed the boat from England to
17 the United States. It is moored in Miami.

18 And what their mission is, they disembark,
19 I think next week, and they sail all the way up
20 the East Coast to Maine. And in a normal
21 non-COVID year, they take 1,000 people in
22 wheelchairs sailing. And it's not only just the
23 ability to get on a boat and ride, but if people
24 want to like sail.

25 And it's really, really amazing, so I'd

1 encourage you, if you have the opportunity, to go
2 to YouTube and look at The Impossible Dream
3 Catamaran. There's a series of videos on there.

4 Last year was a bit of a curve ball because
5 of COVID. The foundation elected that they
6 really had to dial this back. So they really
7 kept the sailing down to actual handicapped
8 people to a really, really dull roar. This year,
9 they would like to open that up.

10 The proposal they would like to do to
11 Greenport is if we could provide -- and I think
12 probably everyone here would say we start with
13 the Village, if we can provide six recipients to
14 go on a boat for a two-hour sail. We are looking
15 to see if we can be docked in Mitchell Park,
16 where they were last year.

17 I could tell you, I mean, I've just -- my
18 friend, Rob Klein, who I met in St. Pete, he had
19 told me about this, and the more I found out
20 about it, it really, really is a very, very
21 special thing that they do.

22 So with that being said, they're looking
23 to -- it looks like probably Thursday would be
24 the optimum time. They'll come in on Wednesday,
25 disembark early on Friday morning. So we would

1 like to identify six candidates. I know of a
2 hand -- a couple of people, but anything that you
3 guys can bring in to recommend people to
4 participate in this, obviously, that -- we
5 would -- I could use your assistance with that.

6 They were proposing that they would like to
7 get dockage here provided. Last year, they paid
8 for the dockage, but there wasn't any advanced
9 notice. I was able to reach out to Suffolk Times
10 last year and get a reporter there, and they did
11 a really, really nice story. I believe it's in
12 the July 26th Suffolk Times from last year. So
13 with that being said, the mission is to, first
14 and foremost, have them come here, provide the
15 dockage, and also to get six recipients to go on
16 this sail.

17 What I would like to see happen is I'd like
18 to see if this goes over very well, because right
19 now they do not have an anchor port on Long
20 Island. They go to -- they go to Manhattan, they
21 sail there. They'll stop -- they'll stop like in
22 Port Jeff, maybe to go overnight, or Sag Harbor,
23 they've done that. But as this -- as we get out
24 of COVID times, and we can identify more
25 candidates, and plug into, whether it's Veterans

1 Administration, you know, rehab centers, whatever
2 of that nature. If we can give them enough
3 business, they would -- we could possibly turn
4 this into an anchor port, which I think would
5 just be great.

6 And I think if you -- if any of you go and
7 you watch these videos, you're really going to be
8 touched by it. It really is an amazing thing.
9 And the testimonies of the people that really
10 never knew they could ever do anything like this,
11 and life-changing to a lot of the people in the
12 process of doing that.

13 A couple of things, just to tell you about
14 the crew. The Captain, Will Rey, is a very
15 experienced sailing captain. His first mate,
16 Paulina, is a Doctor of Physical Therapy, and
17 she's also first mate. So you have someone
18 that's not a -- not a physical therapist, but
19 basically has a medical degree in physical
20 therapy. There will also be the founder, that
21 she will be attending the boat, and my friend,
22 Rob Klein will be here, so there will be four of
23 them visiting. They're -- they're going to
24 sail -- I think they pick up Deborah in New York,
25 but they sail all the way from here out to

1 Cape Hatteras. There's some videos of people in
2 handi -- you know, in wheelchairs being put into
3 a net and swimming in 1500 feet of water 100
4 miles off by Cape Hatteras. So pretty, pretty
5 amazing stuff, and it's a very, very safe
6 mission.

7 All the crew is vaccinated. The protocol
8 would be that if anyone -- if you're topside, you
9 won't need a mask. If you do go down below deck,
10 they're going to request a mask. Paulina last
11 year, when you went on the boat, she was doing
12 temperature checks for everybody. So they're all
13 about keeping this a safe -- a safe mission.

14 I think the thing to add to it is one of
15 the things, at the end of the day, they -- we're
16 looking for opportunities where we could raise
17 money. I know this year it's probably going to
18 be difficult, might be a bit of a curve ball to
19 do it. There are -- I believe Deborah has
20 contacts in Broadway that they are -- some people
21 who are in entertaining possibly coming out to do
22 like a Broadway sing and possibly in Mitchell
23 Park, if that would be acceptable to the Board.
24 But they have the ability to donate there.

25 But, at the end of the day, we would like

1 to first and foremost, if we go forward with
2 this, is to make sure we get an awful lot of
3 press on this, that we really, really hype this
4 up, because, you know, they're -- everything they
5 do is from donation. They've had a couple of
6 very, very significant donors, but, you know,
7 it's a pretty expensive operation to run, and so
8 that would be one of the things. And I guess I
9 can keep you apprised of that as I find out more
10 about it. Right now, it's kind of some concepts,
11 nothing more than that.

12 Are there any questions from any -- from
13 anyone? I had notes, but I know it would have
14 shaken, and I can't read them anyway, so that
15 would have been -- that would have been a
16 disaster. So I think I covered the map on it.

17 But I guess, so to recap, we would like to
18 get in -- they would like to come in on those
19 dates. They understand that you're busy, and
20 the -- they said they'll be out crack of dawn if
21 you need them out on July -- on July 2nd, I
22 believe that is, that's Friday.

23 MAYOR HUBBARD: Second, 10 o'clock, yes.

24 CLERK PIRILLO: Ten o'clock.

25 MR. REMPE: And that's, I think, about it.

1 TRUSTEE CLARKE: I have a question.

2 MR. REMPE: Yeah.

3 TRUSTEE CLARKE: It's one sail only for six
4 people?

5 MR. REMPE: That's what they're proposing
6 right now.

7 TRUSTEE CLARKE: Even though the vessel's
8 here four days?

9 MR. REMPE: No, the vessel's here for two,
10 two days. They come in on June 30th.

11 TRUSTEE CLARKE: Got it.

12 MR. REMPE: So they'll -- and I believe
13 they're going to be most likely sailing from
14 probably Port Jeff. So I'm expecting they're
15 going to arrive afternoon. I -- last year, I
16 took the -- we did a big trek up to Kontokosta,
17 and then we -- we had a cookout at my friend
18 Hank's house and -- but they kind of were in
19 and out.

20 TRUSTEE CLARKE: So the sail is on
21 July 1st?

22 MR. REMPE: So the sail would be on
23 July 1st. And then, you know, there is also a
24 thing that if you -- if you can figure out a VIP
25 program where you get donations and that, they

1 would also entertain people coming onto the boat
2 and that. So that's one of the things that they
3 would look at being part of, being part of this.

4 So I know at the -- so the second end of it
5 is still details to be worked out, but -- and
6 yeah, and so -- and I think it's -- also, any
7 connections that the Board would be -- would have
8 in terms of getting the press involved, because I
9 think, really, the moneymaker in this is probably
10 get some advanced notice that they're going to be
11 in the park. And then I think if people go and
12 really watch these videos, you're going to be
13 hard-pressed not to want to give these guys some
14 money, because it's really, really absolutely
15 amazing what they do.

16 So they've selected me to be -- I'm their
17 ambassador. My role really is to interface
18 between you and them. So if you have any
19 concerns, anything like that that comes up,
20 please let me know and I'll coordinate with the
21 crew on that.

22 And I think, you know, just a followup, any
23 ideas that I can get, George, maybe you can -- I
24 don't want to tie up time tonight on it, but I
25 know Harry Lewis and --

1 TRUSTEE PHILLIPS: Yeah, that was --

2 MAYOR HUBBARD: Yeah, that's fine. I mean,
3 it's on the agenda to approve you guys coming in,
4 the free dockage --

5 MR. REMPE: Right.

6 MAYOR HUBBARD: -- for the three days
7 and all.

8 MR. REMPE: Right.

9 MAYOR HUBBARD: And, you know, to try to
10 find people from Greenport or locals that want to
11 go out on the boat.

12 MR. REMPE: Yeah. I mean, so, obviously,
13 we start in the Village, and we go to Southold
14 Town. But then, I mean, I think if we can turn
15 this into an anchor port, if it's a successful
16 event, and, you know, through press now, we can
17 bring in some donation money to them. You know,
18 they could very well be here for several days,
19 and they wouldn't necessarily schedule it so it's
20 such an inconvenient time as Fourth of July
21 weekend.

22 MAYOR HUBBARD: Exactly.

23 MR. REMPE: It just -- that's the way it
24 kind of worked out and what they already had
25 mapped out, so that was the only time slot. But,

1 you know, really, my goal is to make this an
2 anchor, an anchor town for them, and I think it's
3 just -- I think it's a wonderful thing that we
4 could offer to our community.

