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

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Third Street Firehouse
Greenport, New York

March 28, 2019
7:00 P.M.

B E F O R E:

GEORGE HUBBARD, JR. - MAYOR

JACK MARTILOTTA - DEPUTY MAYOR

MARY BESS PHILLIPS - TRUSTEE

DOUGLAS W. ROBERTS - TRUSTEE

JULIA ROBINS - TRUSTEE

JOSEPH PROKOP - VILLAGE ATTORNEY

SYLVIA PIRILLO - VILLAGE CLERK

PAUL PALLAS - VILLAGE ADMINISTRATOR

1 (The meeting was called to order at
2 7:00 p.m.)

3 MAYOR HUBBARD: Call the meeting to order.
4 Pledge to the flag.

5 (All stood for the Pledge of Allegiance)

6 MAYOR HUBBARD: Please remain standing for a
7 moment of silence for Mary Patricia Mosca, Maren
8 Marie Erickson, and Lieutenant Bill Sawicki.

9 (All remained standing for a moment of
10 silence.)

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

14 The annual Organizational Meeting will be
15 held at 6 p.m. on April 4th, 2019 at the Old
16 Schoolhouse.

17 The Annual Tentative Budget Hearing will be
18 held at 6:00 on April 9th, 2019 at the Old
19 Schoolhouse.

20 We've got two liquor license applications.
21 A New application for Werts East at 38 Front
22 Street. And a new application for the Gallery
23 Hotel, 314-316 Main Street. If anybody wants to
24 comment on those, you can address your comments to
25 the State Liquor Authority at their website, if

1 you have any comments.

2 Next order of business is a public hearing
3 on the wetlands permit application submitted by
4 PWIB Claudio's Real Estate. Public hearing has
5 been noticed. We do have -- the whole folder is
6 here. We have the CAC recommendations. Does the
7 CAC want to read those off or --

8 (No Response)

9 MAYOR HUBBARD: Okay. Just the CAC
10 recommendations. They met on March 13th at the
11 site. "The expiration of the permit shall be
12 consistent with the expiration of the New York
13 State Department of Environmental Conservation
14 permit, which is August 18th 2019.

15 Installation of a permanent pumpout facility
16 located for convenient boat access, with
17 appropriate signage visible to the boating public.

18 Consistent with the Village LWRP plan, the
19 application should provide the following:

20 An ongoing maintenance schedule for the
21 bulkhead, certification that the bulkhead has a
22 life expectancy of at least 30 years."

23 That's it. So they've made their
24 recommendations. That's all they had talked about
25 on it. So I now open up to the public, if anybody

1 wants to address the public hearing on Claudio's
2 wetlands permit application. No comments?

3 (No Response)

4 MAYOR HUBBARD: Okay. All right. Motion of
5 the Board?

6 TRUSTEE ROBINS: Well --

7 TRUSTEE MARTILOTTA: As far as?

8 MAYOR HUBBARD: Do you want to close? You
9 want to close the public hearing?

10 TRUSTEE MARTILOTTA: Oh, yeah.

11 TRUSTEE ROBINS: Yeah.

12 TRUSTEE MARTILOTTA: And I assume no one --
13 no one has anything?

14 MAYOR HUBBARD: Nobody wants to comment,
15 that's all.

16 TRUSTEE MARTILOTTA: Yeah. I'll move to
17 close the public hearing.

18 TRUSTEE PHILLIPS: Second.

19 TRUSTEE ROBINS: Somebody --

20 MAYOR HUBBARD: Motion and a second.

21 TRUSTEE MARTILOTTA: Oh, wait. Oh, I think
22 we have one there.

23 TRUSTEE PHILLIPS: We have one?

24 TRUSTEE MARTILOTTA: No?

25 TRUSTEE ROBINS: Do you want --

1 MR. MATSUOKA: I'll make a comment.

2 TRUSTEE MARTILOTTA: Okay.

3 MAYOR HUBBARD: Name and address for the --
4 that's, I mean --

5 (Laughter)

6 MR. MATSUOKA: I brought pictures.

7 ATTORNEY PROKOP: There's a motion. There's
8 a motion.

9 TRUSTEE PHILLIPS: Wait a minute, there's a
10 motion. We have -- we have to --

11 ATTORNEY PROKOP: You have to vote on the
12 motion.

13 TRUSTEE PHILLIPS: Mayor, we have a motion
14 that we have to finish because it got seconded.

15 CLERK PIRILLO: You have a motion and a
16 second, so we have to do something about that.

17 MAYOR HUBBARD: Okay.

18 CLERK PIRILLO: Or he can withdraw the
19 motion.

20 TRUSTEE MARTILOTTA: I'll withdraw the
21 motion.

22 MAYOR HUBBARD: You want to withdraw the
23 motion, and we'll take comment then?

24 TRUSTEE PHILLIPS: I'll second that.

25 MAYOR HUBBARD: All right.

1 TRUSTEE MARTILOTTA: Okay.

2 MAYOR HUBBARD: Motion and second to
3 withdraw the motion. Okay.

4 TRUSTEE MARTILOTTA: Sorry about that. MR.
5 MATSUOKA: I thought there would be more comments.

6 MAYOR HUBBARD: No. That's --

7 MR. MATSUOKA: So I just thought since it's
8 an open meeting -- I don't know if everyone could
9 see this.

10 TRUSTEE MARTILOTTA: Name and address.

11 MR. MATSUOKA: Maybe we would talk about
12 Claudio's for a little bit.

13 TRUSTEE MARTILOTTA: Name and address.

14 MAYOR HUBBARD: Just name and address for
15 the Transcriptionist.

16 MR. MATSUOKA: Sure. Name, Tora Matsuoka.
17 Address is -- that's a good question.

18 AUDIENCE MEMBER: 111 Main Street.

19 MR. MATSUOKA: 111 Main Street --

20 MAYOR HUBBARD: Right.

21 MR. MATSUOKA: -- Greenport. So, first off,
22 we're really excited to have the Claudio's
23 property. It's really an incredible thing that
24 the Claudio's family created. And the idea for us
25 is to grow upon that and to improve upon it.

1 One of the main focuses for us has been to
2 beautify the property and to continue the
3 beautification that connects to Marine Park.

4 One of the main things we noticed when we
5 started to operate the property was that there
6 were a lot of seemingly unattractive parts to the
7 property itself. The most important that were
8 obvious was this area here, which housed the
9 majority of the trash for the property itself.
10 Because the property also abuts up against all of
11 the back of these other buildings and restaurants,
12 all of their trash is kind of all over the place
13 here. And we thought it's a very curious place to
14 put the trash on the waterfront in such, you know,
15 a beautiful historic area. So in our attempt to
16 clean this up, we've moved to remove some of these
17 buildings that are here.

18 There was also 17 walk-ins on the property
19 when we took it over, 17. So the idea is also to
20 limit those, especially in view, so as people are
21 arriving from the ferries or by boat, or walking
22 from the park through Claudio's to Main Street,
23 they don't have to see all of that ugliness. And
24 the idea is to put it back in this area here, not
25 only to help keep all the other trash areas clean,

1 but to remove it, you know, as an eyesore from
2 where it was there.

3 As well, the idea in the future is to add
4 landscaping to the property to try and tie it
5 together. Right now it kind of just looks like
6 one large parking spot. And because, again, as
7 you're approaching Greenport from the water, we
8 wanted to connect that, you know, beautification
9 and greenscaping into the park area.

10 Some of the work that we're doing for the
11 wetlands permit is the bulkheads here and here,
12 which are -- if anyone has seen the property, is
13 in significant need of repair, the one there.
14 Most of the wood is floating in the water.

15 You know, we feel very excited to be part of
16 the Greenport community. We feel very excited to
17 be beautifying the property. And one of the
18 biggest pushes we're going make this coming season
19 is to keep the main restaurant open year-round.
20 You know, Claudio's employs upwards of 175 people,
21 many of them local students, teachers, and we'd
22 like to be able to employ those individuals
23 year-round.

24 Most of the year it's a philanthropy to do
25 these restaurants here, but it's an investment we

1 want to make in the community and into the
2 property.

3 Are there any questions that anyone has
4 about what we're doing? Yes.

5 MR. BULL: I have a question.

6 MR. MATSUOKA: Please.

7 MR. BULL: Stephen Bull, 24 Sandy Beach
8 Road.

9 So I applaud what you're doing, because it
10 came before the Historic Preservation Commission.
11 And I was looking at many of the elevations and --
12 of what you're going to be doing on these docks as
13 part of that task. So, you know, we -- I was
14 quite pleased to see what is going there.

15 But as I'm thinking about the wetland
16 permit, a number of boats come from Connecticut
17 and from other locations that tie up to the -- to
18 the piers at Claudio. What kind of arrangements
19 are you making in terms of people being able to
20 get off their boats and being able to tie up? I
21 don't see any floating docks such as the ones that
22 Preston has. So is it going to be the same as
23 before?

24 MR. MATSUOKA: So all the floating docks we
25 have are on this side of the property, as has

1 been, I assume, forever. So for boats that don't
2 come up off of the ladders that are along all of
3 these areas, you can also pull up in the front
4 here. There's a much wider deck space there. But
5 the floating docks will remain to be in this area.
6 There's I'd say 20 feet or so of floating docks,
7 two 10-foot, possibly longer.

8 MR. BULL: And so there'll be no boats
9 overnighting on these piers, it will just be
10 transient visitors that come to Claudio's?

11 MR. MATSUOKA: Predominantly transient
12 visitors.

13 MR. BULL: Okay. Thank you.

14 MR. MATSUOKA: My pleasure.

15 MAYOR HUBBARD: Okay. Thank you.

16 MR. MATSUOKA: Yeah. I put my email address
17 here. If anyone has any other questions, feel
18 free to email me. I'm always around and can
19 answer any questions.

20 MAYOR HUBBARD: Okay.

21 MR. MATSUOKA: Thanks.

22 MAYOR HUBBARD: Anybody else wish to address
23 the wetlands permit application?

24 MS. HALLIWELL: Kathy Halliwell, 128 Main
25 Street, Greenport.

1 I won't pretend I understand all this stuff
2 about wetlands permits or anything. All I know is
3 I think they have some great ideas, they want to
4 make improvements there. I am a business owner in
5 Greenport and I know I want to see them open as
6 soon as they can get open. They bring a lot of
7 people into the Village that shop, that spend
8 money, that eat at their restaurant and other
9 restaurants. So I hope it could work out where we
10 can get them going as soon as possible.

11 I can't even imagine if they're not open by
12 Memorial Day. I can't imagine a Memorial Day
13 without Claudio's being open. They've been here
14 what, 148 years? So I hope everything works out
15 and they can get going.

16 MR. MATSUOKA: Thank you.

17 MAYOR HUBBARD: Okay. Thank you. Anybody
18 else wish to --

19 MR. COSTELLO: Yeah, I'd like to address one
20 issue. Well, in the LWRP --

21 MAYOR HUBBARD: Just your name for --

22 MR. COSTELLO: John A. Costello.

23 MAYOR HUBBARD: Okay.

24 MR. COSTELLO: And I'm from Greenport,
25 outside the Village of Greenport, but I'm a

1 resident of the area, and I've been here my entire
2 life, born here, still here.

3 And one of the issues in the LWRP that was
4 mentioned when you described it was certification,
5 somebody that's going to certify that the -- any
6 structure, any structure is going to be here in a
7 30-year period. No -- you're going to be
8 hard-pressed to get somebody honestly that could
9 say it, to say that the roof on your house is
10 going to be there, the bulkhead will stay, and it
11 will never -- nobody's going to run into it,
12 nothing will ever collapse. The piling, some of
13 the piling do not last 30 years.

14 And in this LWRP it also states that you can
15 maintain. There is causes of maintaining things,
16 you have to do that. The Village of Greenport, in
17 their permit process, would they give you 30
18 years? No. The fact of the matter is they're
19 going to make application after application after
20 application.

21 One of the only good things about the LWRP
22 that is -- try to come up and state what you're
23 going to be doing over a period of time. I won't
24 be doing it, because I'm not going to last 30
25 years. But I can tell you what, there will be

1 bulkhead maintenance continually. They have
2 bulkheads that are all in need of repair, and they
3 will. Some were built by Jimmy Melrose, some were
4 Angelo Stepnoski, other -- they have been there.
5 They are going to need repair on an annual basis.
6 And if you don't spend the money each year to
7 maintain it, you are going to be into a situation
8 where you're going to have to maintain everything.

9 So that certification is a -- I would like
10 to know this actual legal description of what
11 you're going to require on somebody saying that.
12 Now that's 30 years. Probably half of you
13 probably won't be here, but that's -- I hope you
14 are.

15 TRUSTEE MARTILOTTA: Me, too.

16 MR. COSTELLO: I hope everybody's well.

17 (Laughter)

18 MR. COSTELLO: And I hope you have a
19 bulkhead at that time. Thank you.

20 MAYOR HUBBARD: Thank you. Anybody else
21 wish to address the Board on the public hearing?

22 TRUSTEE ROBERTS: I think I'm going to
23 exercise tomorrow.

24 (Laughter)

25 MAYOR HUBBARD: Okay.

1 TRUSTEE MARTILOTTA: Closing?

2 MAYOR HUBBARD: Yeah.

3 TRUSTEE MARTILOTTA: All right. I'll make a
4 motion to close.

5 TRUSTEE PHILLIPS: I'll second it.

6 MAYOR HUBBARD: All in favor?

7 TRUSTEE MARTILOTTA: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE ROBERTS: Aye.

10 TRUSTEE ROBINS: Aye.

11 MAYOR HUBBARD: Aye.

12 Opposed?

13 (No Response)

14 MAYOR HUBBARD: Motion carried.

15 Is there any discussion on the public
16 hearing we just had?

17 TRUSTEE ROBINS: I'd like to discuss the
18 possibility of calling for a vote on this motion
19 tonight. I know it's not -- it's not in the
20 resolution, but in the interest of trying to get
21 the bulk -- the bulkhead work that they're going
22 to perform started, and with the coming of
23 Memorial Day weekend upon us, I think that if the
24 contractor doesn't finish with this work by
25 Memorial Day weekend, it's going to have a serious

1 impact on the downtown Business District.

2 You know, there are -- right now, I counted
3 about 30 to 35 parking spaces that are barricaded
4 off. Those will be people looking for parking
5 elsewhere on the streets. We also have a new
6 opening of a hotel here that's going to have
7 additional impact on our parking that we don't
8 know anything about yet. And so I'm very
9 concerned that we could give these people the
10 opportunity to begin work right away.

11 I've read -- I've looked at all the plans,
12 I've read all the documents, and I think they've
13 been thoroughly vetted. So for this portion of
14 the work, which we're only talking about the
15 bulkhead pilings and the decking down in the
16 waterfront, I would be prepared to offer a motion
17 that we vote on this tonight.

18 MAYOR HUBBARD: Okay. Any other discussion?

19 TRUSTEE PHILLIPS: Well, I do believe that
20 there was another issue dealing with -- their
21 current DEC permit expires at the end of August;
22 is that not correct?

23 MAYOR HUBBARD: August 18th.

24 CLERK PIRILLO: 18th.

25 TRUSTEE PHILLIPS: August 18th. And I guess

1 my question is are they going to be able to even
2 get done by the August 18th date for the bulkhead,
3 all the work that they're planning on doing, which
4 means they can't get an extension from the DEC,
5 they'll have to start all over again. So I just
6 want to bring that up.

7 And I am interested in Mr. Costello's
8 comment about certification of the bulkhead. I --
9 that's a question I've never heard.

10 The other thing is the -- I do believe that
11 there was a request for a pumpout station at the
12 site. Where is that going to be located? I think
13 that was requested in the CAC's --

14 MAYOR HUBBARD: It's not a question, it's a
15 requirement --

16 TRUSTEE PHILLIPS: A requirement.

17 MAYOR HUBBARD: -- of the permit.

18 TRUSTEE PHILLIPS: All right. So where is
19 that going to be located on the property?

20 MAYOR HUBBARD: Well, I'm assuming it's
21 going to go at the end of the bulkhead, but, I
22 mean, we could ask the applicant on that, but it's
23 a stipulation that has to be done.

24 TRUSTEE PHILLIPS: Right.

25 MAYOR HUBBARD: I know the Village

1 Administrator has talked them, because there's
2 other sewer upgrades and work that needs to be
3 done with preexisting conditions that were down
4 there that needed to be corrected. And it's a
5 matter of just putting a pump on top of where the
6 pipe is going through, but that's a requirement of
7 the permit process. And the Village Administrator
8 has talked to people from Claudio's and they're
9 well aware of the fact that one has to be put in
10 and marked. That exact location, I don't have an
11 answer for that right now.

12 TRUSTEE ROBINS: Could I direct a question
13 to Mr. Costello, because he is the contractor.
14 Give us an estimate of what you think will be the
15 duration of the job to complete the bulkhead.

16 MR. COSTELLO: I can explain a couple of
17 those right off the bat.

18 The pumpout station, when the LWRP was
19 passed, Claudio's eventually, I don't know if they
20 did it within the three-year period, they had a
21 pumpout station. They do have a grinder pump and
22 well up on the east corner where Crabby Jerry's is
23 and they had it. It was in the -- underwater, and
24 whether they ever replaced it, I don't believe
25 they did. That's only my opinion. But that is

1 the location.

2 They have the area to accommodate it now.
3 And they told me, the gentleman managing the
4 place, that they were going to get a pumpout
5 station. And I would recommend that they put it
6 back in the same area that it was -- previously
7 was, because a lot of the work is there. That's
8 certainly -- I hope that helps --

9 TRUSTEE PHILLIPS: It does.

10 MR. COSTELLO: -- address that, Mary Bess.

11 MAYOR HUBBARD: The time frame on the
12 bulkhead work, John?

13 MR. COSTELLO: Pardon?

14 MAYOR HUBBARD: Trustee Phillips asked about
15 the time frame on doing the bulkhead work.

16 MR. COSTELLO: I tell you, it depends
17 upon -- if you don't get an approval today or -- I
18 don't know how I could do it. The one bulkhead in
19 front of the restaurant, that -- you talk about
20 certification. That should be certified, because
21 that was built in 1952, and it's been falling over
22 for almost 15 years. I've repaired it, seriously
23 repaired it several times in that period of time.
24 I put an additional piling in, I put plastic on
25 the front to stop the leakage, and I -- a year

1 ago, I asked Colin Ratsey to put that deck in
2 there temporarily, because somebody's going to
3 fall through a hole, and he did.

4 They are not permanent structures, they're
5 not fastened to anything, they could be picked up
6 and moved. And they're doing it for liability
7 reasons, and I think that was a wise move, and I
8 stayed out of it. I says, "Go get a carpenter who
9 is a lot less expensive than I, and get it done
10 for safety reasons," and you had the -- and the
11 Claudios did do that. Not the group that owns it
12 now, but Bill Claudio and Beatsy Claudio did it
13 and got it done.

14 TRUSTEE PHILLIPS: John, can I just ask one
15 question in reference to the bulkhead -- in
16 reference to the bulkhead?

17 MR. COSTELLO: Yes

18 TRUSTEE PHILLIPS: Similar to the pilings,
19 do you feel that this is more of an emergency
20 situation to get those bulkheads done?

21 MR. COSTELLO: Well, I -- one, for people
22 walking near them or driving near them, I think
23 the one in front of the restaurant is imminently
24 dangerous.

25 TRUSTEE PHILLIPS: Okay.

1 MR. COSTELLO: It could collapse. If you
2 looked at the road, you'll see a crack in the
3 road. The road is moving.

4 TRUSTEE PHILLIPS: Okay.

5 MR. COSTELLO: And Corazzini has been there
6 several times to patch it. It's still moving.
7 When it gets to a certain point, it could
8 collapse. Hopefully, there's not a crowd around
9 or a bunch of people, and it should be done.

10 TRUSTEE PHILLIPS: Okay.

11 MR. COSTELLO: Okay? Thank you.

12 TRUSTEE ROBINS: John, one more thing. So
13 just in terms of a time frame, again, when do you
14 think you could complete the work? I know you've
15 done -- been doing structural work down on the
16 pier, right, driving pilings --

17 MR. COSTELLO: Yes.

18 TRUSTEE ROBINS: -- and everything. So
19 that's already begun as per our --

20 MR. COSTELLO: That should be -- my portion
21 of it should be concluded momentarily, and there's
22 carpenter work that needs to be done out of that.
23 And there's no expansion outside of the perimeter
24 of anything.

25 Now the bulkhead would be right in the same

1 line. The only trouble is it would be straight,
2 probably. I can't say it's straight now, because
3 there's a section of it falling over. And when
4 we're done, we'll be pulling out a section of it
5 and we're replacing some of the mud that's in
6 there with clean sand. So that when it was
7 originally built, they had some problems with it.

8 TRUSTEE ROBINS: Okay. If work commenced on
9 that by the 1st of April, or thereabouts, okay,
10 we're looking at two months until Memorial Day.

11 MR. COSTELLO: Uh-huh.

12 TRUSTEE ROBINS: Is that a reasonable
13 window, or you can't predict that?

14 MR. COSTELLO: Right now, if somebody told
15 me to do it, I could get it done by the permit,
16 expiration by the DEC permit. We will -- we will
17 be --

18 TRUSTEE ROBINS: That's August.

19 MR. COSTELLO: We will be making
20 applications for renewal of a permit. They will
21 not just give you a blanket expansion, but they
22 will make an application, full application. We'll
23 start the permit process over.

24 TRUSTEE PHILLIPS: Okay.

25 MR. COSTELLO: And I think they'll respond

1 quickly, but I don't -- I don't want to do
2 anything in the middle of the summer, not in the
3 Village of Greenport. But I think we right now,
4 if you told me to -- if you told me go, I would
5 have the materials coming.

6 TRUSTEE ROBINS: Okay.

7 MR. COSTELLO: And I've made that aware to
8 all the suppliers, because it is going to be
9 tight. But I -- I don't know, I seem to get it
10 done. We have one crew, the "Can-Do Crew" my
11 brother had named.

12 (Laughter)

13 MR. COSTELLO: We'll get it done.

14 MAYOR HUBBARD: Okay. Thank you.

15 TRUSTEE ROBINS: Thanks.

16 TRUSTEE PHILLIPS: Okay. Thank you.

17 TRUSTEE ROBERTS: Point of order, Mr. Mayor.
18 There was a motion. We closed the hearing, we're
19 still kind of having the hearing. There was a
20 motion made, not seconded. Where are we?

21 MAYOR HUBBARD: Well, we closed the public
22 hearing. This was discussion normally that we
23 would have at our work session.

24 TRUSTEE ROBERTS: I see.

25 MAYOR HUBBARD: If the Board entertained --

1 the Board discussion of what we wanted to do, they
2 had questions directed to Mr. Costello.

3 TRUSTEE ROBERTS: Okay.

4 MAYOR HUBBARD: That's why he came back up,
5 because a Trustee had a question for him, because
6 he's going to be the contractor doing it.

7 TRUSTEE ROBERTS: Okay.

8 MAYOR HUBBARD: This --

9 TRUSTEE ROBERTS: So we're sort of having --

10 MAYOR HUBBARD: This is what we would do at
11 our normal -- this is the discussion the Board
12 would have after we close the public hearing. We
13 would have it the following month at our work
14 session.

15 TRUSTEE PHILLIPS: Work session.

16 TRUSTEE ROBERTS: Okay. So I can --

17 MAYOR HUBBARD: Yes. This is comment now
18 from the Board on the application.

19 TRUSTEE ROBERTS: Right. I would stay mum,
20 since I'm going off. But if we're voting tonight,
21 I might have to ask a couple of questions.

22 MAYOR HUBBARD: Yes. Well, I mean, it's the
23 feeling --

24 TRUSTEE ROBERTS: You're plans are --

25 TRUSTEE PHILLIPS: That's why we're

1 discussing it.

2 TRUSTEE MARTILOTTA: I think that's why
3 we're discussing it.

4 MAYOR HUBBARD: Right. I think that's what
5 we're discussing.

6 TRUSTEE ROBERTS: Okay. All right.

7 MAYOR HUBBARD: The feeling I believe right
8 now is that we're going to try to take a vote this
9 evening.

10 TRUSTEE ROBERTS: All right. Then I have a
11 question for Joe or you.

12 MAYOR HUBBARD: Uh-huh.

13 TRUSTEE ROBERTS: Do we have the language
14 written up, the SEQRA resolution?

15 MAYOR HUBBARD: Yes.

16 TRUSTEE ROBERTS: Conveniently, it is there.
17 Okay. So you're going to -- you're going to walk
18 that on and read it in?

19 MAYOR HUBBARD: Yes, we would do the --

20 TRUSTEE ROBERTS: Okay.

21 MAYOR HUBBARD: -- the SEQRA resolution and
22 the other resolution, if it came to that point.

23 TRUSTEE ROBERTS: Okay. I haven't seen
24 that.

25 TRUSTEE PHILLIPS: Yeah, I know.

1 MAYOR HUBBARD: I saw it this evening when I
2 got here.

3 TRUSTEE ROBERTS: Okay. Can you tell us,
4 does it include the CAC recommendations?

5 MAYOR HUBBARD: Yes, it does.

6 TRUSTEE ROBERTS: For the pumpout and the
7 30-year?

8 MAYOR HUBBARD: Per the recommendation of
9 the CAC, the expiration date permit.

10 TRUSTEE MARTILOTTA: It says it expires on
11 August 18th?

12 MAYOR HUBBARD: On August 18th, yes.

13 TRUSTEE PHILLIPS: August 18th, right.

14 TRUSTEE ROBERTS: Does it include the
15 pumpout and the 30-year certification? You have
16 it, too?

17 MAYOR HUBBARD: No, it does not.

18 TRUSTEE ROBINS: But this is just a copy of
19 the CAC.

20 TRUSTEE ROBERTS: Oh.

21 TRUSTEE ROBINS: I don't have that, no.

22 TRUSTEE ROBERTS: All right. So, Mayor,
23 right now you're the only one with a copy, but it
24 doesn't include the CAC recommendations, except
25 for the date?

1 MAYOR HUBBARD: All this has, it does not
2 have the pumpout on there, but that's -- that's
3 required of any wetlands permit that's done in a
4 marina. That's part of the LWRP, that's something
5 that's automatically in there.

6 TRUSTEE ROBERTS: As a matter of practice,
7 we've included it in the wetlands permits and then
8 we've enforced, and we go ask Townsend Manor Inn,
9 we went and made sure that they had --

10 MAYOR HUBBARD: Correct.

11 TRUSTEE ROBERTS: -- their pumpout. So
12 between now and when we vote, can Joe or someone
13 write that up so it's in there?

14 MAYOR HUBBARD: No. I could maybe write it,
15 including pumpout station. I mean, it's in the
16 report and everything else.

17 TRUSTEE ROBERTS: Yeah.

18 MAYOR HUBBARD: Just the last part of the
19 CAC recommendations has the date on it, it does
20 not have the pumpout station on there. And I'm
21 just going to put a comma, "including".

22 TRUSTEE ROBERTS: Okay. And then may I ask
23 the applicants a question, then?

24 MAYOR HUBBARD: I'm sorry, go ahead.

25 TRUSTEE ROBERTS: May I ask the applicants a

1 question?

2 MAYOR HUBBARD: Yes.

3 TRUSTEE ROBERTS: Okay. I'm just curious.
4 So everybody wants you guys open for Memorial Day.
5 I think everybody in general wants you to do
6 whatever you need to do. Why wasn't the
7 application in in October? Because I'll tell you
8 where I'm coming from. Every other person who
9 applies for a wetlands permit application here has
10 to go through a process, they have to wait a
11 month. So you own waterfront property, STIDD
12 Systems, Trustee Phillips, anybody who is doing
13 work, they've got to wait. So if -- so can you
14 sort of help us, help us -- help make the case for
15 why you should get a special exemption, besides
16 the fact that you're a very large business.

17 MR. MATSUOKA: Great question. So we
18 acquired the property in April of last year, and
19 as you may or may not know, the property has not
20 been in the greatest shape. We inherited it in
21 poor condition. So we've been rapidly trying to
22 look through and find all of the safety concerns
23 that we have everywhere among the whole property.

24 In the acquisition, we received the DEC and
25 Army Corps permits that were already in place. We

1 were not aware at that time that they needed to be
2 transferred to the new name. We thought that
3 because Claudio's had it and we were acquiring
4 their assets, we would receive that. So when we
5 went to submit it in October, it was noted that
6 the permits had to be in our name.

7 So the application has been in place for 10
8 years. The 10 years expires in August, but we
9 didn't know that it had to have a new name on it.
10 So we submitted that to the DEC and the Army
11 Corps. Fortunately, the DEC came back pretty
12 quick, but the Army Corps took a significant
13 amount of time. Part of the Government shutdown
14 they said was -- caused that delay. So once we
15 received that, we immediately submitted it, and
16 then here we are now.

17 TRUSTEE ROBERTS: But I was asking about why
18 there wasn't a Village wetlands application
19 earlier in the process.

20 MR. MATSUOKA: Right. We were not aware
21 also that we needed a wetlands permit. We thought
22 the permits for the bulkhead necessitated just the
23 DEC and the Army Corps, which we acquired in
24 the -- we received in the acquisition. So when we
25 received that, we finally got it put into our

1 name. Then the Village informed us that we also
2 needed a wetlands application to receive it, so we
3 submitted it at that time.

4 TRUSTEE ROBERTS: Mr. Costello is your
5 marine contractor and he didn't know you needed a
6 Village wetlands permit? I find that hard to
7 believe.

8 MR. MATSUOKA: I'm sure he did. Again, all
9 of this happened quite quickly, because we
10 realized that the amount of time -- so, first, it
11 was just this one. And when we started to
12 research the bulkheads here and realized that it
13 was in quite dire shape, we realized that we had
14 to act on that right away.

15 So, again, you know, receiving this
16 property, you know, there's a lot of learning that
17 goes into taking over a 200-year-old property.
18 So, you know, like an onion, we've been peeling
19 back the layers and finding out, oh, that's
20 broken; oh, that's broken; oh, this is broken. So
21 we were moving as quickly as we can.

22 TRUSTEE ROBERTS: Thank you.

23 TRUSTEE ROBINS: And, also, to be clear, you
24 know, I'm not necessarily offering an endorsement
25 and saying that, you know, well, you are entitled

1 to this, because you did not file -- file in a
2 timely fashion, as far as I'm concerned. What I'm
3 concerned about is the greater community and the
4 impact, because of your location, that you're
5 going to have on businesses and on the Village in
6 general. I think it's going to be tremendously
7 disruptive. So I hope moving forward that you do
8 continue to obey our, you know, code and file all
9 your applications in a timely fashion.

10 MR. MATSUOKA: Absolutely.

11 TRUSTEE ROBINS: But in this instance, my
12 making this motion does not have to do with, you
13 know, kind of giving you an exception. It's
14 because I believe you're going to have a major
15 impact on the flow, and the, you know, really
16 safety, and, you know, the working of the Village
17 at a very -- at our most challenging time of the
18 year for all of our residents.

19 MR. MATSUOKA: Thank you, Trustee Robins.
20 No, absolutely, we are not looking for any special
21 treatment, and we are not requesting any
22 necessarily. Our main concern here is safety.

23 This property is not used only as a
24 business, it's a part of the Greenport face.
25 People arrive by boat, they walk from the park

1 through our property. When they see the beautiful
2 water, they walk towards it. We actually had to
3 barricade the wharfs off, even though it's clear
4 that construction was being done there. We had to
5 barricade them off, because people were still
6 going out there. People fish there at night. You
7 know, lovebirds take strolls through there, you
8 know. It's a part of Greenport, and our biggest
9 concern is safety.

10 TRUSTEE PHILLIPS: On that note, I happen to
11 kind of agree with Trustee Roberts as far as
12 buying a property in the Village of Greenport, you
13 had attorneys. Someone fell asleep at the wheel,
14 I'll be honest with you, with your wetlands
15 permit. That's what I'm gathering from the
16 discussion.

17 My concern is the fact that in asking
18 Mr. Costello the safety factor of that bulkhead,
19 if it is truly an emergency situation, is truly a
20 danger to anyone who would be walking on it, or
21 even, even the buildings themselves if something
22 should collapse, I think that overrides all of the
23 Village activity in the summertime, all of the
24 other things. I think it behooves the waterfront
25 to be secure, as you're saying, for everyone

1 that's walking.

2 MR. MATSUOKA: Yeah.

3 TRUSTEE PHILLIPS: So I'm trying to justify
4 that to vote on this early is not because you're a
5 business in the Village of Greenport, because you
6 should be following the rules, and Trustee Roberts
7 is correct, like the rest of us. We all have to
8 do our due diligence in the process. But if that
9 creates a dangerous situation for anyone that's
10 either visiting, or residents, or your own staff,
11 then that's one of the reasons why I'm asking if
12 that truly is an emergency situation to fix that
13 bulkhead.

14 MR. MATSUOKA: Thank you. And, again, we
15 followed every application process that has --
16 we've been told, and we will continue to do that.

17 Again, as John points out, you know, this
18 property will outlive everyone in this room. And
19 the mission here is to do right in Greenport and
20 to make this safe, and we will continue to follow
21 the proper protocol.

22 We submitted -- well, after speaking with
23 John, we had an engineer come in and do an
24 inspection, and he wrote a report, which we
25 submitted with the wetlands application.

1 TRUSTEE PHILLIPS: You had Mr. Mazzaferro
2 come and do it, yes.

3 MR. MATSUOKA: Yes, Mr. Mazzaferro. And,
4 you know, he basically said the wharf will end up
5 in the water pretty soon.

6 TRUSTEE PHILLIPS: Well, that's -- that's
7 why I'm asking those questions, okay, is I -- I
8 have to, in my own mind as a Trustee, in
9 protecting our Village, and to go out of protocol
10 or procedure, have to have a really strong, a
11 strong reason to do that, okay?

12 MR. MATSUOKA: Thank you.

13 MAYOR HUBBARD: Okay. Just to clarify, the
14 application process, for us to go and issue or
15 even bring up a public hearing for a wetlands
16 permit application, they have to have the DEC and
17 Army Corps beforehand. So when they found that
18 mistake, when they applied to them, they didn't
19 come to us, because we required them to have them
20 in hand beforehand, because they're the experts in
21 the field, which is how we have with everyone. So
22 the two months it took them to go and do that is
23 what delayed them coming to us. They would have,
24 but we wouldn't accept it at the time.