5 MAYOR HUBBARD: Okay. I think that will
6 work out well. Let's see how this works this
7 year. Let's try to move it forward and make it
8 an annual event, and see if we can expand on the
9 program.

10 MR. REMPE: Okay, great.

11 MAYOR HUBBARD: It sound like a good thing.
12 Thank you for coming.

13 MR. REMPE: All right. Thank you very
14 much, appreciate your time.

15 TRUSTEE ROBINS: Thank you, Rick.

16 TRUSTEE CLARKE: Thank you.

17 TRUSTEE PHILLIPS: Thank you.

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

20 MR. REMPE: Thanks, George.

21 MAYOR HUBBARD: Take care. Just name and
22 address for everybody, just for --

23 MS. WADE: Thanks. Randy Wade, Sixth
24 Street in Greenport. I emailed this before, I'm
25 now going to hand it out. There -- can you hear

1 me? Thanks. There are 65 names. We're
2 supporters of Frank Field's Mini Railroad in
3 Moore's Woods. So I hope the train's impact on
4 the experience as a nature trail can be
5 minimized.

6 For those who have not witnessed the plan
7 in the woods, a six-foot-high chain link fence
8 runs down the oyster shell foot path from the
9 main entrance for 350 feet, leaving walkers only
10 three feet to the right of it. People will need
11 to step on the forest -- fragile forest plantings
12 to pass each other.

13 The railroad tracks will be just off the
14 path to the left as one walks in, with a fenced
15 in service road for the railroad, taking up most
16 of the path. The track enters the woods for 90
17 feet prior to joining this oyster path, and exits
18 and -- for 350 feet, and exits, cutting through
19 550 feet of woods, with the DEC approving an
20 18-foot area to clear as needed. The rails are
21 only 16 inches apart, with the wood ties less
22 than three feet. The track can be walked upon by
23 workers without a side path. We hope only the
24 minimum will be cleared.

25 We'd like to better understand the need for

1 a fence. Trolley tracks are laid in towns around
2 the country and people walk over them at
3 crossings and alongside them. The Long Island
4 Railroad track is not fenced in in Greenport.
5 If evidence shows that the Village has different
6 liability insurance, we would like to discuss
7 alternatives to this six-foot chain link fence.

8 There are two large trees to be cut down,
9 and we also request that the narrow track go
10 around them. The 30-foot diameter 200-year-old
11 white oak and the 18-inch white oak. Thirty-inch
12 diameter I hope I said, and not 30 feet. It's
13 not California redwoods, sorry.

14 We love the railroad and we love Moore's
15 Woods. Let's work together to enjoy them.

16 And could I just ask a question of each of
17 you? When was the last time you walked into
18 Moore's Woods at this nature path entry? Do you
19 mind if I ask that?

20 MAYOR HUBBARD: I'll answer you, three
21 weeks ago.

22 MS. WADE: Oh, I'm so glad. Great. Okay.

23 MAYOR HUBBARD: That's --

24 TRUSTEE CLARKE: I walked in when we had
25 our cleanup on April 17th.

1 MAYOR HUBBARD: Okay. That's --

2 TRUSTEE MARTILOTTA: Within the last year,
3 I couldn't give you a date.

4 MS. WADE: Yeah, yeah.

5 TRUSTEE PHILLIPS: Within the last two
6 weeks.

7 TRUSTEE ROBINS: Some time in early spring.

8 MS. WADE: Yeah, great. Okay, great.
9 Because if you would like to walk in with the
10 plans, I'm sure Paul could explain them to you.
11 They're not difficult at all to understand. And
12 I would also be very happy to give a special
13 tour. And so I'm going to pass these out.

14 TRUSTEE CLARKE: Thank you.

15 MAYOR HUBBARD: Okay. Does anybody else
16 wish to address the Board?

17 MS. LAUBER: Hi. I'm Peggy Lauber, 149
18 Sixth Street in Greenport, and I'm president of
19 North Fork Audubon Society. I'm here to speak
20 tonight on behalf of the North Fork Audubon
21 Society, located directly to the north of Moore's
22 Woods, where our headquarters, the Roy Latham
23 Nature Center, is located.

24 As it happens, this is our 50th Anniversary
25 as a local chapter of the National Audubon

1 Society. Coincidentally, the same year that our
2 chapter was founded in 1971, Greenport High
3 School, under the tutelage of Naturalist Paul
4 Stoutenburgh, did a project in Moore's Woods.
5 The students created an interpretive nature trail
6 network there that was so successful, they had
7 over 4,000 visitors, and employed three high
8 school students to work as guides that summer.
9 Greenport High School also won a Presidential
10 Commendation Award for their efforts. That was
11 50 years ago.

12 At last month's Village Board meeting, you
13 heard from esteemed Botanist, Mary Laura Lamont,
14 Naturalist, Larry Penny, and John Potente, as
15 well as Environmental Educator and Conservation
16 Biologist, Louise Harrison, about the uniqueness
17 and fragility of Moore's Woods, the rare plants,
18 vernal wetlands and old growth trees that
19 populate this forest and support a wide variety
20 of birds, insects and amphibians, the only one of
21 its kind on Long Island, that was deeded to the
22 Moore Family in 1640 by King James.

23 It is famous for its orchid flora,
24 including the crane-fly orchid, which is found
25 nowhere else in New York State. To quote Paul

1 Stoutenburgh, "These woods were the living
2 laboratory of Roy Latham, the famous Naturalist
3 of Orient," after whom, of course, our nature
4 center is named.

5 A lot has happened to the forest since
6 1640. Ditches and culverts were dug, so that
7 Silver Lake would drain west and then south into
8 Peconic Bay, thus the name Moore's Drain. Soon
9 the project came to be known as Moore's Folly,
10 when it was learned that Silver Lake is actually
11 a spring-fed lake.

12 In more recent years, little by little
13 pieces of the woods have been carved out, a large
14 Village dumping area to the north of the skate
15 park behind the water tower, the water treatment
16 plant at Malarkey Lodge, a power substation on
17 the northernmost edge of the woods and one on the
18 southernmost edge.

19 While the woods continue to be used by
20 community members who enjoy nature hikes, the
21 dog-walkers, birders and botanists, the bulk of
22 the 240-acre woods seems to have been forgotten
23 by the Village, except as a dumping ground for
24 garbage, or perhaps an opportunity to ride ATVs
25 or dirt bikes off the trails, which are now

1 overgrown and mostly impassable, which I'm sure
2 you all saw when you went into the woods. The
3 whole north section of the trail is impassable.
4 And now we have a plan to cut into the western
5 edge of the woods behind the skate park to
6 install the mini train and a six-foot chain link
7 fence around it.

8 Beginning more than 25 years ago, a
9 longtime Greenport resident and Naturalist,
10 George Rowsom, maintained a bird banding station
11 in Moore's Woods under the auspices of North Fork
12 Audubon Society. At the time, the trail had been
13 cut by the Greenport -- that had been cut by the
14 Greenport High School students still functioned
15 and connected to the bird -- the bird banding
16 station to our headquarters. The path emerged on
17 the North Road, just kitty-cornered to the
18 entrance of the Red House, as it was called at
19 the time.

20 I remember, and I'm sure many of you
21 remember as well, the years that George put up
22 his mist nets and welcomed the opportunity to
23 show visitors how he examined the birds caught in
24 the nets, and safely released of course,
25 carefully logging in statistics about their age,

1 weight, origin, and so on, which were then
2 tabulated by the U.S. Geological Survey National
3 Bird-Banding Laboratory, valuable information.

4 When the Mini Train was first proposed to
5 be relocated in Moore's Woods in 2017, it sounded
6 to Villagers, most of whom have no idea about the
7 uniqueness and fragility of the woods, like a
8 lovely concept. One imagines children riding
9 through the forest, connected to nature,
10 enveloped by this lovely woods, but the reality
11 is much different. Children would instead be
12 treated to views of a chain link fence,
13 completely disconnected from the woods. The path
14 of the tracks requires the cutting down of old
15 trees, mother trees whose roots are, in fact,
16 connected to neighboring trees and could endanger
17 the health of the entire area to be enclosed.
18 Rare plants, many located exactly on the site of
19 the proposed tracks, would be trampled or
20 excavated, with little chance of -- for survival.

21 I believe George Rowsom, Paul Stoutenburgh
22 and Roy Latham would all be rolling over in their
23 graves at the thought of this fence and these
24 tracks less than 50 yards from where George's
25 mist nets were located.

1 According to the Waterfront Revitalization
2 Project Plan, which appears on the Village of
3 Greenport website, quote, "Use of this property,"
4 Moore's Woods, "is limited to passive recreation
5 pursuits due to its importance as a watershed and
6 the presence of the extensive Silver Lake
7 freshwater wetlands system," unquote. We do not
8 see how a mini train located in the woods
9 constitutes a passive recreation activity.