25 MR. MATSUOKA: Right.

1 MAYOR HUBBARD: I'm just -- you know, just
2 trying to clarify where that went and the time
3 frame on that.

4 TRUSTEE ROBERTS: There was an existing one
5 that is 10 years old, and then there was a new
6 one.

7 TRUSTEE PHILLIPS: No.

8 TRUSTEE MARTILOTTA: No, it was a transfer.

9 MAYOR HUBBARD: They changed --

10 TRUSTEE PHILLIPS: No, no.

11 MAYOR HUBBARD: They changed the name on --

12 TRUSTEE ROBERTS: Right, needed to transfer
13 the ownership, got it.

14 MAYOR HUBBARD: Right.

15 TRUSTEE PHILLIPS: That's why they had the
16 deadline date of August.

17 TRUSTEE ROBERTS: I understand, right. Good
18 point.

19 MAYOR HUBBARD: When they had the paperwork
20 to give it to us in October, because we had --
21 Paul and I had a meeting with them, and everything
22 else, they had everything else. They thought the
23 permit that they were handing us was going to be
24 usable, and then they found out it had to be
25 switched to the name. They couldn't -- even

1 though they bought the naming of Claudio's, they
2 physically couldn't use that. So from October
3 until December, they worked on getting it in their
4 name, and then it came to us and Paul reviewed
5 them, and that's where they're two months behind
6 on what it was.

7 TRUSTEE ROBERTS: I see.

8 MAYOR HUBBARD: And the only reason, you
9 know, discussing this now, that's why I'm glad
10 that we are having discussion as a Board, because
11 normally we never -- only one time since I've been
12 on the Board that we denied somebody a wetland
13 permit application, and that was for something
14 that the whole community was against.

15 The discussion we're having now, we would
16 have had it next month, but the month of waiting
17 for us to just discuss all those issues, we're
18 trying to save that time, so that they can working
19 on it more sooner than later, because normally we
20 approve them anyway. It's more we had the public
21 hearing, everybody has a chance to think about it,
22 look it. But we've already got the D -- I mean,
23 the CAC report and everything else, so the idea
24 was, if we could, while the weather has broken
25 now, to get Mr. Costello down there and start the

1 work now, instead of waiting until our April 25th
2 meeting, when we say, "Any questions? No? Okay,
3 let's just vote on it."

4 And it was really just trying to get the
5 work done more sooner than later. That's why I
6 had these written up, just in case. But, you
7 know, as I told them and I told most of the Board
8 members, we talked about it, we'll see how the
9 public hearing goes. You know, nothing was set in
10 stone that we were going to do it. There was no
11 promises made or anything. I had this here in
12 case everybody was in favor of it, then we were
13 going to do it. So that's --

14 MR. MATSUOKA: If I may add, too, one key
15 element that's really important is all the Main
16 Street water drains drained at the bulkhead. If
17 the bulkhead collapses, which, if you've seen it
18 lately, is collapsing, it would clog the Main
19 Street water drain --

20 TRUSTEE PHILLIPS: Uh-huh.

21 MR. MATSUOKA: -- and Main Street would also
22 flood during rains. So it really -- it affects
23 everything in the Village. Fortunately for us, we
24 get to pay to fix it.

25 (Laughter)

1 MAYOR HUBBARD: Thank you.

2 TRUSTEE ROBINS: And then, moving forward,
3 since your current DEC permit is going to
4 expire --

5 MR. MATSUOKA: Yes.

6 TRUSTEE ROBINS: -- in August, have you
7 already begun the process of reapplying for your
8 continuing next 10 years of DEC?

9 MR. MATSUOKA: We wanted to wait to complete
10 this phase.

11 TRUSTEE ROBINS: Okay.

12 MR. MATSUOKA: And then we'll go through the
13 treacherous application process again.

14 TRUSTEE ROBINS: You have stewardship over a
15 significant amount of waterfront here in the
16 Village, so I hope you would respect that and are
17 good stewards. You seem to be trying to do that.

18 MR. MATSUOKA: We will continue to do our
19 best. Thank you.

20 MAYOR HUBBARD: Okay. Thank you. Any other
21 discussion at the Board?

22 TRUSTEE PHILLIPS: No.

23 TRUSTEE MARTILOTTA: No, it's good.

24 MAYOR HUBBARD: Okay. So we're going to
25 move forward and vote on this?

1 TRUSTEE PHILLIPS: Yeah.

2 MAYOR HUBBARD: Okay.

3 TRUSTEE PHILLIPS: Please.

4 TRUSTEE ROBERTS: Are going to do it now?

5 MAYOR HUBBARD: Yeah. You want to read the
6 SEQRA resolution, because you --

7 TRUSTEE ROBINS: Okay. RESOLUTION adopting
8 the attached SEQRA resolution regarding the
9 approval of the Wetlands Permit Application
10 submitted by Costello Marine Contracting
11 Corporation on behalf of PWIB Claudio Real Estate,
12 LLC for the property at 111 Main Street,
13 Greenport, New York, 11944; adopting lead agency
14 status, determining that the approval of the
15 application is an Unlisted Action for purposes of
16 SEQRA, and adopting a Negative Declaration
17 determining that the approval of the Wetlands
18 Permit Application will not have a significant
19 negative impact on the environment. So moved.

20 TRUSTEE MARTILOTTA: Second.

21 MAYOR HUBBARD: All in favor?

22 TRUSTEE MARTILOTTA: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 TRUSTEE ROBERTS: Aye.

25 TRUSTEE ROBINS: Aye.

1 MAYOR HUBBARD: Aye.

2 Opposed?

3 (No Response)

4 MAYOR HUBBARD: Motion carried. And we're
5 doing --

6 TRUSTEE MARTILOTTA: Sure.

7 MAYOR HUBBARD: Just that's including --

8 (Applause)

9 TRUSTEE MARTILOTTA: We don't have it yet.
10 We don't have it yet.

11 TRUSTEE ROBERTS: That's not it yet.

12 TRUSTEE PHILLIPS: We're not done yet.

13 TRUSTEE MARTILOTTA: We don't have it yet.

14 TRUSTEE PHILLIPS: We're not done yet. Not
15 done yet.

16 TRUSTEE MARTILOTTA: Slow down.

17 (Laughter)

18 AUDIENCE MEMBER: They have to vote.

19 TRUSTEE MARTILOTTA: All right.

20 RESOLUTION approving wetlands permit
21 application submitted by Costello Marine
22 Contracting Corporation on behalf of PWIB Claudio
23 Real Estate, LLC per the public hearing held on
24 March 28th, today, 2019 for the following work
25 description:

1 Area "A": Remove existing 10"x10" top wale.
2 Remove top 4' of existing sheet -- I'll say it
3 again -- sheet steel sheathing and existing face
4 piling. Construct 230' of new bulkhead
5 immediately in front of the existing bulkhead.
6 Fill void areas between old and new sheathing with
7 clean, trucked-in sand (approximately 56 cubic
8 yards). Replace disturbed asphalt pavement.

9 Area "B": Remove existing concrete slab as
10 needed. Construct new 40 -- construct 42' of new
11 steel bulkhead immediately in front of existing
12 bulkhead. Fill void area between old and new
13 sheathing with clean, trucked-in sand
14 (approximately 16 cubic yards). Replace disturbed
15 concrete slab.

16 Area "C": Construct 52' of new bulkhead
17 immediately in front of existing bulkhead. Fill
18 void areas between old and new sheathing with
19 clean, trucked-in sand (approximately 40 yards).
20 Replace disturbed asphalt pavement. Replace
21 safety railings.

22 Per the recommendation of the Conservation
23 Advisory Council, the expiration date of the
24 permit shall be August 18th, 2019, to maintain
25 consistency with the expiration of the New York

1 State Department of Environmental Conservation
2 permit. And just say including pumpout?

3 MAYOR HUBBARD: Yes.

4 TRUSTEE MARTILOTTA: Including pumpout
5 station. Got it? So moved.

6 TRUSTEE PHILLIPS: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE ROBERTS: Discussion.

9 MAYOR HUBBARD: Oh, discussion.

10 TRUSTEE ROBERTS: So we left out the 30-year
11 recommendation from the CAC. Can we amend and
12 add?

13 MAYOR HUBBARD: Yeah. I mean, that's on
14 there. It's never been on another application
15 that we've had. And as Mr. Costello said, I don't
16 know if anybody would actually do that, I mean, if
17 we can get that.

18 TRUSTEE PHILLIPS: Maybe I need to --
19 maybe --

20 TRUSTEE ROBERTS: This is why -- this is why
21 we usually take a few weeks to do this stuff,
22 because it's --

23 MAYOR HUBBARD: Well --

24 TRUSTEE ROBERTS: You know?

25 TRUSTEE PHILLIPS: Maybe we just need to

1 understand what the CAC was their driving force
2 for asking for such a certification that I've
3 never really heard of before. But maybe
4 Mr. Saladino can give us some direction as to why
5 the CAC felt that way.

6 MR. SALADINO: The LWRP mandates a
7 maintenance schedule for all new bulkhead and
8 replacement of existing bulkhead. No one had a
9 problem with a maintenance schedule from any
10 applicant. No member had a problem with the
11 maintenance schedule, we'll do this in this amount
12 of time, or we expect to do this a year from now,
13 or three years from now, we expect periodic
14 inspections of this, that steel bulkhead,
15 to permit -- so steel bulkheading zinc should be
16 applied, and we would expect the applicant to say
17 in what time frame they would do that, to apply
18 zincs to steel bulkhead.

19 The 30-year number, I honestly can't tell
20 you. It's in the LWRP. I honestly can't tell
21 you.

22 TRUSTEE PHILLIPS: In the old version of --
23 I mean, the current version that we're using, or
24 the new version?

25 TRUSTEE ROBERTS: The only adopted version.

1 MR. SALADINO: The one -- the one that we
2 have to go by.

3 MAYOR HUBBARD: Right, the one that we're
4 working under.

5 TRUSTEE MARTILOTTA: The one we're working
6 under.

7 MAYOR HUBBARD: But we've never requested
8 that of any other bulkhead that we've done.

9 TRUSTEE PHILLIPS: Yeah. No, we haven't --
10 I'll have to go back and look at it.

11 MAYOR HUBBARD: That's --

12 MR. SALADINO: I can't -- in my dozen years
13 on the CAC, I can't --

14 TRUSTEE PHILLIPS: No.

15 MR. SALADINO: I could remember a
16 maintenance schedule.

17 TRUSTEE PHILLIPS: Yeah.

18 MR. SALADINO: I can't remember the 30-year
19 number.

20 TRUSTEE PHILLIPS: Me either.

21 MR. SALADINO: I can't tell you here and now
22 how that became a part of our report.

23 TRUSTEE ROBERTS: All right. I'm good.

24 MAYOR HUBBARD: Okay.

25 TRUSTEE ROBINS: Are you okay with that?

1 All right. I was going to say also that we're not
2 talking just about -- it's not so much the 30
3 years, it's the certification. And with what
4 we've experienced with storms, and, you know,
5 events, and things like that, that are beyond the
6 control of anybody --

7 MR. SALADINO: Well, I think it's --

8 TRUSTEE ROBINS: It's hard to certify, is
9 what I think John was saying.

10 MR. SALADINO: I think -- I think the
11 certification, the 30-year number is part of the
12 certification process. I think the logic behind
13 the language in the LWRP is, is that you get
14 someone that's installing a bulkhead to kind of
15 make assurances to the Village that it's going to
16 last at least 30 years.

17 In my experience on the CAC, we've never
18 made that request before. I'm not -- and, again,
19 just not to repeat myself, I'm just not quite sure
20 how we made that request this time.

21 TRUSTEE PHILLIPS: Okay.

22 MAYOR HUBBARD: Okay.

23 MR. SALADINO: As far as the maintenance
24 schedule, I don't think that's --

25 MAYOR HUBBARD: No.

1 MR. SALADINO: -- that's beyond the
2 capability of any applicant, you know, to tell us
3 what they plan to do at some particular time to
4 ensure that the bulkheads or the sheathing, you
5 know.

6 TRUSTEE MARTILOTTA: Well, if I may, Mr.
7 Saladino. When I read yours, what I took of it,
8 less of you looking for a 30-year guarantee, and
9 more, you're looking for maintenance schedule,
10 whatever the proper wording is, such that it would
11 last 30 years. You know what I mean?

12 MR. SALADINO: Well, we kind of thought --

13 TRUSTEE MARTILOTTA: So that things would be
14 replaced and fixed.

15 MR. SALADINO: Well, I think that's the
16 language of the LW -- I think that's the logic
17 behind the language of the LWRP, that if there is
18 a maintenance schedule by a certified
19 dock-builder --

20 TRUSTEE MARTILOTTA: Sure.

21 MR. SALADINO: -- by someone that knows the
22 business --

23 TRUSTEE PHILLIPS: Right.

24 MR. SALADINO: -- and he goes to an
25 applicant and he says, "Listen, for this to last

1 30 years" --

2 TRUSTEE PHILLIPS: You need to --

3 MR. SALADINO: -- "at five years you have to
4 do this, at 10 years you have to do this, at 15
5 years you have to do this."

6 TRUSTEE MARTILOTTA: To avoid where we're at
7 right now, right? I mean, in all fairness, I
8 mean, the thing needs a tremendous amount of work,
9 probably because some of these deadlines were
10 missed, I would assume. I would assume?

11 MAYOR HUBBARD: Yeah.

12 MR. SALADINO: John would be better
13 qualified to answer that --

14 TRUSTEE MARTILOTTA: I mean, is that fair?

15 MR. SALADINO: -- than me. I'm not --

16 TRUSTEE MARTILOTTA: Or I'm not -- well, it
17 doesn't matter, I guess. But, I mean, that --
18 when I read it, I read it as less we're looking
19 for Mr. Costello to guarantee his work for 30
20 years, as how are you -- how are you going to
21 maintain it --

22 MR. SALADINO: I don't think that was
23 anybody's intention.

24 TRUSTEE MARTILOTTA: How are you going to
25 maintain it or -- and/or fix it in such a way that

1 this, this initial construction that we're doing
2 now will be serviceable.

3 MR. SALADINO: I don't think that was
4 anyone's intention --

5 TRUSTEE MARTILOTTA: Okay.

6 TRUSTEE PHILLIPS: Okay.

7 TRUSTEE MARTILOTTA: All right.

8 MR. SALADINO: For the contractor to
9 guarantee his work for 30 years.

10 MAYOR HUBBARD: So why don't you take, take
11 the original. Let's --

12 TRUSTEE MARTILOTTA: You have the original,
13 I believe.

14 MAYOR HUBBARD: No.

15 TRUSTEE MARTILOTTA: I have it?

16 MAYOR HUBBARD: You just read it.

17 TRUSTEE MARTILOTTA: Yeah, and you took it
18 back.

19 TRUSTEE PHILLIPS: You took it back.

20 TRUSTEE ROBERTS: Okay. So I'm good with
21 the 30-year thing not being in. I did want to
22 say, as a matter of discussion --

23 MAYOR HUBBARD: Okay.

24 TRUSTEE ROBERTS: I'm sorry.

25 MAYOR HUBBARD: No. I was going to say we

1 could add in, because this is -- well, we could
2 put "An ongoing maintenance schedule for the
3 bulkhead," add that as part of the resolution, not
4 the 30-year certification.

5 TRUSTEE ROBERTS: Second.

6 TRUSTEE ROBINS: Perfect.

7 MAYOR HUBBARD: Okay?

8 TRUSTEE MARTILOTTA: I think that's great.

9 TRUSTEE PHILLIPS: That's good.

10 MAYOR HUBBARD: All right. So we're adding
11 that on as the last line of that, "An ongoing
12 maintenance schedule for the bulkhead."

13 TRUSTEE ROBERTS: Do we need to vote on the
14 amendment?

15 TRUSTEE PHILLIPS: Yeah.

16 MAYOR HUBBARD: Yeah, we should change that.
17 All right.

18 TRUSTEE MARTILOTTA: Okay.

19 TRUSTEE PHILLIPS: Change it, okay. So
20 amend?

21 TRUSTEE ROBERTS: I think you so amended.
22 Second.

23 TRUSTEE MARTILOTTA: You want me to do it?

24 MAYOR HUBBARD: Yeah, go ahead, make a
25 motion.

1 TRUSTEE MARTILOTTA: I make a motion to
2 amend -- to include the language, "An ongoing
3 maintenance schedule for the bulkhead."

4 TRUSTEE ROBERTS: Second.

5 MAYOR HUBBARD: Okay. All in favor of the
6 amendment?

7 TRUSTEE MARTILOTTA: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE ROBERTS: Aye.

10 TRUSTEE ROBINS: Aye.

11 MAYOR HUBBARD: Aye.

12 Opposed?

13 (No Response)

14 MAYOR HUBBARD: That part is carried.

15 Any other discussion on the overall motion?

16 TRUSTEE ROBERTS: Please. I just -- to me,
17 the wetlands, the wetlands permit process is one
18 of the most important things we do, and it should
19 always be about the wetlands and protecting the
20 wetlands and protecting the water.

21 These other points that have been made are
22 fantastic about how we need Claudio's open, we
23 need the business, we need the people. That's
24 Planning Board. This is about wetlands. So that,
25 to me, this is a decision about what's good for

1 the water course. And I think Trustee Phillips,
2 and Mayor, and some of you all have made great
3 points about the emergency factor. That was new
4 information for me tonight.

5 So, I mean -- but I would encourage, just as
6 you all go forth with your new colleague up here,
7 if other folks are in an emergency and maybe
8 they're a small business, or maybe they're a
9 homeowner, you know, give them the same, the same
10 courtesy of a potential fast-track process as
11 we're giving to these good folks tonight.

12 MAYOR HUBBARD: Okay. Any other discussion
13 on the motion?

14 TRUSTEE MARTILOTTA: I'm good.

15 MAYOR HUBBARD: All right. All in favor?

16 TRUSTEE MARTILOTTA: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 TRUSTEE ROBERTS: Aye.

19 TRUSTEE ROBINS: Aye.

20 MAYOR HUBBARD: Aye.

21 Opposed?

22 (No Response)

23 MAYOR HUBBARD: Motion carried.

24 TRUSTEE MARTILOTTA: All right.

25 MAYOR HUBBARD: That's passed.

1 TRUSTEE MARTILOTTA: Now you clap.

2 (Applause)

3 MAYOR HUBBARD: Okay. All right. At this
4 point, I'll open up the meeting to anybody to
5 address the Board on any topic. Yeah.