10 The Board Members of North Fork Audubon
11 have officially voted against the siting of this
12 train in this location or anywhere within Moore's
13 Woods. We believe there are alternatives, and
14 that we could help Greenport Rotary and the
15 Village of Greenport find a viable place near the
16 woods that would offer a better experience for
17 families wanting to ride the train, and also to
18 experience nature in this extraordinary place.
19 Our mission at North Fork Audubon is to connect
20 people with nature.

21 We believe that we could work together to
22 return Moore's Woods to what it promised and
23 delivered to our community 50 years ago through
24 education and public engagement. The trails can
25 be cleared and improved as part of the Bay to

1 Sound Trail System project spearheaded by
2 Southold Town.

3 There are programs that could be initiated,
4 such as the Junior Ranger Program, designed to
5 connect children to nature, and encourage them to
6 learn more about their local environment.
7 Surely, this -- all this is possible in today's
8 environment in our Village, which we know is
9 thriving, and should be an example of responsible
10 stewardship.

11 We respectfully ask that the Village and
12 the Rotary pause this project and meet with
13 interested community groups to listen to our
14 concerns. Moore's Woods is an irreplaceable gem
15 with so many benefits as a natural resource. The
16 woods enhance the beauty of Greenport, keeps the
17 green in Greenport, and deserves to be protected.
18 Thank you for your consideration of our concerns.

19 MAYOR HUBBARD: Okay, thank you.

20 (Applause)

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

23 MS. PERMAN: I may have to adjust the
24 microphone a little bit. Hello. I'm Margot
25 Perman. I am from 1200 Main Street in what is

1 known as Greenport West.

2 I wanted -- I have more of a question than
3 kind of a statement, but I'm interested to know
4 more about the plans for the sewer expansion,
5 which I understand is critical for many aspects
6 for the water quality.

7 But I wanted to make sure that -- I
8 understand that from this recent article in the
9 Suffolk Times that Greenport Village is asking
10 for CPF funds for sewer upgrades, which I
11 understand makes sense for open land and water
12 preservation, but we wanted to make sure that
13 it's used for that intended purpose and not to
14 enable new development. And so maybe if you
15 could speak to that, if I could ask for your
16 input. What are the intended uses for the sewer
17 upgrades?

18 MAYOR HUBBARD: Okay. I could answer that
19 completely.

20 MS. PERMAN: Wonderful, okay

21 MAYOR HUBBARD: All right. What we're
22 doing is we're not expanding the sewer system.
23 We're taking people that are on cesspools now and
24 we want to convert them over to sewers.

25 MS. PERMAN: Oh, okay.

1 MAYOR HUBBARD: Basically, Sandy Beach,
2 Billy's by the Bay, Stirling Harbor Marina, 400
3 slip, two marinas, two restaurants, they're all
4 using cesspools. They've got about four acres of
5 cesspools in the wetlands down there.

6 MS. PERMAN: Yeah.

7 MAYOR HUBBARD: We want to connect them to
8 sewers and get them off of cesspools. So the
9 nitrogen and everything else will be flowing
10 directly into the plant, be treated and then
11 discharged.

12 MS. PERMAN: Great.

13 MAYOR HUBBARD: To be able to do that, we
14 need to upgrade our treatment -- our central pump
15 station, which is on Third Street, with -- we
16 have a six-inch pipe, we need to put in 12-inch
17 pipes. We need to put in bigger pumps and all.

18 That's why we went to the Town, because
19 2016, they changed the program to allow 2% of the
20 money to go to water preservation projects and
21 all that. So instead of just buying the vacant
22 land, we want to try to upgrade that and get
23 those 400 units off of cesspools --

24 MS. PERMAN: Good.

25 MAYOR HUBBARD: -- and treat the water.

1 And it will make Stirling Harbor, Gardiners Bay,
2 everything will be cleaner, safer and less
3 everything in the water.

4 MS. PERMAN: Wonderful.

5 MAYOR HUBBARD: So we're not planning on
6 expansion at all. We're just taking people that
7 are on cesspools now and connecting them in to
8 get rid of the cesspools and just have them go
9 through a sewer treatment plant.

10 MS. PERMAN: Okay, good. So it won't be
11 used for new development?

12 MAYOR HUBBARD: No.

13 MS. PERMAN: Okay.

14 MAYOR HUBBARD: We're not doing that.
15 We're not letting people take their little
16 cottage and put a second story on, we're doing no
17 expansion at all.

18 MS. PERMAN: How about for new building
19 development, will they have access to the -- to
20 your cess -- sorry -- to the new sewer system?

21 MAYOR HUBBARD: Well, actually, there's a
22 person that lives on Bailey Avenue in Southold
23 Town that built a house, and their sewer pipe
24 runs along there from Peconic Landing. And if
25 there's a sewer pipe available to them, people

1 that do a major renovation or build a new house
2 have to hook up to the sewer. And that customer
3 had to hook up to the sewer because it's right
4 there.

5 MS. PERMAN: Sure.

6 MAYOR HUBBARD: So if the sewer pipes are
7 in the ground and you're doing something, by
8 Southold Town and by Suffolk County Code, you
9 have to hook up to the sewer. You cannot put in
10 one of the IM systems --

11 MS. PERMAN: Right.

12 MAYOR HUBBARD: -- of the new cesspools.
13 So, really, we're not expanding at all.

14 MS. PERMAN: Okay.

15 MAYOR HUBBARD: We're just trying to get
16 these people off of cesspools and put them into
17 the sewer treatment plant.

18 MS. PERMAN: Okay, existing -- existing
19 houses.

20 MAYOR HUBBARD: Existing homes. We're
21 not --

22 MS. PERMAN: Yes, okay.

23 MAYOR HUBBARD: -- expanding anything out,
24 or whatever. It's just homes right now that at
25 high tide, their cesspools are three-quarters

1 underwater.

2 MS. PERMAN: I know, it's very important.

3 MAYOR HUBBARD: So we're trying eliminate
4 that.

5 MS. PERMAN: Entirely, yeah.

6 MAYOR HUBBARD: So --

7 MS. PERMAN: Okay. So it's not being used
8 for new development at all?

9 MAYOR HUBBARD: No.

10 MS. PERMAN: Okay. All right. Thank you
11 very much.

12 MAYOR HUBBARD: Okay, you're welcome.
13 Thank you. Anybody? Yeah, come up.

14 MS. DE CRUZ: Hi. Margaret DeCruz,
15 25 Washington Avenue. I'm just wanting to ask --
16 well, I would like to recommend, if we do a
17 little railroad for children, that -- I don't
18 know how railroads are run, but I would like to
19 suggest something that's environmentally healthy,
20 and not something that's going to be emitting or
21 working -- using carbon, you know, fossil fuels.
22 Yeah, it should be something that's at least an
23 example of how we can run things in the future.

24 And I also think that Moore's Woods should
25 be preserved for silence and nature to be quiet.

1 I mean, there's so little places where we can be
2 in nature where it's quiet. It really affects
3 animals and birds. So I just think it's also to
4 be re-think of where to put this little railroad.
5 Thank you.

6 MAYOR HUBBARD: Thank you. Okay. Anybody
7 else wish to address the Board?

8 MS. WADE: Randy Wade again. I forgot to
9 mention that if the Board is amenable to
10 considering another location where seasonal
11 decorations and artistic things can happen to
12 make it a really exciting ride that would be a
13 complete destination attraction, there's a
14 contribution of \$5,000 so far towards that. And
15 I'm sure we could look to raise more, but --
16 because I'm sure that planning another, you know,
17 route would cost a little bit of money. But,
18 anyway, thank you.

19 MAYOR HUBBARD: Thank you. Okay. Anybody
20 else wish to address the Board?

21 (No Response)

22 MAYOR HUBBARD: Okay. If not, we'll move
23 on to our regular agenda.

24 I will offer *RESOLUTION #05-2021-1,*
25 *RESOLUTION adopting the May 21st -- the May 2021*

1 *agenda as printed.* So moved.

2 TRUSTEE MARTILOTTA: Second.

3 MAYOR HUBBARD: All in favor?

4 TRUSTEE CLARKE: Aye.

5 TRUSTEE MARTILOTTA: Aye.

6 TRUSTEE PHILLIPS: Aye.

7 TRUSTEE ROBINS: Aye.

8 MAYOR HUBBARD: Aye.

9 Opposed?

10 (No Response)

11 MAYOR HUBBARD: Motion carried. Trustee Clarke.

12 TRUSTEE CLARKE: *RESOLUTION #05-2021-2,*

13 *Accepting the monthly reports of the Greenport*

14 *Fire Department, Village Administrator, Village*

15 *Treasurer, Village Clerk, Village Attorney, Mayor*

16 *and Board of Trustees.* So moved.

17 TRUSTEE MARTILOTTA: Second.

18 MAYOR HUBBARD: All in favor?

19 TRUSTEE CLARKE: Aye.

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 TRUSTEE ROBINS: Aye.