6 TRUSTEE PHILLIPS: Do you want to give some
7 of those that want to leave to go?

8 MAYOR HUBBARD: Yeah.

9 MS. NEFF: Hi. Ellen Neff, long time
10 resident of the Village.

11 Good evening, Mr. Mayor and Trustees. I
12 have a brief statement about the Greenport -- I
13 mean, the New York State Green Light Program,
14 about unlicensed -- a new form of licenses.

15 Twelve states and two territories have now
16 expanded access to driver's licenses for
17 motorists, regardless of their immigration status.
18 Currently, New York bars over 80 -- 800,000
19 undocumented immigrants from getting licenses.
20 However, in this Legislative session, Green Light
21 New York: Driving Together, Senate Bill 1747, and
22 Assembly Bill 3675, would give immigrant New
23 Yorkers equal access to this basic transportation
24 necessity.

25 Access to driver's license is an important

1 matter of public safety, community integration and
2 economic growth. Licensing undocumented immigrant
3 drivers ensures that they're informed of traffic
4 laws, are operating a registered and inspected and
5 insured vehicle. Allowing access will build trust
6 with law enforcement.

7 Here in the East End, where robust public
8 transportation is lacking, access to licenses is
9 essential to meeting daily basic needs,
10 participating in community life. Expanding access
11 will give undocumented immigrants the right to
12 drive to school, drive, attend school, worship and
13 see -- seek healthcare. Access is good economic
14 policy. It allows access to help lower insurance
15 premiums for all residents.

16 I urge that the Board urge our Senator, Ken
17 LaValle, and our Assemblyman, Anthony Palumbo, to
18 vote in favor of the Driver's License Access and
19 Privacy Act when they have an opportunity to do so
20 in this Legislative session. Thank you.

21 MAYOR HUBBARD: Thank you.

22 TRUSTEE PHILLIPS: Thank you.

23 MS. NEFF: I have a copy for you and a few
24 information things. Here's a copy. Thank you.

25 TRUSTEE ROBERTS: Thanks, Ellen. Thank you.

1 MAYOR HUBBARD: Hang on one second, Ellen.

2 MS. NEFF: Sure.

3 MAYOR HUBBARD: I just, on behalf of the
4 Board, I want to thank you for the time that you
5 have served on our Zoning Board of Appeals.

6 MS. NEFF: Thank you, George.

7 MAYOR HUBBARD: Okay. Ten years?

8 MS. NEFF: Yes.

9 (Applause)

10 MAYOR HUBBARD: Been on the Board for 10
11 years. She's moving on. And thank you for the
12 time in the Village.

13 MS. NEFF: I can't wait to come to more
14 hearings.

15 (Laughter)

16 MAYOR HUBBARD: Anybody who wants to leave
17 now, they can.

18 (Laughter)

19 MAYOR HUBBARD: I'll just pause for a
20 moment.

21 TRUSTEE ROBERTS: It's going to be really
22 fun.

23 MR. MATSUOKA: Thank you. Thank you very
24 much.

25 TRUSTEE ROBERTS: Nice job, guys. Thank you.

1 MAYOR HUBBARD: Have a good night.

2 TRUSTEE ROBERTS: Thank you. Thanks.

3 MAYOR HUBBARD: Have a good night.

4 TRUSTEE PHILLIPS: Well, that certainly
5 emptied the room.

6 MAYOR HUBBARD: Yes, it did, cleared out the
7 room. Okay. Anybody else?

8 TRUSTEE ROBERTS: You can get your seat
9 back.

10 MAYOR HUBBARD: Go ahead, John.

11 MR. SALADINO: John Saladino, Sixth Street.
12 If you didn't say anything about Ellen, I was
13 going to get up and say something about Ellen.

14 MAYOR HUBBARD: Okay. Well, I beat you to
15 it. Sorry.

16 MR. SALADINO: A dozen years on the Zoning
17 Board, who could imagine.

18 I have one question, one comment about one
19 item on the agenda, Resolution No. 27. It said
20 the approvals of the Wetland Permit shall have a
21 term of two years from the date of the approval,
22 and the applicant shall be required to request,
23 request approval from the Suffolk County
24 Department of Health Services for the existing
25 cesspool.

1 I would ask that perhaps you -- that you
2 modify that to say request and obtain approval
3 before -- before a wetlands permit is issued. I
4 mean, it's one thing to ask and not get.

5 MAYOR HUBBARD: Okay. I believe that was
6 the wording that came from your CAC report, so we
7 took the wording right off of your report.

8 MR. SALADINO: Well, actually --

9 MAYOR HUBBARD: I'm just --

10 MR. SALADINO: -- not to -- not to belabor
11 this point, because we've been through it a lot.

12 MAYOR HUBBARD: Right.

13 MR. SALADINO: I mean, the idea behind the
14 CAC's report was -- was that the application would
15 be submitted to the Department of Health Services.
16 If they signed off on it, there would be no
17 objection from anybody on the CAC.

18 MAYOR HUBBARD: Okay.

19 MR. SALADINO: The way this resolution reads
20 is all the applicant has to do is submit a
21 request, it doesn't say that they have to get an
22 approval. What you guys do, obviously --

23 MAYOR HUBBARD: That was the intention,
24 John. So we could just add "an approval" on the
25 end of that when we get to that part of the

1 agenda.

2 MR. SALADINO: That would be perfect.

3 Thank you.

4 And just one last question. Everybody,
5 everybody left.

6 (Laughter)

7 MR. SALADINO: Is John Costello the
8 contractor for Claudio's?

9 TRUSTEE PHILLIPS: Yes.

10 TRUSTEE MARTILOTTA: Yeah.

11 MAYOR HUBBARD: Yes.

12 MR. SALADINO: Okay. Because there was a
13 question. When the CAC made their inspection and
14 we talked to the contractor, we kind of got the
15 impression from him that he wasn't going to be the
16 contractor. So we're just wondering if he's, in
17 fact -- I'm wondering.

18 MAYOR HUBBARD: He did the pilings there and
19 everything else, and what he said this evening,
20 that he was going to be doing the other work, so
21 that's --

22 MR. SALADINO: Well, we know he was doing
23 the pilings as emergency work, but a question came
24 up about the -- about the bulkheading in the
25 parking lot and the other stuff. And, again, it

1 was a nice day, maybe I wasn't listening. So, you
2 know, I kind of got the impression from the guy
3 that he wasn't going to be the contractor. If
4 things changed, that's fine.

5 MAYOR HUBBARD: Okay.

6 MR. SALADINO: Thank you.

7 MAYOR HUBBARD: I'm assuming that he is from
8 the discussion, but you know what happens when you
9 assume, so I do not know for sure.

10 (Laughter)

11 MAYOR HUBBARD: Okay? Thank you.

12 MR. SALADINO: Thanks.

13 MAYOR HUBBARD: Anybody else wish to address
14 the Board?

15 MR. BULL: Stephen Bull, 24 Sandy Beach.
16 And I'm talking about the same resolution that my
17 colleague has just addressed.

18 When I was here last week, and talking to
19 the few Trustees that were here, it was my
20 understanding that at the end of that meeting that
21 a notification would be given to the Suffolk
22 County Department of Health to see if there was
23 an -- if there was some action that they wanted to
24 take that would be a condition of this resolution.

25 And I believe it was Joe Prokop and Paul

1 Pallas that had done some investigation on this,
2 that said if the house was raised, and there were
3 no more increased usage as a result of say
4 expanding the footprint of the house, that the
5 simple addition of a few feet of pipe that would
6 be sent to service the existing sewer system, or
7 septic system, or in this case cesspool, would not
8 require having to get a requested -- required
9 approval from the Suffolk County Board of Health,
10 which Mr. Saladino knows that is virtually
11 impossible to get in this particular situation,
12 that all the homes on Sandy Beach have a cesspool.

13 And after the conversation we had last week,
14 John Saladino said to me personally that it would
15 be his best -- his vision that a bulldozer were to
16 come in and remove all the houses from Sandy Beach
17 because of the cesspool, and the cesspools that
18 we're having.

19 So I am now -- with this language, it's
20 going to be impossible for me to fulfill this,
21 this requirement as it's written. So I would
22 request that this resolution be postponed, that we
23 open this up for a public hearing, that if need
24 be, I'll bring in a lawyer, and we'll get some
25 sort of a discussion going whether or not the

1 increase of the -- of the sewer pipe, length of
2 the waste pipe from the house in order to -- that
3 would be satisfactory, or whether -- because what
4 would happen -- what happens, when John Saladino
5 brought it up, and very clearly, he was talking
6 about, well, if you do it for one, you should do
7 it for all. But, instead, I'm being singled out.

8 My house cannot be raised. We heard about a
9 wetlands permit that came in here today that was
10 fast-tracked through this thing, through this
11 process, which I'm -- I'm in favor of, of the need
12 for that particular circumstance. But, as Douglas
13 Roberts said, so I'm the small guy, I'm the little
14 guy. I'm on the beach, right? I'm trying to
15 raise my house out of harm's way. That's why I
16 came -- that's why I'm asking for a wetlands
17 permit, and now I'm given a death sentence on that
18 process.

19 So my dwelling will be at risk for any
20 hurricane until a sewer system is installed on
21 that beach, given this. And I just think that
22 this is -- I was -- I've been -- this is the
23 second time I've applied for a wetlands permit.
24 The very first time I applied for it, which was I
25 think a couple of years ago, I was adding a couple

1 of hundred square feet. That was defeated, so I
2 came back. John Saladino knows that, and he spoke
3 on the same issue then. John Saladino was
4 passionate about this, and he's as passionate as I
5 am on this. And I just think it's very unfair.

6 And I would ask the Trustees to reconsider
7 this resolution, and we put this back on the
8 calendar for a public hearing and for further
9 discussion, rather than have you vote on this
10 resolution tonight. Thank you.

11 MAYOR HUBBARD: Okay. Thank you.

12 TRUSTEE PHILLIPS: Mayor, may I just ask --

13 TRUSTEE ROBERTS: I want to --

14 MAYOR HUBBARD: Go ahead.

15 TRUSTEE PHILLIPS: Mayor. Mayor, can I ask
16 Mr. Bull a question, please?

17 MR. BULL: Yes.

18 TRUSTEE PHILLIPS: I just want to reconfirm
19 something. You're requesting that we table this
20 resolution for your wetlands permit tonight, is
21 that what you're requesting of us?

22 MR. BULL: Yes, I am.

23 TRUSTEE PHILLIPS: Okay. I just want to be
24 clear on that, that's what you're requesting.

25 MR. BULL: I'm requesting a table, but I'm

1 also requesting that we open this up again for
2 either a public hearing, or some sort of action
3 that the Trustees can take, because I don't know
4 all of the procedures that would be required that
5 would allow further discussion on this particular
6 part of this, and also a revisiting of the CAC
7 recommendations that were made by John Saladino.

8 TRUSTEE PHILLIPS: Mr. Mayor, I'm just
9 asking, because I think that it would be best for
10 us and for Mr. Bull and for Mr. Saladino --

11 MR. SALADINO: No, I get what you're saying.

12 TRUSTEE PHILLIPS: Okay, if we table this.
13 And then we as a Board decide how we're going to
14 proceed with either information gathering, or how
15 to proceed in clarifying some of the questions
16 that have been raised, not only at the work
17 session, but apparently right now. I'm just --
18 that's why I'm asking about the table, that's all.

19 MR. BULL: Thank you so much.

20 TRUSTEE ROBERTS: May I ask? May I ask you
21 a question?

22 MR. BULL: Yes.

23 MAYOR HUBBARD: Sure.

24 TRUSTEE ROBERTS: So if you were -- if you
25 were doing this out in the Town of Southold, they

1 would tell you the same thing, I think, the Town
2 Trustees, and they would tell you to go get a
3 green septic, and then you could get your approval
4 tonight. And just make sure you get a green
5 septic and you're good.

6 MR. BULL: So --

7 TRUSTEE ROBERTS: Is that right?

8 MR. BULL: So I had actually explored that
9 possibility.

10 TRUSTEE ROBERTS: Okay.

11 MR. BULL: And one of the disadvantages I
12 have, of course, is that the -- although it's a
13 legal use, the lot is undersized, and there's no
14 place to actually put a green septic system in.
15 And if the sewer does come, then I'm being asked
16 to either make an investment now, which could cost
17 in the tens of thousands of dollars to put in such
18 a green septic system, which -- or there could be
19 another possibility, I could try to put a tank in
20 the ground and have it pumped out. But in all of
21 those considerations, because, as John Saladino
22 knows very well, there's only about a two-foot
23 water table there, underneath there.

24 So there's -- so according to the -- to the
25 regulations of the -- of the -- of Suffolk County

1 Board of Health, you'd have to have -- you'd have
2 to bring in a lot of sand, or come up with a
3 different way of actually being able to provide
4 some sort of a working septic system there that
5 would be more than just what it is now.

6 TRUSTEE ROBERTS: Okay.

7 TRUSTEE ROBINS: Steve, Stephen, I would
8 like to see quotes. I'd like to know what the
9 cost of your, you know, lifting of the building
10 is. And, also, if you could obtain a quote and
11 some more information about what an onsite green
12 septic system would cost. I would like to know
13 what you're actually looking at in terms of
14 expenses, okay?

15 MR. BULL: Okay. And then, of course, there
16 is a consideration that I would have to go to the
17 Zoning Board for an appeal to put that septic
18 system in, because it would not be -- it would --
19 it would be too close to my neighbors and it would
20 be too close to the house. You know, that's part
21 of the other issues that --

22 TRUSTEE ROBERTS: I don't think so.

23 MR. BULL: Well, I --

24 TRUSTEE ROBERTS: It's underground.

25 MR. BULL: I will get the -- what you have

1 requested. I'll get -- I will hire somebody to
2 get us some more information about some of the
3 issues around the different possibilities of
4 putting some sort of a septic system in and I'll
5 get a price on that.

6 TRUSTEE ROBINS: Yeah, because I've actually
7 done quite a bit of research into that, and there
8 are actually septic systems that are built for
9 very small lots that are close to water and
10 everything like that. So, you know, they're a
11 little bit of a greater search. You might find
12 something to bring back to us.

13 MR. BULL: Thank you.

14 TRUSTEE ROBINS: I'd appreciate that.

15 MR. BULL: Maybe I'll talk to you --

16 TRUSTEE ROBINS: Okay.

17 MR. BULL: -- off mic and maybe get some
18 hints and some people to talk to. Thank you.

19 TRUSTEE ROBERTS: Are you sure you don't
20 want approval tonight, so you can at least get the
21 process -- so if you decide to go that route, you
22 could go, versus waiting another two months.

23 MR. BULL: I can't go.

24 TRUSTEE ROBERTS: Okay.

25 MR. BULL: If I have to -- if I have to meet

1 this resolution as written here, there's no --
2 it's -- I'm dead in the water, as far as I'm
3 concerned. It's too -- the constraint is too
4 tight. I think John Saladino can talk a little
5 bit about that, too.

6 MAYOR HUBBARD: Okay. Thank you.

7 MR. SALADINO: As some of you might know, my
8 name is John Saladino. We've heard it enough this
9 evening.

10 (Laughter)

11 MR. SALADINO: I would also like to point
12 out, I'm one member of a five-member advisory
13 committee, so it's not I made this decision. It
14 wasn't up to me to make this decision. It was the
15 consensus of five members who've been to the site
16 more than once, understand exactly what's going on
17 there.

18 The system that the CAC uses -- and I'm sure
19 yous all know this, but I'll say it for the
20 public. The system that the CAC uses, they're not
21 policemen. They don't -- they don't go around
22 town making clandestine inspections. We get
23 invited to a property. We don't look at the
24 neighbor's property, we look at the property that
25 we're invited to. Once you're invited to that

1 property because of an application that you've
2 made, we don't focus on the narrow band of what
3 you're asking, we look at the property as a whole,
4 the same way the Zoning Board does, the same way
5 the HPC does, the same way that the other
6 statutory, the Planning Board does.

7 So when this property came the first time,
8 it wasn't rejected by the CAC. One of the
9 recommendations that it was -- that was made was
10 that an approved septic system would be installed.

11 The application originally was rejected by
12 the Building Inspector because of the condition of
13 the building, and it was her opinion that the
14 building couldn't be raised. What happened after
15 that, why the applicant withdrew the application,
16 you would have to ask him.

17 The second time this application came in
18 front of this Board, the CAC made the same
19 recommendation. The CAC loves when people raise
20 their houses, they absolutely love it. Nobody
21 wants anybody's house floating into the bay.
22 Nobody wants what's ever stored under the floor of
23 the house leaching in the bay.

24 The code is clear. I'm not making this up.
25 This is not some Saladino concept that I dreamed

1 up in the back of the room here. Your code is
2 clear. It's your code, it's not mine. It's your
3 code, your code is clear. If you're within 200
4 feet of a municipal sewer system, you're obligated
5 to hook up. If you're not within 200 feet of a
6 municipal sewer system, you're required to install
7 a system that's improved -- approved by both the
8 DEC and the Suffolk County Department of Health
9 Services. The DEC usually defers to Suffolk
10 County, because they -- they just do, I don't
11 know why.

12 The code also goes on -- Chapter 105, if
13 anybody's interested, also goes on to say that
14 this type of system that's installed on Sandy
15 Beach will not be maintained. I read the
16 definition to this Board of "maintained". The
17 first line of Merriam-Webster's Dictionary for the
18 definition of "maintain" is to go forward. The
19 intention of the code is clear, that these types
20 of system shouldn't go forward.

21 As far as being dead in the water, that's
22 not even close to being true. There's many
23 systems that can be installed. They don't have to
24 be dug into the ground. There doesn't have to be
25 tanks buried into the ground.

1 Just off the top of my -- I installed a
2 sanitary system on my boat. I purchased a
3 macerating toilet, China bowl, household size. It
4 was \$535 with the water valve. I had a custom
5 tank made for the boat, albeit it was small, but
6 it was a custom tank designed to fit inside a
7 specific space, it was \$200. A 500 gallon marine
8 approved holding tank is \$675. If you add the
9 price of the toilet, the price of the tank, the
10 price of the couplings, the -- I use sanitary
11 hose, it's \$12 a foot. But on a land site -- an
12 upland application, you could use PVC, \$100 worth
13 of material and the price of somebody to install
14 it. He's raising the house 13 feet. You could
15 install a 500 gallon tank under the floorboards of
16 the house, vent it to the atmosphere.

17 So to say that there are no systems, the
18 size of my lot, zoning wouldn't allow it, is
19 hyperbole at best.

20 So the choice here is we can do the right
21 thing, and, hopefully, as an example to Mr. Bull's
22 neighbors, if he did the right thing, as an
23 example to them, perhaps the other neighbors on
24 Sandy Beach will get the civic spirit and do the
25 right thing.

1 To suggest that -- and as far as
2 (laughing) -- I apologize for laughing. As far
3 as -- as far as bulldozing all the houses up, that
4 would solve everybody's problem. You know, I said
5 it as a joke, but the reality is that would solve
6 everybody's problem, you know, just bulldoze all
7 the houses and you don't have to worry about
8 septic over there anymore. Maybe it's hard for
9 him to believe, but it was a joke.

10 So that's where we stand now. It wasn't
11 Saladino that killed this project. It was
12 Saladino as a member of an advisory committee that
13 voted unanimously to make these recommendations.
14 The recommendation is based in our code, it's
15 based in best practice.

16 If -- we've had a public hearing. I don't
17 know what -- aside from the 26 other homeowners --
18 25 other homeowners from that particular area
19 showing up here and voicing their objection to
20 these recommendations, I'm not sure what you would
21 learn. You know, every time somebody gets
22 disappointing news do we have a second public
23 hearing. You're the Village Board, it's up to you
24 to decide that.

25 Thank you. Thanks for listening.

1 MAYOR HUBBARD: Anybody else wish to address
2 the Board?

3 MS. GORDON: Dinni Gordon, 152 Sixth Street.
4 I'm going to be very brief.

5 A couple of -- a couple of months ago I came
6 before you to say -- to express my concern about
7 the fact that we don't have a Building Inspector.
8 And I had a wonderful meeting with Mary Bess after
9 that in which she pointed out that what we really
10 need is something even larger, a kind of Community
11 Development Director who looks at the big picture,
12 but maybe that's unrealistic financially, and I
13 think I understand that.

14 But what I've been observing recently is how
15 much the Village is changing and how -- to what
16 extent, it's because new people, and new
17 resources, and new ideas are coming in all the
18 time, and new money, and it's -- you know, the new
19 hotel on the corner, thank goodness, on replacing
20 that eyesore on the corner of Third Street and
21 Front. There are the recent restaurant purchases
22 and sales. There are homes being rebuilt and
23 renovated all over the Village with new people
24 involved and new money involved. And all these
25 things, and I could site many more, all these

1 things raise issues of traffic, and density, and
2 the environment.

3 And it's probably -- I don't know enough
4 about the Village budget to know whether it's
5 unrealistic to have a Community Development
6 Director, I'll leave that to you. But I'm
7 thinking that as you approach the Organizational
8 Meeting and think about how you want the Village
9 to operate in the next four years, say, the
10 next -- the period for the Mayor's next term, one
11 of the things you I think should be thinking about
12 is what is the sort of first line -- first line of
13 defense for all these changes, this development,
14 and how do you look at that in a large, large way?
15 And one of the ways to do that is I think to --
16 I'm not sure what the word is, reorganize, but to
17 consider the Planning Board as the first line of
18 defense, along with the Village Board of Trustees,
19 and perhaps to reorganize that, perhaps to give it
20 more authority, perhaps to find new leaders for
21 that.

22 I'm not criticizing the current individuals,
23 but thinking that the Planning Board really -- I
24 mean, I'm on the Zoning Board and I think that's
25 very important. But I think the Planning Board is

1 even more important, because it really has the
2 potential to shape the future for the Village, and
3 to initiate ideas and plans and specific proposals
4 for the Board itself, for the Village Board.

5 So I just -- I guess I'm saying that I hope
6 you will use the Organizational Meeting to think
7 about some of these issues, and to -- and to focus
8 maybe on the Planning Board. Thank you.

9 MAYOR HUBBARD: Thank you.

10 MS. ALLEN: Chatty Allen, Third Street.

11 I would like to commend this Board. I don't
12 feel you fast-tracked Claudio's. You saw the need
13 that had to be done. The warmer weather is here.
14 I have walked down in that area, and it needed to
15 be approved this evening, instead of waiting
16 another whole month with warmer weather. And it
17 could be potentially dangerous to someone, be it
18 an employee, member of our community, or a
19 visitor. So I commend you for taking the steps
20 that you did this evening. So, hopefully, before
21 it gets too much warmer, they can secure a bunch
22 of what's down there.

23 And I also want to thank having our TCO,
24 Greg Morris, at the ferry line. I've always said
25 sometimes just the presence of authority does a

1 lot of good. I mean, this morning I was floored.
2 On my high school run, it was already down to
3 Sixth Street at twenty after seven in the morning,
4 and no one is in intersections. It's been very
5 pleasant. I'm not for sitting on that line for so
6 long, but just the presence of someone being there
7 really helps. So I want to commend you for
8 having, and having him down there early.

9 You know, I know in the past, you know,
10 because I don't feel that the Village should have
11 to be doing that, that should be Shelter Island,
12 but, regardless, I want to commend you for taking
13 the steps.

14 And, also, for fixing the huge pothole on
15 Sixth Street as fast as it got done.

16 (Laughter)

17 I didn't really see it. One of my little
18 ones said, "Ms. Chatty, why is there a cone in the
19 middle of the road?" And I'm like, "Where?" I'm
20 driving on Front Street. We had to loop around
21 because of the ferry, and I said, "That was a deep
22 hole." And I think by that afternoon it was
23 already replaced, so thank you for the quick work
24 on that. Thank you.

25 MAYOR HUBBARD: Thank you.

1 MS. ALLEN: And, Doug, thank you for your
2 past four years.

3 TRUSTEE ROBERTS: Thank you. See you in the
4 morning.

5 MS. ALLEN: Yeah.

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

8 (No Response)

9 MAYOR HUBBARD: Okay. At this point, we'll
10 move on to our regular agenda.

11 I'll offer *RESOLUTION #03-2019-1,*
12 *RESOLUTION adopting the March, 2019 agenda as*
13 *printed.* So moved.

14 TRUSTEE MARTILOTTA: Second.

15 MAYOR HUBBARD: All in favor?

16 TRUSTEE MARTILOTTA: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 TRUSTEE ROBERTS: Aye.

19 TRUSTEE ROBINS: Aye.

20 MAYOR HUBBARD: Aye.

21 Opposed?

22 (No Response)

23 MAYOR HUBBARD: Motion carried.

24 TRUSTEE ROBERTS: *RESOLUTION #03-2019-2,*
25 *RESOLUTION accepting the monthly reports of the*

1 *Greenport Fire Department, Village Administrator,*
2 *Village Treasurer, Village Clerk, Village*
3 *Attorney, Mayor and Board of Trustees. So moved.*

4 TRUSTEE ROBINS: Second.

5 MAYOR HUBBARD: All in favor?

6 TRUSTEE MARTILOTTA: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE ROBERTS: Aye.

9 TRUSTEE ROBINS: Aye.

10 MAYOR HUBBARD: Aye.

11 Opposed?

12 (No Response)

13 MAYOR HUBBARD: Motion carried.

14 TRUSTEE ROBINS: *RESOLUTION #03-2019-3,*
15 *RESOLUTION declaring as surplus, and no longer*
16 *needed for municipal purposes, the Greenport Fire*
17 *Department Ford Explorer known as the "80" (First*
18 *Responder) vehicle, and further authorizing the*
19 *sale of the vehicle to the highest bidder, with a*
20 *minimum bid of \$1,000. So moved.*

21 TRUSTEE MARTILOTTA: Second.

22 MAYOR HUBBARD: All in favor?

23 TRUSTEE MARTILOTTA: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 TRUSTEE ROBERTS: Aye.

1 TRUSTEE ROBINS: Aye.

2 MAYOR HUBBARD: Aye.

3 Opposed?

4 (No Response)

5 MAYOR HUBBARD: Motion carried.

6 TRUSTEE MARTILOTTA: *RESOLUTION #03-2019-4,*
7 *RESOLUTION accepting the proposal as submitted by*
8 *H2M, dated January 4, 2019 to prepare the Annual*
9 *Water Supply Statement / Consumer Confidence*
10 *Report, and the corresponding supplemental data*
11 *package; to submit the -- to submit the Annual*
12 *Supply Statement and Supplemental Data Package to*
13 *the Suffolk County Department of Health Services,*
14 *at a total cost of over -- of \$2,000; to be*
15 *expensed from Account F.8310.413 (Special*
16 *Services).* So moved.

17 TRUSTEE PHILLIPS: Second.

18 MAYOR HUBBARD: All in favor?

19 TRUSTEE MARTILOTTA: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE ROBERTS: Aye.

22 TRUSTEE ROBINS: Aye.

23 MAYOR HUBBARD: Aye.

24 Opposed?

25 (No Response)

1 MAYOR HUBBARD: Motion carried.

2 TRUSTEE PHILLIPS: *RESOLUTION #03-2019-5,*
3 *RESOLUTION accepting the proposal as submitted by*
4 *J.R. Holzmacher P.E., LLC dated March 18th, 2019*
5 *to prepare the requisite Annual MS-4 Report; and*
6 *to submit the Annual MS-4 Report to the New York*
7 *State Department of Environmental Conservation, at*
8 *a total cost of \$1,500; to be expensed from*
9 *Account A5110.450 -- (coughing) sorry --*
10 *(Miscellaneous Expense), and authorizing Mayor*
11 *Hubbard to sign the agreement between the Village*
12 *of Greenport and J.R. Holzmacher P.E., LLC. So*
13 *moved.*

14 TRUSTEE ROBERTS: Second.

15 TRUSTEE PHILLIPS: Boy, that was rough.

16 TRUSTEE ROBERTS: Good job.

17 MAYOR HUBBARD: All in favor?

18 TRUSTEE MARTILOTTA: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE ROBERTS: Aye.

21 TRUSTEE ROBINS: Aye.

22 MAYOR HUBBARD: Aye.

23 Opposed?

24 (No Response)

25 MAYOR HUBBARD: Motion carried.

1 TRUSTEE ROBERTS: Do you want me to read
2 yours? I can if you need me to.

3 RESOLUTION #03-2019-6, RESOLUTION
4 *authorizing the attendance of Trustee Robins and*
5 *Village Administrator Pallas at the NYAPP 2019*
6 *Annual Conference from April 15th, 2019 through*
7 *April 18th, 2019 in Saratoga Springs, New York at*
8 *a conference fee of \$350.00 and a room rate of*
9 *\$139.00 per night, with meal, mileage and travel*
10 *expenses to be reimbursed in accordance with the*
11 *Village Travel Reimbursement Policy, to be*
12 *expensed from Account E.0782.000 (Management*
13 *Services). So moved.*

14 TRUSTEE ROBINS: Second.

15 MAYOR HUBBARD: All in favor?

16 TRUSTEE MARTILOTTA: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 TRUSTEE ROBERTS: Aye.

19 TRUSTEE ROBINS: Aye.

20 MAYOR HUBBARD: Aye.

21 Opposed?

22 (No Response)

23 MAYOR HUBBARD: Motion carried.

24 TRUSTEE ROBINS: RESOLUTION #03-2019-7,
25 RESOLUTION affirming the non-financial based

1 TRUSTEE PHILLIPS: Aye.

2 TRUSTEE ROBERTS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 TRUSTEE PHILLIPS: *RESOLUTION #03-2019-9,*
9 *RESOLUTION hiring Matthew Lasorsa as a full-time*
10 *Engineering Aide at a pay rate of \$20 per hour,*
11 *effective April 17th, 2019. All health insurance*
12 *and other full-time employment benefit provisions*
13 *specified in the current contract between the*
14 *Village of Greenport and CSEA Local 1000 apply to*
15 *this hiring, as does the standard twenty-six week*
16 *Suffolk County Civil Service probationary period.*
17 So moved.

18 TRUSTEE ROBERTS: Second.

19 MAYOR HUBBARD: All in favor?

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 TRUSTEE ROBERTS: Aye.

23 TRUSTEE ROBINS: Aye.

24 MAYOR HUBBARD: Aye.

25 Opposed?

1 (No Response)

2 MAYOR HUBBARD: Motion carried.

3 TRUSTEE ROBERTS: *RESOLUTION #03-2019-10,*
4 *RESOLUTION authorizing Village Administrator*
5 *Pallas to work with Historic Preservation Chairman*
6 *Bull on a Certified Local Government Intensive*
7 *Survey Grant, the purpose of which is to survey*
8 *all of the properties within the Village of*
9 *Greenport to measure and document all of the*
10 *historic assets of the Village; with a maximum of*
11 *\$2,000 of in-kind services, and a maximum monetary*
12 *expense of \$1,000 to be incurred by the Village of*
13 *Greenport, accepting the attached proposal from*
14 *Preservation Studios, and further authorizing*
15 *Village Administrator Pallas to sign the*
16 *corresponding grant application paperwork on*
17 *behalf of the Village of Greenport. So moved*

18 TRUSTEE ROBINS: Second.

19 MAYOR HUBBARD: All in favor?

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 TRUSTEE ROBERTS: Aye.

23 TRUSTEE ROBINS: Aye.

24 MAYOR HUBBARD: Aye.

25 Opposed?

1 (No Response)

2 MAYOR HUBBARD: Motion carried.

3 TRUSTEE ROBINS: *RESOLUTION #03-2019-11,*
4 *RESOLUTION approving an increase in the hourly*
5 *wage rate for Adam Brautigam, from \$17.00 to*
6 *\$19.50 per hour, effective April 3rd, 2019 owing*
7 *to the assumption of additional duties, per*
8 *Article VII (Salaries and Compensation),*
9 *Section 9 (a) - Merit Clause - of the collective*
10 *bargaining agreement currently in force between*
11 *the Village of Greenport and CSEA Local 1000. So*
12 *moved.*

13 TRUSTEE MARTILOTTA: Second.

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE MARTILOTTA: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE ROBERTS: Aye.