23 MAYOR HUBBARD: Aye.

24 Opposed?

25 (No Response)

1 MAYOR HUBBARD: Motion carried.

2 TRUSTEE MARTILOTTA: *RESOLUTION #05-2021-3,*
3 *RESOLUTION approving the Public Assembly Permit*
4 *Application submitted by the Standard Hose*
5 *Company of the Greenport Fire Department for the*
6 *use of the grounds of the Station One Firehouse*
7 *on Third Street for the annual Chicken Barbecue*
8 *fundraiser from 4:00 p.m. through 7:00 p.m. on*
9 *August 21, 2021. The event will follow all COVID*
10 *directives and guidelines in place. So moved.*

11 TRUSTEE PHILLIPS: Second.

12 MAYOR HUBBARD: All in favor?

13 TRUSTEE CLARKE: Aye.

14 TRUSTEE MARTILOTTA: 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 #05-2021-4,*
22 *RESOLUTION approving the application for*
23 *membership of Enya S. Gray to the Rescue Squad of*
24 *the Greenport Fire Department, as approved by the*
25 *Village of Greenport Fire Department Board of*

1 *Wardens on May 19th, 2021.* So moved.

2 TRUSTEE ROBINS: Second.

3 MAYOR HUBBARD: All in favor?

4 TRUSTEE CLARKE: Aye.

5 TRUSTEE MARTILOTTA: 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 #05-2021-5,*
13 *RESOLUTION approving the application for*
14 *membership of John Mantzopoulos to Star Hose*
15 *Company #3 of the Greenport Fire Department, as*
16 *approved by the Village of Greenport Fire*
17 *Department Board of Wardens on May 19th, 2021.*
18 So moved.

19 TRUSTEE CLARKE: Second.

20 MAYOR HUBBARD: All in favor?

21 TRUSTEE CLARKE: Aye.

22 TRUSTEE MARTILOTTA: 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 #05-2021-6,*
5 *Accepting the costs associated with Tasks 2*
6 *through 6 on the attached proposal from J.R.*
7 *Holzmacher, P.E., LLC for engineering, design and*
8 *construction - related services for the design of*
9 *a new drainage system at the Village of Greenport*
10 *Wastewater Treatment plant, and authorizing Mayor*
11 *Hubbard to sign the proposal from J.R.*
12 *Holzmacher, P.E., LLC. So moved.*

13 TRUSTEE MARTILOTTA: Second.

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE CLARKE: Aye.

16 TRUSTEE MARTILOTTA: 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 MARTILOTTA: *RESOLUTION #05-2021-7,*
24 *RESOLUTION approving attached Change Order #1*
25 *from GTX Construction Associates Corporation in*

1 *the total amount of \$14,275.00 for additional*
2 *labor and materials required for the Fifth Street*
3 *Restrooms Rehabilitation Project. So moved.*

4 TRUSTEE PHILLIPS: Second.

5 MAYOR HUBBARD: All in favor?

6 TRUSTEE CLARKE: Aye.

7 TRUSTEE MARTILOTTA: 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 PHILLIPS: *RESOLUTION #05-2021-8,*
15 *RESOLUTION approving attached Change Order #2*
16 *from GTX Construction Associates Corp. in the*
17 *total amount of \$5,500.00 for additional labor*
18 *and materials required for the Fifth Street*
19 *Restrooms Rehabilitation Project. So moved.*

20 TRUSTEE ROBINS: Second.

21 MAYOR HUBBARD: All in favor?

22 TRUSTEE CLARKE: Aye.

23 TRUSTEE MARTILOTTA: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 TRUSTEE ROBINS: Aye.

1 MAYOR HUBBARD: Aye.

2 Opposed?

3 (No Response)

4 MAYOR HUBBARD: Motion carried.

5 TRUSTEE ROBINS: *RESOLUTION #05-2021-9,*
6 *RESOLUTION authorizing Treasurer Brandt to*
7 *perform attached Budget Amendment #4784, to fund*
8 *the Ferry Terminal Rebuild Project Change Order*
9 *for AKRF; and directing that Budget Transfer*
10 *#4784 be included as part of the formal meeting*
11 *minutes of the May 27th, 2021 Regular Meeting of*
12 *the Board of Trustees. So moved.*

13 TRUSTEE CLARKE: Second.

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE CLARKE: Aye.

16 TRUSTEE MARTILOTTA: 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 CLARKE: *RESOLUTION #05-2021-10,*
24 *Authorizing Treasurer Brandt to perform Budget*
25 *Amendment #4785 to appropriate reserves for the*

1 *Amendment #4786 be included as part of the formal*
2 *meeting minutes of the May 27th, 2021 Regular*
3 *Meeting of the Board of Trustees. So moved.*

4 TRUSTEE PHILLIPS: Second.

5 MAYOR HUBBARD: All in favor?

6 TRUSTEE CLARKE: Aye.

7 TRUSTEE MARTILOTTA: 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 PHILLIPS: *RESOLUTION #05-2021-12,*
15 *RESOLUTION authorizing Treasurer Brandt to*
16 *perform Budget Amendment #4787 to appropriate*
17 *reserves to fund the rehabilitation of the air*
18 *conditioning system at the Station One Firehouse;*
19 *and directing that Budget Amendment #4787 be*
20 *included as part of the formal meeting minutes of*
21 *the May 27th, 2021 Regular Meeting of the Board*
22 *of Trustees. So moved.*

23 TRUSTEE ROBINS: Second.

24 MAYOR HUBBARD: Good idea.

25 (Laughter)

1 MAYOR HUBBARD: All in favor?

2 TRUSTEE CLARKE: Aye.

3 TRUSTEE MARTILOTTA: 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 #05-2021-13,*
11 *RESOLUTION authorizing Treasurer Brandt to*
12 *perform Budget Amendment #4788 to appropriate*
13 *reserves to fund the purchase of new utility*
14 *meter reading handheld and auto-read devices that*
15 *per the Village Administrator the provider is a*
16 *sole-source provider; and directing that Budget*
17 *Amendment #4788 be included as part of the formal*
18 *meeting minutes of the May 27th, 2021 Regular*
19 *Meeting of the Board of Trustees. So moved.*

20 TRUSTEE CLARKE: Second.

21 MAYOR HUBBARD: All in favor?

22 TRUSTEE CLARKE: Aye.

23 TRUSTEE MARTILOTTA: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 TRUSTEE ROBINS: Aye.

1 MAYOR HUBBARD: Aye.

2 Opposed?

3 (No Response)

4 MAYOR HUBBARD: Motion carried.

5 TRUSTEE CLARKE: *RESOLUTION #05-2021-14,*

6 *Ratifying the hiring of Evelyn Sosa as a*

7 *part-time seasonal Carousel employee at an hourly*

8 *wage rate of \$14.00 per hour, effective*

9 *April 24th, 2021. So moved.*

10 TRUSTEE MARTILOTTA: Second.

11 MAYOR HUBBARD: All in favor?

12 TRUSTEE CLARKE: Aye.

13 TRUSTEE MARTILOTTA: 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 MARTILOTTA: *RESOLUTION #05-2021-15,*

21 *RESOLUTION ratifying the hiring of Connor*

22 *Williams and Aidan Patrick Colfer as part-time*

23 *seasonal Carousel employees/Dockhands at Mitchell*

24 *Park Marina at an hourly wage rate of \$14.00 per*

25 *hour, effective May 1, 2021. So moved.*

1 TRUSTEE PHILLIPS: Second.

2 MAYOR HUBBARD: All in favor?

3 TRUSTEE CLARKE: Aye.

4 TRUSTEE MARTILOTTA: Aye.

5 TRUSTEE PHILLIPS: Aye.

6 TRUSTEE ROBINS: Aye.

7 MAYOR HUBBARD: Aye.

8 Opposed?

9 (No Response)

10 MAYOR HUBBARD: Motion carried.

11 TRUSTEE PHILLIPS: *RESOLUTION #05-2021-16,*
12 *RESOLUTION ratifying the hiring of Lucy Hase1 as*
13 *a part-time seasonal Dockhand at Mitchell Park*
14 *Marina at an hourly rate of \$14.00 per hour,*
15 *effective May 15th, 2021. So moved.*

16 TRUSTEE ROBINS: Second.

17 MAYOR HUBBARD: All in favor?

18 TRUSTEE CLARKE: Aye.

19 TRUSTEE MARTILOTTA: 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 ROBINS: *RESOLUTION #05-2021-17,*
2 *RESOLUTION hiring the following as part-time*
3 *seasonal Camp Counselors/Carousel employees,*
4 *effective May 28th, 2021 at an hourly wage rate*
5 *of \$14.00 per hour:*

6 *Christina LaPera, Mildre Granados Rodas,*
7 *Isabella DeMaio, and Abigail Kunz. So moved.*

8 TRUSTEE CLARKE: Second.

9 MAYOR HUBBARD: All in favor?

10 TRUSTEE CLARKE: Aye.

11 TRUSTEE MARTILOTTA: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 TRUSTEE ROBINS: Aye.

14 MAYOR HUBBARD: Aye.

15 Opposed?

16 (No Response)

17 MAYOR HUBBARD: Motion carried.

18 TRUSTEE CLARKE: *RESOLUTION #05-2021-18,*
19 *Ratifying the hiring of Kevin Hill as a part-time*
20 *seasonal Carousel employee at an hourly wage rate*
21 *of \$14.00 per hour, effective May 23rd, 2021. So*
22 *moved.*

23 TRUSTEE MARTILOTTA: Seconded.

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE CLARKE: Aye.