18 TRUSTEE ROBINS: Aye.

19 MAYOR HUBBARD: Aye.

20 Opposed?

21 (No Response)

22 MAYOR HUBBARD: Motion carried.

23 TRUSTEE MARTILOTTA: *RESOLUTION #03-2019-12,*
24 *RESOLUTION authorizing Treasurer Brandt to perform*
25 *the attached Budget Amendment #4087, to*

1 *appropriate reserves to fund electrical testing at*
2 *the Power Plant, and directing that Budget*
3 *Amendment #4087 be included as part of the formal*
4 *meeting minutes for the February 28, 2019 regular*
5 *meeting of the Board of Trustees. So moved.*

6 TRUSTEE PHILLIPS: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE MARTILOTTA: Aye.

9 TRUSTEE PHILLIPS: Aye.

10 TRUSTEE ROBERTS: Aye.

11 TRUSTEE ROBINS: Aye.

12 MAYOR HUBBARD: Aye.

13 Opposed?

14 (No Response)

15 MAYOR HUBBARD: Motion carried.

16 TRUSTEE PHILLIPS: *RESOLUTION #03-2019-13,*
17 *RESOLUTION authorizing Treasurer Brandt to perform*
18 *attached Budget Amendment #4088, to appropriate*
19 *reserves to fund the repair of Power Plant*
20 *Engine #6, and directing that Budget Amendment*
21 *#4088 to be included as part of the formal meeting*
22 *minutes for the March 28th, 2019 regular meeting*
23 *of the Board of Trustees. So moved.*

24 TRUSTEE ROBERTS: Second.

25 MAYOR HUBBARD: All in favor?

1 TRUSTEE MARTILOTTA: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBERTS: Aye.

4 TRUSTEE ROBINS: Aye.

5 MAYOR HUBBARD: Aye.

6 Opposed?

7 (No Response)

8 MAYOR HUBBARD: Motion carried.

9 TRUSTEE ROBERTS: *RESOLUTION #03-2019-14,*
10 *RESOLUTION authorizing Treasurer Brandt to perform*
11 *attached Budget Amendment #4089, to appropriate*
12 *reserves to fund the repair of the Railroad Dock,*
13 *and directing that Budget Amendment #4089 be*
14 *included as part of the formal meeting minutes for*
15 *the March 28th, 2019 regular meeting of the Board*
16 *of Trustees. So moved.*

17 TRUSTEE ROBINS: Second.

18 MAYOR HUBBARD: All in favor?

19 TRUSTEE MARTILOTTA: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE ROBERTS: Aye.

22 TRUSTEE ROBINS: Aye.

23 MAYOR HUBBARD: Aye.

24 Opposed?

25 (No Response)

1 MAYOR HUBBARD: Motion carried.

2 TRUSTEE ROBINS: *RESOLUTION #03-2019-15,*
3 *RESOLUTION authorizing Treasurer Brandt to perform*
4 *attached Budget Amendment #4090, to appropriate*
5 *reserves to fund the purchase and installation of*
6 *two (2) emergency generators for the Sewer*
7 *Department, and directing that Budget Amendment*
8 *#4029 (sic) (#4090) be included as part of the*
9 *formal meeting minutes for the March 28th, 2019*
10 *regular meeting of the Board of Trustees. So*
11 *moved.*

12 TRUSTEE MARTILOTTA: Second.

13 MAYOR HUBBARD: All in favor?

14 TRUSTEE MARTILOTTA: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE ROBERTS: Aye.

17 TRUSTEE ROBINS: Aye.

18 MAYOR HUBBARD: Aye.

19 Opposed?

20 (No Response)

21 MAYOR HUBBARD: Motion carried.

22 TRUSTEE MARTILOTTA: *RESOLUTION #03-2019-16,*
23 *RESOLUTION authorizing Treasurer Brandt to make an*
24 *additional contribution in the amount of*
25 *\$43,665.00 to the Volunteer Firefighter Length of*

1 *Service Award Program for the Village of Greenport*
2 *Fire Department. So moved.*

3 TRUSTEE PHILLIPS: Second.

4 MAYOR HUBBARD: All in favor?

5 TRUSTEE MARTILOTTA: Aye.

6 TRUSTEE PHILLIPS: Aye.

7 TRUSTEE ROBERTS: Aye.

8 TRUSTEE ROBINS: Aye.

9 MAYOR HUBBARD: Aye.

10 Opposed?

11 (No Response)

12 MAYOR HUBBARD: Motion carried.

13 TRUSTEE PHILLIPS: *RESOLUTION #03-2019-7*

14 *(sic) (RESOLUTION #03-2019-17) RESOLUTION*

15 *scheduling a public hearing for the 2019-2020*

16 *Tentative Annual Village Budget at 6:00 p.m. on*

17 *April 9th, 2019 at the Old Schoolhouse, Front and*

18 *First Streets, Greenport, New York 11944; and*

19 *directing Clerk Pirillo to notice the budget*

20 *hearing accordingly. So moved*

21 TRUSTEE ROBERTS: Second.

22 MAYOR HUBBARD: All in favor?

23 TRUSTEE MARTILOTTA: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 TRUSTEE ROBERTS: Aye.

1 TRUSTEE ROBINS: Aye.

2 MAYOR HUBBARD: Aye.

3 Opposed?

4 (No Response)

5 MAYOR HUBBARD: Motion carried.

6 TRUSTEE ROBERTS: RESOLUTION #03-2019-18,
7 RESOLUTION authorizing the use of Community
8 Development Block Grant money in the amount of
9 \$180,305.00 for the purpose of funding the
10 following projects for ADA compliance:
11 Fifth Street Restroom Rehabilitation,
12 Fifth Street Playground Equipment Upgrade,
13 Sidewalk Apron Renovations, and with any
14 additional required funding to be provided by the
15 Village. So moved.

16 TRUSTEE ROBINS: Second.

17 MAYOR HUBBARD: All in favor?

18 TRUSTEE MARTILOTTA: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE ROBERTS: Aye.

21 TRUSTEE ROBINS: Aye.

22 MAYOR HUBBARD: Aye.

23 Opposed?

24 (No Response)

25 MAYOR HUBBARD: Motion carried.

1 TRUSTEE ROBINS: *RESOLUTION #03-2019-19,*
2 *RESOLUTION approving the attached "First Amendment*
3 *to Standard Lease Agreement", from T-Mobile*
4 *Northeast LLC, regarding the extension of the*
5 *existing lease agreement between the Village of*
6 *Greenport and T-Mobile from July 17, 2023 through*
7 *July 17, 2028 for the site located at Washington*
8 *Avenue, and authorizing Mayor Hubbard to sign the*
9 *agreement between the Village of Greenport and*
10 *T-Mobile Northeast LLC. So moved.*

11 TRUSTEE MARTILOTTA: Second.

12 MAYOR HUBBARD: All in favor?

13 TRUSTEE MARTILOTTA: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 TRUSTEE ROBERTS: Aye.

16 TRUSTEE ROBINS: Aye.

17 MAYOR HUBBARD: Aye.

18 Opposed?

19 (No Response)

20 MAYOR HUBBARD: Motion carried.

21 TRUSTEE MARTILOTTA: *RESOLUTION #03-2019-20,*
22 *RESOLUTION approving the Public Assembly Permit*
23 *Application submitted by the Business Improvement*
24 *District for use of a portion of Mitchell Park*
25 *from 10:00 a.m. through 12 noon on April 20th,*

1 *2019 for the Annual Egg Roll, and corresponding*
2 *activities. So moved.*

3 TRUSTEE PHILLIPS: Second.

4 MAYOR HUBBARD: All in favor?

5 TRUSTEE MARTILOTTA: Aye.

6 TRUSTEE PHILLIPS: Aye.

7 TRUSTEE ROBERTS: Aye.

8 TRUSTEE ROBINS: Aye.

9 MAYOR HUBBARD: Aye.

10 Opposed?

11 (No Response)

12 MAYOR HUBBARD: Motion carried.

13 TRUSTEE PHILLIPS: *RESOLUTION #03-2019-21,*
14 *RESOLUTION approving the Public Assembly Permit*
15 *Application submitted by Denise Gillies on behalf*
16 *of The Friends of Mitchell Park, to use a portion*
17 *of Mitchell Park from 9:00 a.m. through 10:00 a.m.*
18 *every Saturday from June 1st, 2019 through*
19 *October 26th, 2019 for Tai Chi instruction, which*
20 *will be at no cost to the public. So moved.*

21 TRUSTEE ROBERTS: Second.

22 MAYOR HUBBARD: All in favor?

23 TRUSTEE MARTILOTTA: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 TRUSTEE ROBERTS: Aye.

1 TRUSTEE ROBINS: Aye.

2 MAYOR HUBBARD: Aye.

3 Opposed?

4 (No Response)

5 MAYOR HUBBARD: Motion carried.

6 TRUSTEE ROBERTS: *RESOLUTION #03-2019-22,*
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*
11 *7:00 a.m. through 5:00 p.m. from September 20th,*
12 *2019 through September 23rd, 2019; for the annual*
13 *Maritime Festival.* So moved.

14 TRUSTEE ROBINS: Second.

15 MAYOR HUBBARD: All in favor?

16 TRUSTEE MARTILOTTA: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 TRUSTEE ROBERTS: Aye.

19 TRUSTEE ROBINS: Aye.

20 MAYOR HUBBARD: Aye.

21 Opposed?

22 (No Response)

23 MAYOR HUBBARD: Motion carried.

24 TRUSTEE ROBINS: *RESOLUTION #03-2019-23,*
25 *RESOLUTION authorizing the suspension of the open*

1 *container law of the Village of Greenport, per*
2 *Sections 35-3B and 35-3C of the Greenport Village*
3 *Code, for the Festival parameters of the East End*
4 *Seaport Museum Maritime Festival, from 9:00 a.m.*
5 *through 5:00 p.m. on September 21st, 2019 and from*
6 *noon to 5:00 p.m. on September 22nd, 2019 for the*
7 *annual Maritime Festival. So moved.*

8 TRUSTEE MARTILOTTA: Second.

9 MAYOR HUBBARD: All in favor?

10 TRUSTEE MARTILOTTA: Aye.

11 TRUSTEE PHILLIPS: Aye.

12 TRUSTEE ROBERTS: Aye.

13 TRUSTEE ROBINS: Aye.

14 MAYOR HUBBARD: Aye.

15 Opposed?

16 (No Response)

17 MAYOR HUBBARD: Motion carried.

18 TRUSTEE MARTILOTTA: I apologize.

19 *RESOLUTION #03-2019-24, RESOLUTION approving*
20 *the request of the Eastern Long Island Hospital to*
21 *close Main Street from Bay Avenue to the southern*
22 *terminus at Claudio's Circle, and to close Front*
23 *Street from Main Street west to First Street, on*
24 *June 15th, 2019 from 9:00 a.m. through 11:30 a.m.*
25 *for the Eighth Annual North Fork Water Race. So*

1 moved.

2 TRUSTEE PHILLIPS: Second.

3 MAYOR HUBBARD: All in favor?

4 TRUSTEE MARTILOTTA: Aye.

5 TRUSTEE PHILLIPS: Aye.

6 TRUSTEE ROBERTS: Aye.

7 TRUSTEE ROBINS: Aye.

8 MAYOR HUBBARD: Aye.

9 Opposed?

10 (No Response)

11 MAYOR HUBBARD: Motion carried.

12 TRUSTEE PHILLIPS: *RESOLUTION #03-2019-25,*

13 *RESOLUTION approving the request of the Floyd*

14 *Memorial Library, in conjunction with the Village*

15 *of Greenport Summer Camp program, for the gratis*

16 *use of the Carousel on July 30th, 2019 beginning*

17 *at 10:00 a.m. for the Summer Reading Program. So*

18 *moved.*

19 TRUSTEE ROBERTS: Second.

20 MAYOR HUBBARD: All in favor?

21 TRUSTEE MARTILOTTA: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE ROBERTS: Aye.

24 TRUSTEE ROBINS: Aye.

25 MAYOR HUBBARD: Aye.

1 Opposed?

2 (No Response)

3 MAYOR HUBBARD: Motion carried.

4 TRUSTEE ROBERTS: Now is this --

5 TRUSTEE PHILLIPS: Are we going to table
6 this?

7 MAYOR HUBBARD: Yes. I'll offer *RESOLUTION*
8 *#03-2019-26* to be tabled.

9 TRUSTEE ROBERTS: Second.

10 MAYOR HUBBARD: All in favor?

11 TRUSTEE MARTILOTTA: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 TRUSTEE ROBERTS: Aye.

14 TRUSTEE ROBINS: Aye.

15 MAYOR HUBBARD: Aye.

16 Opposed?

17 (No Response)

18 MAYOR HUBBARD: Motion carried.

19 Also, *RESOLUTION #03-2019-27*, resolution to
20 table.

21 TRUSTEE PHILLIPS: Second.

22 MAYOR HUBBARD: All in favor?

23 TRUSTEE MARTILOTTA: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 TRUSTEE ROBERTS: Aye.

1 TRUSTEE ROBINS: Aye.

2 MAYOR HUBBARD: Aye.

3 Opposed?

4 (No Response)

5 MAYOR HUBBARD: Motion carried. Okay.

6 Trustee Roberts.

7 TRUSTEE ROBERTS: Okay. *RESOLUTION*
8 *#03-2019-28, RESOLUTION scheduling a public*
9 *hearing for 7:00 p.m. on April 25th, 2019 at the*
10 *Third Street Fire Station, Third and South*
11 *Streets, Greenport, New York, 11944 regarding the*
12 *Wetlands Permit Application submitted by Wayne*
13 *Turett and Jessica Leighton at 746 Main Street to:*
14 *Dredge from the dock of the property at 746 Main*
15 *Street to the dock of the property at 714 Main*
16 *Street to a depth of approximately 5' at MLW; and*
17 *directing Clerk Pirillo to notice the public*
18 *hearing accordingly. So moved.*

19 TRUSTEE ROBINS: Second.

20 MAYOR HUBBARD: All in favor?

21 TRUSTEE MARTILOTTA: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE ROBERTS: Aye.

24 TRUSTEE ROBINS: Aye.

25 MAYOR HUBBARD: Aye.

1 Opposed?

2 (No Response)

3 MAYOR HUBBARD: Motion carried.

4 TRUSTEE ROBINS: *RESOLUTION #03-2019-29,*
5 *RESOLUTION accepting the attached 2018 year-end*
6 *Length of Service Award Program points for the*
7 *Village of Greenport Fire Department. So moved.*

8 TRUSTEE MARTILOTTA: Second.

9 MAYOR HUBBARD: All in favor?

10 TRUSTEE MARTILOTTA: Aye.

11 TRUSTEE PHILLIPS: Aye.

12 TRUSTEE ROBERTS: Aye.

13 TRUSTEE ROBINS: Aye.

14 MAYOR HUBBARD: Aye.

15 Opposed?

16 (No Response)

17 MAYOR HUBBARD: Motion carried.

18 TRUSTEE MARTILOTTA: *RESOLUTION #03-2019-30,*
19 *RESOLUTION hiring Juan Diaz as a full-time Park*
20 *Attendant III at a pay rate of \$15 per hour,*
21 *effective April 3rd, 2019. All health insurance*
22 *and other full-time employment benefit provisions*
23 *specified in the current contract between the*
24 *Village of Greenport and CSEA Local 1000 apply to*
25 *this hearing (sic) (hiring), as does the standard*

1 *twenty-six week Suffolk County Civil Service*
2 *probationary period. So moved.*

3 TRUSTEE PHILLIPS: Second.

4 MAYOR HUBBARD: All in favor?

5 TRUSTEE MARTILOTTA: Aye.

6 TRUSTEE PHILLIPS: Aye.

7 TRUSTEE ROBERTS: Aye.

8 TRUSTEE ROBINS: Aye.

9 MAYOR HUBBARD: Aye.

10 Opposed?

11 (No Response)

12 MAYOR HUBBARD: Motion carried.

13 TRUSTEE PHILLIPS: *RESOLUTION #03-2019-31,*
14 *RESOLUTION accepting the bid of Commander*
15 *Electric, Inc. - the sole bidder - in the amount*
16 *of \$110,000, per the bid opening on March 18th,*
17 *2019 for the purchase and installation of two (2)*
18 *emergency generator sets for the Sewer Department,*
19 *to be expensed from Account G.8130.204 (Major*
20 *Equipment Repairs and Purchases), and authorizing*
21 *Mayor Hubbard to sign the contract between the*
22 *Village of Greenport and Commander Electric, Inc.*
23 *So moved.*

24 TRUSTEE ROBERTS: Second.

25 MAYOR HUBBARD: All in favor?

1 TRUSTEE MARTILOTTA: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBERTS: Aye.

4 TRUSTEE ROBINS: Aye.

5 MAYOR HUBBARD: Aye.

6 Opposed?

7 (No Response)

8 MAYOR HUBBARD: Motion carried.

9 TRUSTEE ROBERTS: *RESOLUTION #03-2019-32,*
10 *RESOLUTION approving all checks per the Voucher*
11 *Summary Report dated March 21st, 2019, in the*
12 *total amount of \$424,331.21 consisting of:*

13 *o All regular checks in the amount of*
14 *\$383,544.72, and*

15 *o All prepaid checks (including wire*
16 *transfers) in the amount of \$40,786.49. So moved.*

17 TRUSTEE ROBINS: Second.

18 MAYOR HUBBARD: All in favor?

19 TRUSTEE MARTILOTTA: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE ROBERTS: Aye.

22 TRUSTEE ROBINS: Aye.

23 MAYOR HUBBARD: Aye.

24 Opposed?

25 (No Response)

1 MAYOR HUBBARD: Motion carried.

2 Okay. At this time, I would just like to
3 personally thank Trustee Doug Roberts for four
4 years on the Board, for always having the best
5 interest of the people of Greenport in mind, and
6 for a job well done. Thank you very much.

7 TRUSTEE ROBERTS: Thank you.

8 (Applause)

9 MAYOR HUBBARD: Okay. I'll offer a motion
10 to adjourn at 8:27. So moved.

11 TRUSTEE MARTILOTTA: Second.

12 TRUSTEE PHILLIPS: Second.

13 MAYOR HUBBARD: All in favor?

14 TRUSTEE MARTILOTTA: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE ROBERTS: Aye.

17 TRUSTEE ROBINS: Aye.

18 MAYOR HUBBARD: Aye.

19 Opposed?

20 (No Response)

21 MAYOR HUBBARD: We are adjourned. Thank you
22 for coming.

23 (The meeting was adjourned at 8:27 p.m.)

24

25

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January 4, 2019

Mayor George W. Hubbard, Jr.
Inc. Village of Greenport
236 Third Street
Greenport, New York 11944

**Re: Inc. Village of Greenport - Water Department
Proposal – 2018 Annual Water Supply Statement/Consumer Confidence Report
H2M Project No.: GRPT 19-50**

Dear Mayor Hubbard:

For the past 20 years, H2M has assisted the Village of Greenport in preparing the Annual Water Supply Statement as required by the U.S. Environmental Protection Agency, the New York State Health Department and Suffolk County Department of Health Services (SCDHS). H2M is pleased to present this proposal to prepare the combined Annual Water Supply Statement/Consumer Confidence Report and the associated required data.

H2M proposes to provide the following services:

1. Prepare Annual Water Supply Statement/Consumer Confidence Report that summarizes the water quality from the Village's distribution system, and have the Village distribute the statement by May 31, 2019.
2. This year, the State and County is requiring that the results of the New York State Health Department's Source Water Assessment Program (SWAP) for Long Island be included in the report to the public. The report will include general information on the SWAP, as specific information on the Village's wells and potential susceptibility to contamination.
3. Prepare the supplemental data package that summarizes the laboratory test results for every well for 2018. Provide the Village twenty (20) copies of the package that will be made available to the public at Village Hall.
4. Submit Annual Supply Statement and Supplemental Data Package to SCDHS, New York State Health Department and New York State Department of Environmental Conservation.