1 TRUSTEE MARTILOTTA: 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 #05-2021-19,*
9 *RESOLUTION hiring Alexander Bolanos as a*
10 *part-time Traffic Control Officer at an hourly*
11 *rate of \$18.00 per hour, effective May 27th,*
12 *2021. So moved*

13 TRUSTEE PHILLIPS: Second

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE CLARKE: Aye.

16 TRUSTEE MARTILOTTA: 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 #05-2021-20,*
24 *RESOLUTION approving an increase in the hourly*
25 *wage rate of Stephen Venuti, from \$16.00 per hour*

1 to \$17.00 per hour, effective June 2nd, 2021.

2 So moved.

3 TRUSTEE ROBINS: Second.

4 MAYOR HUBBARD: All in favor?

5 TRUSTEE CLARKE: Aye.

6 TRUSTEE MARTILOTTA: 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 #05-2021-21,*

14 *RESOLUTION hiring Anthony Yasso as a full-time*

15 *Groundskeeper I for the Village of Greenport Road*

16 *Department, at a wage rate of \$16.00 per hour,*

17 *effective June 1st, 2021. All health insurance*

18 *and other full-time employment benefit provisions*

19 *specified in the current contract between the*

20 *Village of Greenport and CSEA Local 1000 apply to*

21 *this hiring, as does the standard twenty-six week*

22 *Suffolk County Civil Service probationary period.*

23 So moved.

24 TRUSTEE CLARKE: Second.

25 MAYOR HUBBARD: All in favor?

1 TRUSTEE CLARKE: Aye.

2 TRUSTEE MARTILOTTA: 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 CLARKE: *RESOLUTION #05-2021-22,*
10 *Approving the attached annual agreement between*
11 *the Town of Southold and the Village of Greenport*
12 *regarding the Marine Pump-Out Station, and*
13 *authorizing Mayor Hubbard to sign the agreement*
14 *between the Town of Southold and the Village of*
15 *Greenport regarding the Marine Pump-Out Station.*
16 So moved.

17 TRUSTEE MARTILOTTA: Seconded.

18 MAYOR HUBBARD: All in favor?

19 TRUSTEE CLARKE: Aye.

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 TRUSTEE ROBINS: Aye.

23 MAYOR HUBBARD: Aye.

24 Opposed?

25 (No Response)

1 MAYOR HUBBARD: Motion carried.

2 TRUSTEE MARTILOTTA: *RESOLUTION #05-2021-23,*
3 *RESOLUTION approving the bid as submitted by*
4 *Emcor Services - the low bidder - in the amount*
5 *of \$22,778.00 for the rehabilitation of the air*
6 *conditioning system at the Station One Firehouse,*
7 *per the bid contract -- I say again -- per the*
8 *bid opening on April 29th, 2021 and authorizing*
9 *Mayor Hubbard to sign the contract between the*
10 *Village of Greenport and Emcor Services. So*
11 *moved.*

12 TRUSTEE PHILLIPS: Second.

13 MAYOR HUBBARD: All in favor?

14 TRUSTEE CLARKE: Aye.

15 TRUSTEE MARTILOTTA: 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 #05-2021-24,*
23 *RESOLUTION approving the Public Assembly Permit*
24 *Application submitted by CAST for the use of a*
25 *portion of the Fifth Street Beach/Park from*

1 *6 p.m. through 8 p.m. on June 15th, 2021 for the*
2 *Parent Child Plus Graduation ceremony, and*
3 *further waiving the requisite \$50.00 Public*
4 *Assembly Permit Application fee. So moved.*

5 TRUSTEE ROBINS: Second.

6 MAYOR HUBBARD: All in favor?

7 TRUSTEE CLARKE: Aye.

8 TRUSTEE MARTILOTTA: 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 #05-2021-25,*
16 *RESOLUTION approving the Public Assembly Permit*
17 *Application submitted by Lauren Kollen on behalf*
18 *of Greenport High School Class of 2021 for the*
19 *use of specified Village streets from 8:30 a.m.*
20 *through 11:30 a.m. on June 27th, 2021 for the*
21 *High School graduation parade, and further*
22 *waiving the requisite \$ 50.00 Public Assembly*
23 *Permit Application fee. So moved.*

24 TRUSTEE CLARKE: Second.

25 MAYOR HUBBARD: All in favor?

1 TRUSTEE CLARKE: Aye.

2 TRUSTEE MARTILOTTA: 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 CLARKE: *RESOLUTION #05-2021-26,*
10 *Approving the Public Assembly Permit Application*
11 *as submitted by the Relief Hose and Phenix Hook*
12 *and Ladder Companies of the Greenport Fire*
13 *Department, for the use of the Polo Grounds at*
14 *Moore's Lane from 6 p.m. through 11 p.m. from*
15 *June 30th, 2021 through July 4th, 2021 for the*
16 *annual Carnival fundraiser, with fireworks*
17 *scheduled for --*

18 MAYOR HUBBARD: Still waiting on a date on
19 that to be confirmed.

20 TRUSTEE CLARKE: TBT.

21 MAYOR HUBBARD: Right.

22 TRUSTEE CLARKE: *The parameters for the*
23 *logistics of this event will follow all COVID*
24 *directives and guidelines in place, and a*
25 *corresponding event operations plan has been*

1 *submitted to the Village of Greenport. So moved.*

2 TRUSTEE MARTILOTTA: Second.

3 MAYOR HUBBARD: All in favor?

4 TRUSTEE CLARKE: Aye.

5 TRUSTEE MARTILOTTA: 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 MARTILOTTA: *RESOLUTION #05-2021-27,*
13 *RESOLUTION approving the Public Assembly Permit*
14 *Application submitted by John A. Yeamans on*
15 *behalf of the United States Power Squadrons for*
16 *the use of a portion of Mitchell Park from 9 a.m.*
17 *through 11 a.m. on July 30th, 2021 and July 31st,*
18 *2021 for the annual District 3 Rendezvous. The*
19 *event will follow all COVID directives and*
20 *guidelines in place. So moved*

21 TRUSTEE PHILLIPS: Second.

22 MAYOR HUBBARD: All in favor?

23 TRUSTEE CLARKE: Aye.

24 TRUSTEE MARTILOTTA: 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 PHILLIPS: *RESOLUTION #05-2021-28,*
7 *RESOLUTION approving the Public Assembly Permit*
8 *Application submitted by the East End Seaport*
9 *Museum for the use of various Village streets and*
10 *facilities, including Mitchell Park, from 7 a.m.*
11 *through 5 p.m. from September 18th, 2021 through*
12 *September 19th, 2021; for the annual Maritime*
13 *Festival. The event will follow all COVID*
14 *directives and guidelines in place.*

15 So moved.

16 TRUSTEE ROBINS: Second.

17 MAYOR HUBBARD: All in favor?

18 TRUSTEE CLARKE: Aye.

19 TRUSTEE MARTILOTTA: 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 ROBINS: *RESOLUTION #05-2021-29,*
2 *RESOLUTION authorizing the suspension of the open*
3 *container law of the Village of Greenport, per*
4 *Sections 35-3B and 35-3C of the Greenport Village*
5 *Code, within the Festival parameters of the East*
6 *End Seaport Museum Maritime Festival, from 9:00 a.m.*
7 *through 5:00 p.m. on September 18th, 2021 and*
8 *from noon to 5:00 p.m. on September 19th, 2021*
9 *for the annual Maritime Festival. The event will*
10 *follow all COVID directions and guidelines in*
11 *place. So moved.*

12 TRUSTEE CLARKE: Second.

13 MAYOR HUBBARD: All in favor?

14 TRUSTEE CLARKE: Aye.

15 TRUSTEE MARTILOTTA: 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 #05-2021-30,*
23 *Authorizing free dockage at the Village of*
24 *Greenport Mitchell Park Marina for*
25 *The Impossible Dream, a universally accessible*

1 *sailing catamaran, from June 30th, 2021 through*
2 *10 a.m. on July 2nd, 2021, with a voyage*
3 *scheduled for July 1, 2021. So moved.*

4 TRUSTEE MARTILOTTA: Second.

5 MAYOR HUBBARD: All in favor?

6 TRUSTEE CLARKE: Aye.

7 TRUSTEE MARTILOTTA: 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 MARTILOTTA: *RESOLUTION #05-2021-31,*
15 *RESOLUTION approving the following musical*
16 *performance schedule and payments for the 2021*
17 *Dances in the Park programs, to be expensed from*
18 *Account A.7312.400 (Arts and Culture*
19 *Exhibitions):*