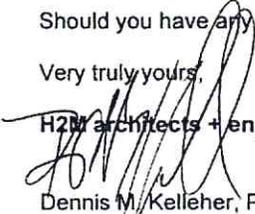
H2M proposes to provide the above services at lump sum fee of \$2,000.

Please note that the USEPA and NYSDOH have changed the regulations for the delivery of the Annual Report. The Village can now utilize electronic delivery by posting the report on the Village's website. This will save the Village on printing and postage for the mailing. You will need to mail a postcard or add a note on the water bills that informs all residents where they can view the Annual Notice.

H2M appreciates the opportunity to continue to provide the Village with consulting engineering services.

Should you have any questions, please contact our office.

Very truly yours,


H2M architects + engineers

Dennis M. Kelleher, P.E.
Executive Vice President

DMK:sj

cc: Mr. Paul J.W Pallas, P.E., Village Administrator

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H2M architects + engineers

PROPOSAL STATEMENT

PROPOSAL TO: Inc. Village of Greenport DATE: January 4, 2019
PROJECT: 2018 Annual Water Supply Statement/Consumer Confidence Report

The following clauses constitute H2M architects + engineers' terms, hereinafter referred to as H2M, by which H2M agrees to perform services under this proposal. Should the parties agree to modify same, it must be accomplished by the parties by written instrument. On acceptance of the proposal and/or commencement of the work, this proposal statement and the proposal shall constitute the agreement between Client and H2M.

1. **EXTENT OF PROPOSAL STATEMENT:** This statement and the attached proposal represents the entire and integrated proposal statement between Client and H2M and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Client and H2M.

2. **GOVERNING LAW:** Unless otherwise specified within this proposal statement, this statement shall be governed by the law of the principal place of business of H2M.

3. **GENERAL:**

3.1 If a dispute arises out of any of the provisions contained herein, H2M and the Client agree to exercise good faith efforts to resolve the matter fairly, amicably and in a timely manner. If the dispute cannot be settled through discussion, each party agrees to endeavor to settle the dispute through non-binding mediation. The mediation shall be conducted under the auspices of the American Arbitration Association (AAA) and in accordance with the construction industry mediation rules of the AAA. The parties agree to resort to arbitration, litigation or other court proceedings, only in the event mediation efforts fail to resolve the dispute. Regardless of the outcome of the mediation, the costs associated with the mediation, exclusive of attorney fees, expert fees and other costs not related to the actual cost of administering the mediation, shall be borne equally by the parties.

3.2 Neither party shall hold the other responsible for damages or delay in performance caused by Acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

3.3 In the event any provisions of this statement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

3.4 H2M intends to render its services under this agreement in accordance with generally accepted professional practices for the intended use of the project and makes no warranty either expressed or implied.

3.5 Any opinion of the construction cost prepared by H2M represents its judgment as a design professional and is supplied for the general guidance of the Client. Since H2M has no control over the cost of labor and materials,

competitive bidding or market conditions, H2M does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to client.

3.6 H2M has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work, but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.

3.7 Both, the Client and H2M certify that the individual that has executed this statement on their behalf is empowered to execute and bind their respective party to the terms and conditions of this proposal statement.

4. **TERMINATION:** This agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of this agreement by the other party through no fault of the terminating party. If this agreement is terminated, H2M shall be paid for services performed to the termination notice date plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributable to termination plus 15 percent of the total compensation unearned at the time of termination to account for H2M's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

5. **DELEGATION OF DUTIES:** Neither Client nor H2M shall delegate his duties under this agreement without the written consent of the other.

6. **HOURLY RATES OF COMPENSATION:** Where hourly rates of compensation are proposed as the method of payment, it shall be computed as: TOTAL PAYROLL COST plus 1.5 times TOTAL PAYROLL COST as an allowance for overhead and profit for the number of hours that employees are directly employed on the project including travel. TOTAL PAYROLL COST is calculated as the sum of: 1) direct salary charged to the project; and 2) the ratio of the latest fiscal year benefits of all employees (vacations, sick leave, holidays, insurance, taxes, pensions, and other benefits) to all direct salaries; multiplied by direct salary charged to the project. Additional services, when required, will be invoiced at hourly rates of compensation plus reimbursable expenses.

7. REIMBURSABLE EXPENSES: Reimbursable expenses are in addition to compensation to H2M for basic and additional services and include expenditures made by H2M, its employees or consultants in the interest of the project. Reimbursable expenses include but are not limited to:

7.1 Expenses of transportation, subsistence and lodging when traveling in connection with the project.

7.2 Expenses of long distance, toll telephone calls, telegrams, messenger service, faxes, express charges, computer charges, reproduction, and fees paid for securing approval of authorities having jurisdiction over the project.

7.3 Sub-contractor expenses, plus a 10 percent mark-up to cover H2M handling and administration costs.

7.4 When authorized in advance by Client, expense of overtime work requiring higher than normal rates, and expense of preparing perspectives, renderings or models.

8. PAYMENTS TO H2M:

8.1 Progress payments shall be made in proportion to services rendered and as indicated within this proposal and shall be due and owing within thirty (30) days of H2M's submittal of its invoice. Past due amounts owed shall include a charge at the maximum legal rate of interest from the thirtieth (30th) day.

8.2 If Client fails to make payments due H2M, H2M may, after giving seven (7) days written notice to Client, suspend services under this proposal and seek full payment plus interest and all reasonable attorney fees incurred for collection of said fees. If H2M suspends work due to non-payment, H2M will not be responsible for any delays or associated costs incurred by the Client.

8.3 The amount of any sales, excise, value added, gross receipts or any other type of tax that may be imposed by any taxing entity or authority shall be in addition to fees and costs described in the proposal and proposal statement.

8.4 Payment of invoices for services shall not be subject to or contingent upon receipt of payment from third parties, unless otherwise agreed in writing.

8.5 A Cost of Living adjustment shall be made to lump sum or unit price fees, and maximum fees, wherever they appear, if the Consumer Price Index (CPI-U), U.S. City Average, exceeds six (6) percent in any 12-month period commencing with the first day of the month of the date of the proposal. The adjustment shall be calculated based on the percentage increase in CPI-U, from the inception date of the proposal, for the effort completed each month. The adjustment shall be added to the lump sum or unit costs, or to the maximum fee.

9. INSURANCE, INDEMNITY AND LIABILITY:

9.1 **H2M INSURANCE:** H2M shall acquire and maintain statutory workers compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage and professional liability insurance coverage. Upon request, H2M can provide the Client a certificate of insurance.

9.2 **LIMITATION OF PROFESSIONAL LIABILITY:** The Client agrees to limit H2M's liability to the Client on the project, due to H2M's professional negligent acts, errors or omissions such that the total aggregate liability of H2M shall not exceed fifty thousand (\$50,000) dollars or H2M's total fee for services rendered on this project, whichever is greater.

9.3 **HAZARDOUS WASTE CLAIM (Definition):** "Hazardous Waste Claim" shall mean any claim arising out of, or based upon, the dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other materials, irritant, contaminant or pollutant, whether such discharge is sudden or gradual.

9.4 **LIMITATION OF LIABILITY:** Client agrees to bring no claim against H2M either directly or by means of impleader, third party claim or cross claim, in any action relating in whole or in part to any hazardous waste claim as defined in 9.3.

9.5 **CLAIM INDEMNIFICATION:** In the event H2M is a party to any action arising out of a hazardous waste claim, Client agrees to indemnify H2M to the maximum extent permitted by law, award, judgment or settlement against the H2M provided that such indemnification shall not apply to such portion of the award judgment or settlement unrelated to the hazardous waste claim.

9.6 DEFENSE COST INDEMNIFICATION-CLIENT'S OPTION TO DEFEND:

9.6.1 In the event H2M is a party to any action arising in whole or part out of a hazardous waste claim, Client agrees to indemnify H2M for all costs (including attorneys' fees) incurred by H2M in defending such action.

9.6.2 Client may, at its option, elect to defend H2M in any action described in 9.6.1 provided that Client indemnifies H2M for any judgment, settlement or other payment to any claimant whether or not attributable to the hazardous waste claim portion of such action.

9.7 **CONTRACTOR'S INSURANCE:** The Client shall require all Contractors and any Subcontractors, prior to the commencement of their work, to submit evidence that they have obtained for the period of the Construction Contract and guarantee period comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a limit of not less than \$1 million for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$3 million for damages arising out of bodily injury, sickness and death of two or more persons in any one occurrence. The property damage portion will provide for a limit of not less than \$500,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse and underground exposures. Included in such coverage will be contractual coverage sufficiently broad to insure the provision of 9.8 "Indemnity." The comprehensive general liability insurance will include as additional named insureds: Client; H2M and each of its officers, agents and employees.

H2M ARCHITECTS + ENGINEERS

PROPOSAL STATEMENT

9.8 **INDEMNITY:** Client will require that any Contractor or Subcontractors performing work in connection with Drawings and Specifications produced under this agreement to hold harmless, indemnify and defend, Client and H2M, its consultants, and each of its officers, agents and employees from any and all liability claims, losses or damage arising out of, or alleged to arise from, the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Construction Contract documents, but not including liability that may be due to the sole negligence of Client, H2M, its consultants or officers, agents and employees.

10. CLIENT'S RESPONSIBILITIES: Client shall

10.1 Designate in writing a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by H2M, interpret and define Client's policies and render decisions and authorization in writing promptly to prevent unreasonable delay in the progress of H2M services.

10.2 Furnish soils data including but not limited to reports, test borings, test pits, probings, subsurface exploration, soil bearing values, percolation tests, ground corrosion and resistivity test, all with appropriate professional interpretation, as may be required.

10.3 Guarantee full and free access for H2M to enter upon all property required for the performance of H2M services under this agreement.

10.4 Hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs incident thereto, including special application fees for review of project documents.

10.5 Provide H2M with standard bid documents required and advertise for proposals from bidders, open the proposals at the appointed time and place and pay costs incident thereto.

11. NOMINAL/RESIDENT CONSTRUCTION REVIEW SERVICES:

11.1 If requested by Client, or recommended by H2M and approved in writing by Client, H2M shall provide one or more full time resident project

representatives to assist H2M in order to render more extensive representation at the project site during the construction phase. Such resident construction review services shall be paid for by Client as Additional Services as defined within this agreement. The limits of the authority, duties and responsibilities of a resident project representative shall be described before such services begin by written instruments.

11.2 By means of the more extensive on-site observations of the work in progress, H2M will endeavor to provide further protection for Client against defects and deficiencies in the Contractor's work, but the furnishing of such services shall not include construction review of the Contractor's construction means, methods, techniques, sequences or procedures, or of any safety precautions and programs in connection with the work, and H2M shall not be responsible for the Contractor's failure to carry out the work in accordance with the Construction Contract.

11.3 On projects where H2M has been engaged to provide nominal (periodic) or resident construction observation services, H2M will provide these services based on an agreed upon construction observation schedule. If the schedule is extended due to changes/actions of the client, contractor or another party other than H2M, then the fee paid to H2M shall be increased to cover the additional costs incurred or the services under construction observation will be terminated as of that date.

12. **OWNERSHIP OF DOCUMENTS:** All drawings, specifications and other work product of H2M for the project are instruments of service for this project only and shall remain the property of H2M whether the project is completed or not. Reuse of any of the instruments of service of H2M by Client on extensions of this project or on any other project without the written permission of H2M shall be at Client's risk and Client agrees to defend, indemnify and hold harmless H2M from all claims, damages, and expenses including attorneys' fees arising out of such unauthorized reuse of H2M instruments of service by Client or by others acting through Client. Any reuse or adaptation of H2M instruments of service shall entitle H2M to further compensation in amounts to be agreed upon by Client and H2M.

13. **PROPOSAL EXPIRATION:** The offer to perform the proposed services described in the cover letter attached herewith is extended for ninety (90) days from the date of said letter. Extensions of this proposal shall be in writing only.

AGREED AND ACCEPTED:

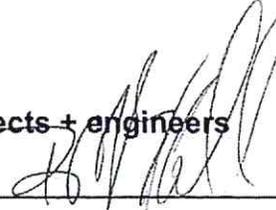
CLIENT: _____

SIGNED BY: _____

TITLE: _____

DATE: _____

H2M architects + engineers

SIGNED BY:  _____

TITLE: Executive Vice President

DATE: January 4, 2019

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

March 18, 2019

Paul Pallas, P.E., Village Administrator
Inc. Village of Greenport
234 Sixth Street
Greenport, NY 117

Re: Proposal for Engineering Support for
Miscellaneous Projects – MS4 Annual
Report Preparation

Dear Mr. Pallas:

Thank you for considering J.R. Holzmacher P.E., LLC (JRH) Consulting Engineers to provide this proposal for professional engineering and consulting services, to assist you during efforts to maintain regulatory compliance with the New York State Department of Environmental Conservation (NYSDEC).

This proposal is intended to ensure a mutual understanding of the goals, scope and costs of the engineering tasks detailed below.

SCOPE OF WORK

JRH has assisted the Village in past years during preparation of mapping and reports for administration of the Municipal Separate Storm Sewer System (MS4) general SPDES permit program. We have worked closely in support of village staff in order to reduce the overall costs to the Village. These activities include preparation of an annual report for submission to NYSDEC. This report includes a summary of the compliance activities which took place during the permit year, together with a projection of the planned activities for the coming year.

Our work to prepare the MS4 Annual Report will require input with village staff familiar with the stormwater control activities which took place during the 2018-2019 permit year as well as the range of activities to propose for the next permit year.

We propose the following for your consideration.

Task I – MS4 Annual Report

We anticipate that the following work will be necessary:

- We will interview, by phone or email, village staff familiar with stormwater control and administration activities during the permit year.
- We will review available annual reports for prior years with emphasis on the activities which were proposed to be implemented during future years.

- We will draft the annual report on the fillable forms required for filing with the NYSDEC, and provide them for your review and comment.
- Comments on the draft form will be incorporated into a finished version for your final review.
- The approved final version will be submitted to NYSDEC on your behalf.

Task II – Additional Services

We are available to provide additional services if you so desire. Typical services that may arise as part of this type of project can include some or all of the following, but are not expected to be part of our initial scope of services.

- Field survey work or updating of available record drawings.
- Field work including on-site inspections or sampling of storm drainage flows or outfall pipes.
- Water or soil sample collection and analysis.
- Coordination or negotiations with the NYSDEC, NYSDOH, Town of Southold, or other regulators, to address remedial compliance, to prepare permit applications or other issues.
- Meetings or presentations to regulators or the public.
- Design of stormwater retention ponds, leaching facilities or rain gardens.
- Preparation of databases, figures, plans, displays or additional reports not described in this proposal.

SCHEDULE

Task I – MS4 Annual Report

A draft report will be provided for your review within two weeks of receiving information regarding the activities accomplished during the permit year. Comments on the draft report will be incorporated within 3 business days of receipt.

Task II – Additional Services

Additional services will be rendered as requested with a mutually agreeable schedule.

COST PROPOSAL

It is our practice to quote lump sum costs for project tasks having well defined scopes, and hourly rates when the scope cannot be reasonably defined in advance.

Task I – MS4 Annual Report

Lump Sum \$1,500.

Task II – Additional Services

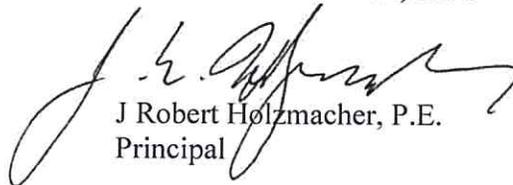
A mutually agreeable budget will be negotiated at the time the scope of any such services is established. A man-hour rate sheet is attached for your reference.

AGREEMENT

A copy of our standard “Terms and Conditions of Service” is enclosed for your consideration. Details of our insurance coverage are described therein. This offer remains valid for ninety days unless extended in writing.

Thank you for the opportunity to propose on this work. You can authorize the work by signing the authorization below or providing an equivalent Board Resolution. Please do not hesitate to call me at ext. 101 or Sarah Caliendo at ext. 121 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: _____

Client Contact Phone Number: _____

JRH:j

Encl.

p:\2019\grptv\19-01 retainer\billing\proposal\p grptv ms4.doc

J.R. Holzmacher P.E., LLC

Hourly Rates in Effect for 2019

<u>Personnel Classification:</u>	<u>Hourly Rate:</u>
Principals	135.00 – 375.00*
Associates	150.00 – 315.00*
Project Managers	132.00 – 262.50*
Senior Engineers	110.00 – 315.00*
Engineers	90.00 – 193.50*
Senior Geologists / Hydrogeologists	110.00 – 315.00*
Geologists / Hydrogeologists	90.00 – 175.00
Sr. Environmental Scientists	100.00 – 180.00
Environmental Scientists	90.00 – 175.00
GIS/IT Specialist	90.00 – 175.00
Designer – Engineering Tech	69.00 – 125.00
Field Technicians	66.00 – 110.00
Support Staff	45.00 – 85.00

All hourly rates are based on straight time for a forty hour, five day work week and are charged for actual hours worked. Time spent in travel to project sites will be considered work related. For work requiring out-of-town travel and overnight stay, the minimum charge for work on the project will be eight hours per day. *Maximum rates reflect a 50% premium for deposition and testimony.

Travel, Subsistence, and Other Direct Expenses

Travel and subsistence expenses (excluding local mileage), long distance phone calls, printing, and other out-of-pocket expenses are to be paid for by the client at a cost plus ten percent markup. Travel and subsistence expense includes living and travel expenses of employees in visiting sites and attending conferences and performing services directly related to a project. Automobile expenses are calculated at a rate of \$0.545 per mile.

All subcontractor/vendor expenses, equipment rentals, outside reproduction expenses, and materials directly reimbursable to a project will be paid for by the client at a cost plus twenty percent basis.

J.R. HOLZMACHER P.E., LLC - COST PROPOSAL/BACKUP SHEET
JRH Employee Rates
2019 Man-Hour Matrix

LABOR					
Name	Position	Rate	Unit	Quantity	Amount
J. Robert Holzmacher, P.E.	Principal	\$ 225.00	/hour	0	\$ -
Michael Simon, P.E.	Principal	\$ 180.00	/hour	0	\$ -
Thomas J. Murawski, R.A.	Architect	\$ 175.00	/hour	0	\$ -
Anthony J. Zalak	Project Manager/ GIS Specialist	\$ 154.50	/hour	0	\$ -
Steven Uccellini	Project Manager	\$ 135.00	/hour	0	\$ -
Jason A. Pontieri, P.E.	Project Manager	\$ 153.00	/hour	0	\$ -
Kyle Sarich	Project Manager	\$ 96.00	/hour	0	\$ -
Joseph Torre	Senior Inspector	\$ 165.00	/hour	0	\$ -
Paul D. Carroll	Senior Designer	\$ 117.00	/hour	0	\$ -
Morgan P. Keating, I.E.	Project Engineer	\$ 120.00	/hour	0	\$ -
Sarah K. Caliendo	Project Engineer	\$ 110.00	/hour	0	\$ -
Randy Lopez	Project Engineer	\$ 100.00	/hour	0	\$ -
Dylan Clemente, I.E.	Project Engineer	\$ 100.00	/hour	0	\$ -
David Nowak, I.E.	Project Engineer	\$ 100.00	/hour	0	\$ -
Kenneth Hennessey	Project Engineer	\$ 95.00	/hour	0	\$ -
Alon Friedman	Project Engineer	\$ 95.00	/hour	0	\$ -
Arthur J. Scheff	Project Scientist	\$ 99.00	/hour	0	\$ -
Corinne Healey	Project Scientist	\$ 84.00	/hour	0	\$ -
Catherine Theodorou	Project Scientist	\$ 84.00	/hour	0	\$ -
Diana G. Carriere	Engineering Technician	\$ 78.00	/hour	0	\$ -
Mia Tagliagambe	Engineering Technician	\$ 81.00	/hour	0	\$ -
Nicole M. Sinko	Engineering Technician	\$ 78.00	/hour	0	\$ -
Kyle Zalak	Information Technology Specialist	\$ 75.00	/hour	0	\$ -
Patricia L. Zalak	Technical Assistant	\$ 78.00	/hour	0	\$ -
Tina Eletto	Technical Assistant	\$ 45.00	/hour	0	\$ -
Thomas Nehring, P.E.	Associate Electrical Engineer	\$ 175.00	/hour	0	\$ -
Brian McCaffrey, P.E.	Associate Mechanical Engineer	\$ 175.00	/hour	0	\$ -
William A. Kieffner	Associate Mechanical Engineer	\$ 175.00	/hour	0	\$ -
Ronald Huttie, CIH (Ret.)	Associate Chemist / Industrial Hygenist	\$ 175.00	/hour	0	\$ -
	Total Direct Labor			0	\$ -
SUPPLIES & EQUIPMENT					
	printing 8.5" x 11" - Black & White	\$ 0.11	/sheet	0	\$ -
	printing 11" x 17" - Black & White	\$ 0.22	/sheet	0	\$ -
	printing "D size" - Black & White	\$ 2.00	/sheet	0	\$ -
	printing 8.5" x 11" - Color	\$ 1.00	/sheet	0	\$ -
	printing 11" x 17" - Color	\$ 2.00	/sheet	0	\$ -
	printing "D size" - Color	\$ 8.00	/sheet	0	\$ -
	printing 8.5" x 11" - Card Stock	\$ 0.20	/sheet	0	\$ -
	printing Accu Bind & Cover	\$ 1.00	/sheet	0	\$ -
	Vehicle Mileage	\$ 0.580	/mile	0	\$ -
	Total Supplies & Equip.				\$ -
	Total Direct Costs				\$ -

J.R. Holzmacher P.E., LLC

Standard Terms and Conditions of Service

J.R. Holzmacher P.E., LLC (“Engineer”) and the Client hereby agree that the following will become binding upon the parties upon execution of the Proposal/Contract and will apply to all subsequent work order changes and/or amendments:

Services

The Services rendered to Client shall be as set forth in the attached written Proposal. No additional work will be performed without prior authorization from the Client. By authorizing such additional work, Client agrees to pay all reasonable and necessary additional fees and costs to perform such work. The attached schedule of “Hourly Rates in Effect for (current year)” is hereby made part of this agreement.

Confidentiality

The Engineer proposes to perform these services on a confidential basis on behalf of the Client. Our personnel and subcontractors involved in the Project shall be instructed about the confidential nature of these tasks, such that neither the nature of our work nor our findings will be disclosed to others without the Client’s permission, or unless legally required to do so. All work progress findings, reports, etc. will be delivered only to the Client or those persons designated by the Client.

CLIENT'S RESPONSIBILITIES - The Client shall:

- Designate in writing a person authorized to act as the Client's representative. The Client or his representative shall receive and examine documents submitted by the Engineer, interpret and define the Client's policies and render decisions and authorization in writing promptly to prevent unreasonable delay in the progress of Engineer's services.
- Furnish soils data including but not limited to reports, test borings, test pits, probings, subsurface exploration, soil bearing values, percolation tests, ground corrosion and resistivity test, all with appropriate professional interpretation, as may be required.
- Guarantee full and free access for Engineer to enter upon all property required for the performance of Engineers services under this Agreement.
- Hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs incident thereto, including special application or regulatory fees for review of Project documents.
- Provide the Engineer with standard bid documents required and advertise for Proposals from Bidders, open the Proposals at the appointed time and place and pay costs incidental thereto.

J.R. Holzmacher P.E., LLC

Insurance

Engineer shall maintain insurance coverage throughout the duration of this contract of the following types and limits of coverage:

- Professional Liability / Errors and Omissions in the amount of \$2,000,000 per claim. Client agrees to limit the Engineer's liability to the greater of the Engineer's fee or \$50,000, except for liability arising solely from negligent acts by the Engineer.
- Workmen's Compensation and Employer's Liability in amounts as required by law.
- General Liability Insurance in the amount of \$1,000,000 per occurrence / \$3,000,000 aggregate.
- Automobile Liability Insurance in the amount of \$1,000,000 per occurrence.
- Umbrella Liability Insurance in the amount of \$5,000,000 per occurrence / \$5,000,000 aggregate.

Client agrees to require, prior to the commencement of the construction work, that the Contractor and all Sub-Contractors shall submit evidence that he (they) have obtained for the period of the Construction Contract and guarantee period:

- Comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a limit of not less than \$1,000,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$2,000,000 for damages arising out of bodily injury, sickness and death of two or more persons in any one occurrence.
- The property damage portion will provide for a limit of not less than \$500,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse, and underground exposures. Included in such coverage will be contractual coverage sufficiently broad to insure the provision of paragraph "Indemnity" below. The comprehensive general liability insurance will include as additional named insureds: the Client, the Engineer, and each of its officers, agents and employees.
- INDEMNITY: The Client will require that any Contractor or Sub-Contractor performing work in connection with Drawings and Specifications produced under this Agreement to hold harmless, indemnify and defend, the Client and Engineer, its consultants, and each of its officers, agents and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Sub-Contractor's) negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the Client, Engineer, its consultants or officers, agents and employees.

J.R. Holzmacher P.E., LLC

Billing and Payments

A retainer as specified in this proposal is required with the submission of the signed proposal. Only after receipt of such retainer will work commence. Said retainer will be credited against the total amount due on the final project invoice. Payment of invoices will be due within 30 days from the date of the invoice, unless other arrangements are made in writing. Payment on invoices for professional services or expenses incurred from outside contractors will be due upon receipt. Payment is not conditioned upon the Client's securing of mortgage monies, financing, or affirmative insurance coverage. Interest will accrue at the rate of 1 ½ % per month for overdue payments. Client acknowledges that payment of Engineer's invoices is not dependent on Client's securing of mortgages, financing or sale of assets. Any sales tax, value added tax, or similar tax levied on services or materials provided by the Engineer will be paid by Client in addition to all fees due to the Engineer.

Ownership of Documents

All Drawings, Specifications and other work product of the Engineer for the project are instruments of service for this project only and shall remain the property of the Engineer whether the project is completed or not. The Engineer grants Client the right to use these instruments of service for record keeping and maintenance purposes related to the scope of this project. Reuse of any of the instruments of service of the Engineer by the Client on extensions of this Project or any other Project without the written permission of the Engineer shall be at the Client's risk and the Client agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses, including attorney's fees arising out of such unauthorized reuse by the Client or others acting through the Client. Any reuse or adaptation of Engineer's instruments of service shall entitle Engineer to further compensation in amounts to be agreed upon by the Client and the Engineer.

Delegation of Duties

Neither the Client nor the Engineer shall delegate his duties under this Agreement without the written consent of the other.

Termination

This Agreement may be terminated by either party by seven days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, Engineer shall be paid for services performed to the termination notice date including Reimbursable Expenses due plus Termination Expenses. Termination Expenses are defined as Reimbursable Expenses directly attributable to termination plus 15% of the total compensation earned to the time of termination to account for Engineer's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

J.R. Holzmacher P.E., LLC

Governing Law

Unless otherwise specified within this Proposal Statement, this Proposal Statement shall be governed by the law of the principal place of business of Engineer. Any dispute arising under this Agreement shall be resolved in the Courts of the State of New York.

Arbitration

Should litigation or arbitration occur between the parties relating to the provisions of this Statement, all litigation or arbitration expenses, collection expenses, witness fees, court costs and attorneys' fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party. Arbitration shall be non-binding on either party.

Unavoidable Delay

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

Severability

In the event any provisions of this Statement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

Interpretation of Subsurface Conditions

Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations and recommendations by the Engineer will be based solely on information available to the Engineer. The Engineer is responsible for those data, interpretations and recommendations, but will not be responsible for other parties' interpretations or use of the information developed. Services performed by the Engineer under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty, expressed or implied, made in the connection with the providing of engineering services.

J.R. Holzmacher P.E., LLC

Construction Cost Opinions

Any opinion of the construction cost prepared by the Engineer represents its judgment as a design professional and is supplied for the general guidance of the Client. Since Engineer has no control over the cost of labor and material, or over competitive bidding or market conditions, Engineer does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the client.

Construction Site Safety

Engineer has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work, but not relating to the final or completed structure, omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.

Hourly Rates of Compensation

Where hourly rates of compensation are proposed as the method of payment, they shall be those listed in the proposal for each individual or category. Hourly rates for testimony and deposition shall be calculated as 150% of the rate in effect for other services, but not outside the ranges indicated on the tabulation of hourly rates by job classification, to account for vacations, sick leave, holidays, insurance, taxes, pensions, other benefits, overhead and profit allowances for the number of hours that employees are directly employed on the project, including travel.

Sales Tax

Proposals include costs for Professional Services and listed expenses but do not include sales tax. Should the State of New York or other entity deem at some point in the future that sales tax is due, then the Owner will be responsible to pay such tax in addition to the fees listed in the proposal.



March 22, 2019

Paul J. Pallas, P.E., Administrator
Village of Greenport, Long Island, NY

Dear Paul,

Preservation Studios will, at no cost to the Village, prepare for submission a Certified Local Government grant application for the work outlined below with the anticipated cost based on information provided to us by the Village.

If awarded, Preservation Studios will provide the Village with a formal proposal to perform the work of the survey and the submission of the required documents and materials.

Yours truly,

A handwritten signature in black ink, appearing to read 'Tom Yots', written over a light blue horizontal line.

Tom Yots
Director of Municipal Services
Preservation Studios

Reconnaissance Level Survey for the Village of Greenport

Fee of \$16,250 for the project work + \$750 for travel and accommodations.

This would work out to a budget* as follows:

- = total budget: \$19,000 (consultant fee + in-kind from the Village)
- = \$16,000 from the SHPO
- = \$2000 in-kind from the Village
- = \$1000 cash from the Village

- *Efforts are being made to secure an additional \$2000 from the Business Improvement District in order to reduce the ask amount to the SHPO.*

The project is based on the document sent by Linda Mackey of the NYSHPO for a Reconnaissance Level Survey of the Village and would include the following:

Recon-Level Survey Report, including, but not limited to:

- Survey of approximately 1100 properties
- Description of proposed districts
- Annotated Building List of NRE properties
- Statement of Significance
- Boundary Description and Justification
- Map of contributing and non-contributing buildings
- Recommendations for Individual and Historic District National Register Nominations.
- Submission of draft and final Recon-Level Survey Reports
- Submission of property information to CRIS for individually eligible properties

c. Steve Bull, Historic Preservation Commission, Village of Greenport

Karen Kennedy, Director of Architectural History, Preservation Studios

Derek King, Director of Operations, Preservation Studios

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2019 Period: 3 Trans Type: B2 - Amend Status: Batch
Trans No: 4090 Trans Date: 03/21/2019 User Ref: ROBERT
Requested: P. PALLAS Approved: Created by: ROBERT 03/21/2019
Description: TO APPROPRIATE RESERVES TO FUND THE PURCHASE OF EMERGENCY GENERATORS FOR THE WASTEWATER TREATMENT PLANT
Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	110,000.00
G.8130.204	MAJOR EQUIP REPAIRS/PURCHASES.	110,000.00
Total Amount:		220,000.00

FIRST AMENDMENT TO STANDARD LEASE AGREEMENT

This First Amendment to Standard Lease Agreement (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between Village of Greenport, a New York corporation ("**Lessor**") and T-Mobile Northeast LLC, a Delaware limited liability company ("**Lessee**") (collectively, the "**Parties**").

Lessor and Lessee (or its predecessor-in-interest) entered into that certain Standard Lease Agreement dated May 1, 1998, (the "**Agreement**") regarding Lessor's leased area ("**Premises**") located at Washington Ave., Greenport, New York 11944 (the "**Property**").

NOW, for good and valuable consideration, Lessor and Lessee agree as follows:

1. At the expiration of the Agreement, the Term of the Agreement will automatically be extended for five (5) additional and successive five (5) year terms (each a "**Renewal Term**"), provided, that Lessee may elect not to renew by providing Lessor thirty (30) days' notice prior to the expiration of the then current Renewal Term.
2. At the commencement of the first Renewal Term provided for in this Amendment, Lessee shall pay Lessor Five Thousand Eight Hundred and No/100 Dollars (\$5,800.00) per month ("**Rent**") in advance, by the fifth day of each month. Any Rent previously paid from and after the commencement of the first Renewal Term provided for in this Amendment shall be offset against the new Rent. Rent shall be adjusted annually, effective on each anniversary of the Renewal Term, by an amount equal to three percent (3%) over the Rent for the immediately preceding year. This Rent adjustment shall supersede and replace any prior Rent adjustments.
3. Commencing the first day of the first Renewal Term, Lessee's obligation to pay Rent is guaranteed for the period of five (5) years ("**Rent Guarantee Period**"). The Rent Guarantee is valued at an amount of Three Hundred Sixty-Nine Thousand Five Hundred Fifteen and 85/100 Dollars (\$369,515.85). Lessee's obligation to pay Rent during the Rent Guarantee Period shall not be subject to offset or cancellation by Lessee unless any of the following exceptions apply: a) local, state or federal laws materially adversely affect Lessee's ability to operate; (b) the Premises or Lessee's antenna facilities are damaged or destroyed by wind, fire or other casualty and the Premises cannot be restored within a six-month time period; c) the Property is foreclosed upon and Lessee is unable to maintain its' tenancy; d) Lessor requires Lessee to relocate its antenna facilities which adversely affect Lessee's ability to operate the antenna facilities or e) Lessor breaches the Agreement and the default issue is not cured within the appropriate cure period. This Rent Guarantee shall not apply to any increases in the Rent after the execution of this Amendment.
4. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Lessor or Lessee may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Lessee:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/LI13162C

If to Lessor:
Village of Greenport
236 Third Street
Greenport, NY 11944
Attn: Village Clerk

5. Lessee reserves the right to update the description of the Premises to reflect any modifications or changes, from time to time during the Term of the Agreement.
6. Lessee and Lessor will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property.
7. Lessor will execute a Memorandum of Lease at Lessee's request. If the Property is encumbered by a deed, mortgage or other security interest, Lessor will also execute a subordination, non-disturbance and attornment agreement.
8. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified. To the extent any provision contained in this Amendment conflicts with the terms of the Agreement, the terms and provisions of this Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.
9. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Amendment will legally bind the Parties to the same extent as originals.
10. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

Lessor:

Village of Greenport, a New York corporation

By: _____

Print Name: _____

Title: _____

Date: _____



Lessee:

T-Mobile Northeast LLC, a Delaware limited liability company

By: Cheryl A. Downs

Print Name: Cheryl A. Downs

Title: Director, Technology Property Management

Date: 3-7-19

Kelly Dunham 3/5/19
T-Mobile Contract Attorney
as to form

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING WETLANDS PERMIT APPLICATION
OF STEPHEN BULL AND TERESE SVOBODA

WHEREAS an application for a wetlands permit approval was filed by Stephen Bull and Terese Svoboda with the Board of Trustees of the Village of Greenport; and

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

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the consideration and approval of the wetlands permit application and it is further

RESOLVED that the Board of Trustees hereby determines that the approval of the wetlands permit application is an Unlisted Action for purposes of SEQRA; it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the approval of the wetlands permit application;

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

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

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

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

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

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

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

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

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

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

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: March 8, 2019