20 *August 2nd, 2021 - Winston Irie - \$1,200*

21 *August 9th, 2021 - Cravin Band - \$1,200*

22 *August 16th, 2021 - Southbound - \$1,200*

23 *August 23rd, 2021 - No Request Band - \$1,200*

24 *August 30th, 2021 - That Motown Band - \$1,200*

25 So moved.

1 TRUSTEE PHILLIPS: Second

2 MAYOR HUBBARD: All in favor?

3 TRUSTEE CLARKE: Aye.

4 TRUSTEE MARTILOTTA: Aye.

5 TRUSTEE PHILLIPS: Aye.

6 TRUSTEE ROBINS: Aye.

7 MAYOR HUBBARD: Aye.

8 Opposed?

9 (No Response)

10 MAYOR HUBBARD: Motion carried.

11 TRUSTEE PHILLIPS: *RESOLUTION #05-2021-32,*

12 *RESOLUTION approving the attached contract*

13 *between the Village of Greenport and James Schott*

14 *for the provision of technical sound services at*

15 *five (5) of the 2021 Dances in the Park*

16 *performances, at a rate of \$400 per performance.*

17 So moved.

18 TRUSTEE ROBINS: Second.

19 MAYOR HUBBARD: All in favor?

20 TRUSTEE CLARKE: Aye.

21 TRUSTEE MARTILOTTA: 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 ROBINS: *RESOLUTION #05-2021-33,*
4 *RESOLUTION scheduling a public hearing for*
5 *7:00 p.m. on June 24th, 2021 at the Third Street*
6 *Firehouse -- Fire Station, Third and South*
7 *Streets, Greenport, New York, 11944 regarding a*
8 *proposed amendment to Chapter 132 (Vehicles and*
9 *Traffic), Section 50 (Schedule XII - Loading*
10 *Zones) of the Village of Greenport Code, and*
11 *directing Clerk Pirillo to notice the public*
12 *hearing accordingly. So moved.*

13 TRUSTEE CLARKE: Second.

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE CLARKE: Aye.

16 TRUSTEE MARTILOTTA: 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 CLARKE: *RESOLUTION #05-2021-34,*
24 *Approving all checks per the Voucher Summary*
25 *Report dated May 25th, 2021, in the total amount*

1 *of \$478,136.39 consisting of:*

2 *o All regular checks in the amount of*
3 *\$450,952.22, and*

4 *o All prepaid checks (including wire*
5 *transfers) in the amount of \$27,184.17. So moved.*

6 TRUSTEE MARTILOTTA: Second.

7 TRUSTEE ROBINS: Second.

8 MAYOR HUBBARD: All in favor?

9 TRUSTEE ROBINS: Oh, I'm sorry.

10 TRUSTEE CLARKE: Aye.

11 TRUSTEE MARTILOTTA: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 TRUSTEE ROBINS: Aye.

14 MAYOR HUBBARD: Aye.

15 Opposed?

16 (No Response)

17 MAYOR HUBBARD: Motion carried.

18 Okay. That finishes the regular agenda.

19 Just one other announcement. The annual MS4
20 report is available on the official Village
21 website. So everybody who wants to look at that,
22 that's the road water runoff and everything else,
23 the program we're just in compliance with that,
24 just to announce that that's there.

25 And also to announce that the Memorial Day

1 Parade is at 11:00 on Monday, starting in
2 Southold at Boisseau Avenue. All right. And it
3 goes from there to the Legion Hall. And the Boy
4 Scouts are supplying hot dogs and soda to anybody
5 who shows up. Just anybody can go and support
6 it. It's an abbreviated parade per different
7 years and everything else. But just so everybody
8 knows, anybody listening, just go up there and
9 let's just honor everybody who gave their life
10 for our country. Okay?

11 TRUSTEE ROBINS: Thank you.

12 MAYOR HUBBARD: I'll offer a motion to
13 adjourn at 8:01.

14 TRUSTEE PHILLIPS: Second.

15 MAYOR HUBBARD: All in favor?

16 TRUSTEE CLARKE: Aye.

17 TRUSTEE MARTILOTTA: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 TRUSTEE ROBINS: Aye.

20 MAYOR HUBBARD: Aye.

21 Opposed?

22 (No Response)

23 MAYOR HUBBARD: Motion adjourned. Thank
24 you for coming.

25 (The meeting was adjourned at 8:01 p.m.)

J.R. Holzmacher P.E., LLC

3555 Veterans Memorial Highway, Suite A, Ronkonkoma, New York 11779-7636
Tel: (631) 234-2220 Fax: (631) 234-2221 e-mail: info@holzmacher.com

December 1, 2020

Paul J. Pallas, P.E., Village Administrator
Village of Greenport
236 Third Street
Greenport, New York 11944

Re:

Proposal for Engineering Services
Sewage Treatment Plant Drainage
Improvements

Dear Mr. Pallas:

Thank you for considering J.R. Holzmacher P.E., LLC (JRH) Consulting Engineers to provide professional engineering services to assist you during planning and construction of drainage improvements at the Sewage Treatment Plant (STP). This work is part of ongoing efforts to reduce Infiltration and Inflow (I/I) to the sanitary sewer system as required by the consent order with the New York State Department of Environmental Conservation (NYSDEC).

Inflow of surface water during floods and rain water during storms has led to incidents of extreme high flows through the sanitary sewer system and directly on plant grounds which results in discharge of partially treated sewage out to the Long Island Sound. The treatment plant sits on top of the "Greenport Clay" which is a thick clay layer which does not allow ready percolation of rain water through to the underlying aquifer. Rainwater at the plant ends up accumulating and being pumped into the treatment tanks, resulting in undesirable dilution and increases in flow rate through the plant.

This project includes performance of a geologic soil boring to confirm the thickness and nature of the clay layer beneath the SWT plant and then design of a "soil wick" which will allow recharge of rainwater to the ground rather than pumping it through the STP. This work will be bid together with other work to construct retaining walls at the plant in hopes of gaining better pricing than if two separate bids are used.

The recommended scope of services, schedule of services and cost proposal are as follows:

SCOPE

Task 1 – Geologic Investigation

We will hire a driller so that the depth and nature of the clay can be determined prior to bidding the construction work. Design of the soil wick will be based on installation of cutting rings down to a granular strata at least ten feet in thickness. The goal of the drilling work is to find such a

*The Third Generation of Excellence
In Water Supply, Water Resources, Civil and Environmental Engineering*

strata. Having this information available at the time of the bid reduces the risk to the bidders, which should save money on the bid, and reduces the chance of the village having to consider claims for change orders if unforeseen site conditions are revealed during excavation. Work will include:

- Performance of a geologic boring to an approximate depth of 80 feet below grade. The boring will utilize a rotary circulation drill rig as the toughness of the clay is expected to prevent effective use of a Geoprobe to this depth. We have budgeted for two days of drilling.
- Observation of the boring and examination of the cuttings by an engineer or geologist on site.
- Preparation of a geologic boring log to be used in the drainage design and for your records.

Task 2 – Drainage Design

Under this task JRH will evaluate the field conditions and prepare the necessary design plans and specifications for use during bidding and construction. We anticipate performing the following work:

- We will perform a limited topographic survey to determine existing grades and direction of surface flow, and to identify those areas where rainwater now collects.
- JRH staff members will perform one site visit to meet with the plant operating staff to confirm existing drainage patterns and suitable locations for future construction of the soil wick and drainage structures without impacting operation of the plant. We strongly recommend that the geologic boring be located in the desired location of the full size soil wick.
- JRH will use the available site plans and aerial photos, together with the topographic data to prepare the site work construction drawings showing the location of the new drainage structures and soil wick to be constructed.
- We will perform hydraulic calculations for sizing of drainage system components and discuss the relative drainage capabilities in comparison to construction costs with you prior to finalizing the design. Design calculations will include construction cost projections.
- We will prepare a draft set of plans and specification sections for review and approval by you prior to preparation of the final plans for bidding. We do not anticipate the need for any regulatory submission. We anticipate a single contract for General Construction, Site and Drainage work for the drainage and retaining walls.
- We assume that no Village Building Permit will be required, and that any permit or regulatory fees will be paid directly by the Village and are not included within our fee.

- We will create final plans and contract documents for Village use to solicit public bids. Five paper sets and ten electronic copies on CDs or flash drives will be provided.

Task 3 – Assistance During Bidding

Services in support of Village efforts to obtain competitive bids can be provided as you may request. These will include some or all of the following:

- Preparation of “Notice to Bidders” to be placed in the required contract advertisement publications, if any. Any printing fees will be paid for by the Village.
- Notification to potential qualified bidders to pick up bid documents. We have had success in emailing sets of plans and specifications to engage the interest of potential bidders.
- Organization of, and attendance at, pre-bid meetings.
- Assistance to answer bidder’s technical questions, and evaluation of alternate means, methods, or equipment proposed prior to the bid opening.
- Communication with potential bidders, including preparation of official questions and answers prior to bid opening.
- Attend bid opening, review of bids for irregularities and unbalanced bids, evaluation of bidder’s proposals, verification of references, and preparation of bid tabulation sheet with recommendation for contract award.
- Preparation of contracts for conforming and execution by Counsel. Five bound copies of documents for each contract will be provided.

Task 4 – Construction Phase Services

Engineering services during construction can include construction observation and documentation of construction activities. To complete this task we anticipate having to perform some or all of the following:

- Periodic or resident construction observation services as requested. We will coordinate with Village staff for periodic construction observation, as requested, in order to reduce costs. A written report documenting construction progress and activities will be provided by JRH for each time we are on site.
- Coordination and running of periodic or special field meetings and preparation of minutes, as requested.
- Negotiations with Contractor to improve the rate and quality of work, when necessary.
- Technical field guidance to Contractor to properly perform difficult or complicated portions of the work.

- Preparation of punch lists for project completion.
- Assistance to Village during final inspection.
- Preparation of “as-built” record drawings from field sketches provided by the Contractor or documented during our own construction visits.

Task 5 – Construction Administration Services

Engineering services during construction will include administration of the construction contract. To complete this task we anticipate having to perform some or all of the following:

- Preparation of partial and final engineering approvals of Contractor payment requests.
- Review of shop drawings submitted by Contractors.
- Coordination with Village Staff to arrange final inspection and contract close out.
- Interpretation of plans and specifications in response to Contractor questions.
- Communication with Contractor, including Notification of Contract Award, Notification to Proceed, evaluation of contractor schedule and progress, documentation of change orders, and Notification of Contract Completion date.
- Negotiation of change orders, (if any).
- Assistance during regulatory inspections (if any).
- Preparation of regulatory certifications (if any).

Task 6 – Additional Services

While we do not expect that you will require the following, Additional Services can be provided as you may find convenient. Typical tasks in this category include the following:

- Preparation of applications and supporting materials for project funding.
- Assistance during meetings and negotiations with legislators or regulators to identify additional sources of funding.
- Preparation of additional letters, reports, figures or renderings, etc. for public communications.
- Attendance or presentations at public meetings, Board meetings, etc.
- Assistance with unforeseen environmental or regulatory issues should they arise, including additional applications, letters or Environmental Assessment Forms.
- Performance of field survey work or measurements, beyond that described in other Items.
- Assistance with negotiations with the NYSDEC or other regulators on construction

access, environmental or regulatory issues should they arise.

- Printing of additional contract document copies, figures or displays.

SCHEDULE:

Task 1 – Geologic Investigation

We anticipate that it will take up to three weeks following your notice to proceed to schedule the drilling work. We will have the geologic logs completed within one week of completion of the drilling work.

Task 2 – Drainage Design

We will schedule the field meeting and topographic survey work within two weeks of receipt of your notice to proceed. It is beneficial to have that initial work completed prior to locating the geologic boring to be performed the following week.

Preliminary draft plans will be ready for your review and comment within three weeks of completion of the drilling work under Task 1. Final draft design plans and contract specifications will be ready for your review and comment within three weeks of receipt of your comments on the preliminary plans. Your comments on these plans will be incorporated within one week of receipt.

Task 3 – Assistance During Bidding

The “Notice to Contractors” will be submitted one business day after your notice to proceed with Bid Phase work. Bid tabulation sheets, evaluation of bidder’s qualifications, and the recommendation of award letter will be completed within one week of receipt of any required reference materials from bidders.

Task 4 – Construction Phase Services

Construction phase services will be rendered in accordance with the pace of construction. 72-hour advance notice is requested prior to scheduling of meetings, to the extent possible.

Task 5 – Construction Administration Services

Construction phase services will be rendered in accordance with the pace of construction. 72-hour advance notice is requested prior to scheduling of meetings, to the extent possible. Shop drawings will be reviewed promptly and generally within 2 business days of receipt.

Task 6 – Additional Services

A mutually agreeable schedule will be negotiated at the time such services are requested.

COST PROPOSAL:

Task 1 – Geologic Investigation

Time and expenses will be invoiced in accordance with the enclosed rate schedule. A spreadsheet showing current staff names and billing rates is attached. An initial budget allocation of \$20,013 is suggested. This budget will not be exceeded without your prior written agreement.

Task 2 – Drainage Design

Time and Expense basis not to be exceeded without your written authorization. An initial budget allocation of \$11,965 is suggested.

Task 3 – Assistance During Bidding

Time and Expense basis not to be exceeded without your written authorization. An initial budget allocation of \$4,130 is suggested.

Task 4 – Construction Phase Services

Time and Expense basis not to be exceeded without your written authorization. An initial budget allocation of \$5,307 is suggested.

Task 5 – Construction Administration Services

Time and Expense basis not to be exceeded without your written authorization. An initial budget allocation of \$5,032 is suggested.

Task 6 – Additional Services

A mutually agreeable budget will be negotiated should any additional services be requested.

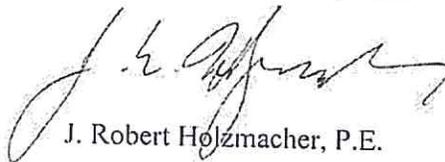
AGREEMENT

Our standard form of agreement is attached for your consideration, or we can execute your standard form of agreement. Details of our insurance coverage are described therein. This offer remains valid for ninety days unless extended in writing. You can authorize the work by signing below or providing an equivalent Board Resolution or Purchase Order.

Paul J. Pallas, P.E.
STP Drainage Improvements
December 1, 2020
Page 7

Thank you for the opportunity to propose on this work. We look forward to working with you to achieve timely and cost effective improvements to the water system. Please call me at extension 101 if you have any questions.

Very truly yours,
J.R. Holzmacher P.E., LLC



J. Robert Holzmacher, P.E.
Principal

Accepted by: _____

For: Inc. Village of Greenport

Date: _____

JRH:j

Encl.

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GTX CONSTRUCTION ASSOCIATES CORP.

Building today with the vision of tomorrow

80 Henry Street
Freeport, NY, 11520
Tel #: 516-623-0840
www.gtxconstruction.com

May 11, 2021

Paul Pallas
Sylvia Pirillo
Office of the Village Clerk
Greenport Village Hall
236 Third Street
Greenport, NY 11944
ppallas@greenportvillage.org
spirillo@greenportvillage.org

Item	Qty	Description of Change Order No. 1	Price
Y / N	3	Removal of existing door frame not showing on the demolition drawing and to install new door frame to accommodate new door not showing on the original drawings. For an additional cost of \$2,675/Each For the Total Amount :	\$8,025
Y / N	3	Also not showing on the drawings, hardware and door closures. For an additional cost of \$250/Each For the Total Amount:	\$750
Y / N	2 ea.	Also not shown on the drawings, accessories for women and mens bathroom; Toilet Paper Dispenser, Soap Dispenser and Hand Sanitizer For an estimated cost and not to exceed.	\$1,500
Y / N	1	Also not shown on the drawings; concrete pathway for handicap access to men and womens bathroom from the street landing. Please see attached Sketch for approval. For an estimated cost not to exceed.	\$4,000
Please advise by checking Y or N as soon as possible on how to proceed.			
TOTAL:			\$14,275

Acceptance By: _____ Date: __/__/____
Signature

Printed Name: _____

Title: _____

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Freeport, NY, 11520
Tel #: 516-623-0840
www.gtxconstruction.com

May 19, 2021

Paul Pallas
Sylvia Pirillo
Office of the Village Clerk
Greenport Village Hall
236 Third Street
Greenport, NY 11944
pjpallas@greenportvillage.org
spirillo@greenportvillage.org

Observations & Cost Effectiveness

Item	Qty	Description of Change Order No. 2	Price
1		<p>After our plumber's observation of the existing waste line, it is our recommendation to install PVC Underground piping for the waste and vents, as well as above ground piping .</p> <p>It is our recommendation to remove the existing waste line inside the building and replace it with new PVC to accommodate new fixtures and relocation and drains per plumbers recommendation.</p> <p style="text-align: right;">TOTAL COST:</p>	\$4,750
2		<p>We also recommend to do a clean-out for the sewer line from the building to the main sewer by using a TV camera.</p> <p style="text-align: right;">TOTAL COST:</p> <p>Please be advised:</p> <p>As per the plumber's observation there is an existing 1" water main coming into the building. This can be problematic for the new flushometers being used. We will not know until we do the installation. This is just an observation.</p> <p style="text-align: right;">TOTAL AMOUNT:</p> <p>We appreciate your consideration to these recommendations.</p> <p>Please advise on how you wish to proceed.</p>	\$750
			\$5,500

Acceptance By: _____ Date: __/__/_____
Signature

Printed Name: _____

Title: _____

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2021 Period: 5 Trans Type: B2 - Amend Status: Balch
 Trans No: 4784 Trans Date: 05/03/2021 User Ref: ROBERT
 Requested: P. PALLAS Approved: Created by: ROBERT 05/03/2021

Description: TO FUND THE FERRY TERMINAL REBUILD PROJECT CHANGE ORDER FOR ARKF, PER RESOLUTION # 11-2020-7
 Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	22,315.00
A.8843.900	TRANSFER TO CAPITAL..	22,315.00
H.2816.500	TRANSFER FROM GENERAL..	22,315.00
H.5110.210	NORTH FERRY REHAB	22,315.00
Total Amount:		89,260.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year:	2021	Period:	5	Trans Type:	B2 - Amend	Status:	Batch
Trans No:	4785	Trans Date:	05/03/2021	User Ref:	ROBERT		
Requested:	A. HUBBARD	Approved:		Created by:	ROBERT		05/03/2021
Description:	TO APPROPRIATE RESERVES FOR THE FUNDING OF ENGINEERING SERVICES FOR THE DEC ORDER ON CONSENT AT THE WWTP				Account # Order:	No	
					Print Parent Account:	No	

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	16,842.00
G.8130.201	EQUIPMENT / SECONDARY TREATMENT..	16,842.00
Total Amount:		33,684.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2021 Period: 5 Trans Type: B2 - Amend Status: Batch
Trans No: 4787 Trans Date: 05/03/2021 User Ref: ROBERT
Requested: W. MANWARING Approved: Created by: ROBERT 05/03/2021
Description: TO APPROPRIATE RESERVES TO FUND THE REHABILITATION OF THE AIR
CONDITIONING SYSTEM AT THE STATION ONE FIREHOUSE Account # Order: No

Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	22,778.00
A.3410 412	FIRE.REPAIR & MAINT - BUILD..	22,778.00
Total Amount:		45,556.00

**IMA Town of Southold and Village of Greenport
Town Pump Out Boats on Village Waterways**

Intermunicipal Agreement

This Agreement (“Agreement”) is between the Town of Southold (“Town”), a municipal corporation of the State of New York, having an office at 53095 Route 25, Southold, New York 11971 and the Village of Greenport, a municipal corporation of the State of New York having an office at 236 Third Street, Greenport, New York 11944.

Term of Agreement: Shall be from May 21, 2021 through October 31, 2021

Total Cost of Agreement: As provided in this Agreement

Whereas, the Town presently employs individuals to operate pump out boats in the various Southold Town Waterways; and

Whereas, the Village would like to utilize those Town Pump Out Boat Services in Village Waterways during special events, when their Village Pump Out Boat is inoperable or as other emergency need arises; and

Whereas, the Town needs to have locations available to it for the offload of effluent waste from the Town Pump Out Boat;

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

1. The Town will provide Pump Out Boat Services in Village Waterways when requested by the Village on an emergency basis and during special events in the Village from 11 a.m. until 5 p.m., upon advanced seven (7) days written notice beginning May 21, 2021 through October 31, 2021, conditioned upon the availability of the Town’s Pump Out Boat’s regular duties, and as may otherwise be agreed by the Town and the Village.

2. The pump out boat and staff thereon provided by the Town under this Agreement shall have all appropriate certifications as required and appropriate for employment as a pump out boat operator during all times that they are providing services under this Agreement.

3. The individuals that are provided to the Village by the Town to work at the Village waterways shall at all times be and remain employees of the Town, and covered by all required and respective Town insurance and benefit plans, and have all salary and other compensation and other payments that may accrue or be due to them paid to them by the Town. The individuals shall at all times remain and considered to be employees of the Town.

4. In consideration of this agreement the Village shall waive any and all pump out boat offload fees for the Town at their Village pump station at Mitchell Marina during a period of special event service and/or emergency service. All other times the Town shall be permitted to offload, and the Village shall accept, effluent waste from the Town Trustees’ Pump Out Boat at the Village Pump

**IMA Town of Southold and Village of Greenport
Town Pump Out Boats on Village Waterways**

Out Station at a rate of fifty-three cents (\$0.53) per gallon. The Mitchell Marina Dock Master or his/her designee and the Town Pump Out Boat Operator shall jointly agree on the amount of waste off loaded and shall note their records accordingly.

5. Indemnification: The Village agrees to hold harmless and indemnify the Town and its employees for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the Village or its officers or employees while acting within their scope or capacity of this agreement. The Town agrees to hold harmless and indemnify the Village and its employees for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the Town or its officers or employees while acting within their scope or capacity of this agreement.

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

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

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

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

Town of Southold

Village of Greenport

By: _____
Hon. Scott A. Russell
Supervisor

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

Date: _____

Date: _____

**IMA Town of Southold and Village of Greenport
Town Pump Out Boats on Village Waterways**

STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

On the day of April, in the year 2021, before me, the undersigned, personally appeared George W. Hubbard, Jr, Mayor of the Village of Greenport, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she the executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and office of person taking the
Acknowledgement

STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

On the day of April, in the year 2021, before me, the undersigned, personally appeared Scott A. Russell, Supervisor of the Town of Southold, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she the executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and office of person taking the
Acknowledgement

AGREEMENT, made this day of 2021 by and between the **Village of Greenport, with offices located at 236 Third Street, Greenport, New York 11944**, party of the first part (the "Village") and **James D. Schott, with a mailing address of P O Box 325, Greenport, New York 11944** (the "Contractor").

WITNESSETH: That for and in consideration of the premises and the agreements herein contained, and the payments herein provided to be made, the parties hereto agree as follows:

1. The Contractor shall perform all labor, and furnish all the materials, equipment, tools, and implements required to perform and complete the contract work, and will faithfully perform and complete in a satisfactory manner the entire work of the project for the Village of Greenport as described and in accordance with the specifications provided by the Village of Greenport for providing TECHNICAL SOUND SERVICES to the Village of Greenport exclusively, for the musical performance schedule for the 2021 Dances in the Park program for the following five (5) performances:

- August 2, 2021 – Winston Irie
- August 9, 2021 – Cravin Band
- August 16, 2021 – Southbound
- August 23, 2021 – No Request Band
- August 30, 2021 – That Motown Band

The stage area shall be in Mitchell Park, Greenport, NY. TECHNICAL SOUND SERVICES shall include: one engineer; erection and disassembly of all sound systems during the event. Contractor shall load-in and set-up with sufficient time for the performance to promptly start at 7:30 pm and is not to exceed 9:30 pm local time. Additional times for delivery and pick-up of stationary equipment will be determined and coordinated with the Village of Greenport.

2. In consideration of the Contractor satisfactorily performing this Contract the Village of Greenport shall pay for the above five (5) performances that evening by individual checks to the Contractor at Four-Hundred Dollars (\$ 400.00); each for a grand total amount of Two-Thousand Dollars (\$ 2,000.00); with one of the Four Hundred Dollar (\$ 400.00) payments to be made at the conclusion of each event and at the receipt of individual invoices for each performance date, in accordance with the terms of this agreement.

3. The Contractor shall not assign or subcontract this Contract or any part thereof without the prior written consent of the Village.

4. The Contractor will execute and provide release of liens and guarantees of payment of any suppliers or subcontractors prior to final payment.

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

6. The Contractor acknowledges that this Contract and the Contract Work is a public improvement project and subject to prevailing wage requirements as set forth in the New York State Labor Law and that the Contractor shall comply with all provisions of the New York State Labor Law applicable to public construction and improvement projects. The

Contractor shall insure that the Contractor and Contractor's subcontractors, if any, pay their laborers in compliance with the prevailing wage rate schedule published by the Department of Labor, as the same may be amended during the course of this project, and that the Contractor and the Contractor's Subcontractors shall file with the Village transcripts of their payrolls, subscribed, and affirmed under the penalty of perjury, in accordance with Section 220 of the Labor Law with any request for payment by the Village to the Contractor. Contractor may provide the Village of Greenport with an affidavit in suitable form attesting that the Contractor entity is a sole proprietorship and not subject to the prevailing wage requirements for that reason.

7. The Contractor shall procure and maintain, at its own expense, and without any contract expense to the Village, until final acceptance by the Village of the work and terms covered by the Contract, insurance for damages imposed by law, of the kinds and in amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under the Contract. All insurance provided herein shall name the Village of Greenport as additional insured and the Contractor shall provide insurance coverage as follows:

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

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

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

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

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

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

9. Contractor agrees to indemnify and hold the Village of Greenport harmless for any damages, fees or costs incurred by the Village of Greenport due to any negligent or intentional act or omission by Contractor.

10. Payment shall be made on the completion and acceptance of the contract work, and the submission by Contractor of the required documentation, including but not limited to any release of lien and guarantees of suppliers if required by the Village, and sworn payrolls if and as required by the New York State Labor Law.

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

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

VILLAGE OF GREENPORT

CONTRACTOR

BY _____
Hon. George W. Hubbard, Jr., Mayor

BY _____

(SEAL)

TITLE _____
(CORPORATE SEAL)

I _____, being duly sworn upon oath do depose and say:

That I am an independent contractor and am self-employed as a Contractor and do not currently employ others to perform a service for hire.

Date

Signature

Subscribed and sworn to me before me

This _____ day of _____, 2020

Notary Public

