

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

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3 BOARD OF TRUSTEES

4 REGULAR SESSION

5 -----x

6  
7 Third Street Firehouse  
8 Greenport, New York

9 December 28, 2015  
10 7:00 P. M.

11  
12 B E F O R E:

13 GEORGE HUBBARD, JR. - MAYOR

14 JACK MARTI LOTTA - DEPUTY MAYOR

15 MARY BESS PHILLIPS - TRUSTEE

16 DOUGLAS W. ROBERTS - TRUSTEE

17 JULIA ROBINS - TRUSTEE

18  
19 JOSEPH PROKOP - VILLAGE ATTORNEY

20 SYLVIA PIRILLO - VILLAGE CLERK

21 PAUL PALLAS - VILLAGE ADMINISTRATOR

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

3 MAYOR HUBBARD: I'll call the meeting to order.  
4 Pledge to the Flag.

5 (Whereupon, all stood for the Pledge of  
6 Allegiance.)

7 MAYOR HUBBARD: Please remain standing for a  
8 moment of silence for John Page, Kenneth E.  
9 White, Jr., Andrew Crenshaw, James A. Bowden, Sr.,  
10 and Marlene Adrian Ferber.

11 (Whereupon, all remained standing for a  
12 moment of silence.)

13 MAYOR HUBBARD: Thank you. You may be seated.  
14 Okay. A few announcements before we get  
15 started. I just want to wish everybody a Happy New  
16 Year.

17 Village Hall offices will be closed at noon on  
18 December 31st, and will be closed all day on January  
19 the 1st in celebration of the New Year Holiday.

20 The Village office will be closed on January  
21 18th, in observance of Martin Luther King, Jr. Day.

22 William Freitag of SaxBST will present the  
23 annual Village audit documents on January 28, 2016 at  
24 the regular meeting of the Board of Trustees. That's  
25 our yearly audit that we get a report on and they're

1 presenting that to us on that day.

2 That's all I have under announcements. Public  
3 to address the Board. Is there anybody that would  
4 like to address the Board?

5 MR. KEHL: Robert Kehl, 242 5th Avenue,  
6 Greenport.

7 First of all, I wanted to thank the Mayor,  
8 because your meetings are a lot more professionally  
9 run now than the other man did before and we really  
10 appreciate it.

11 I have a couple of questions. At the last  
12 Zoning Board meeting, we had something brought up  
13 about Skyping, so Doug Moore could Skype in from  
14 Florida on the meetings and vote. And there's a lot  
15 of people that are really pissed off about this,  
16 because, I mean, anywhere else you go, in the House  
17 of Representatives, you're in the Senate, no matter  
18 where you are, you can't Skype in, Skype in votes,  
19 you can't Skype in the meeting. If you're going to  
20 be here, you're going to be here. If you're not  
21 going to be here, you're not going to be here, and  
22 that's the way a lot of the people, all of the ones  
23 I've talked to all agree on that. That's -- he said  
24 he had talked to you about it. I don't know.

25 MAYOR HUBBARD: We had talked about how the

1 process would work if it was done at all. It's not  
2 in place, it's not being done right now.

3 MR. KEHL: I'm saying that as far as I  
4 understood it, it had to go through the bylaws of the  
5 Village, had to be written in the bylaws of the  
6 Village in order to legally be done that way.

7 MAYOR HUBBARD: I don't believe that was so. I  
8 believe it just has to be noticed publicly that  
9 somebody's going to be Skyping in on it, from what I  
10 had read and what I was told. If it's noticed that  
11 way, that you're going to have the meeting, plus it  
12 would be available if anybody wanted to go where he  
13 was to participate in the meeting, that you're  
14 allowed to participate and all, but I still believe  
15 you're not allowed to vote from that; is that  
16 correct, Joe?

17 MR. PROKOP: I think that's correct. But the  
18 way that it -- I just wanted to add -- thank you,  
19 Mr. Kehl for bringing this up -- the way it was left  
20 at the Zoning Board meetings, as I understand it, was  
21 I was going to write an opinion to the Board just to  
22 formalize exactly what the procedure needed to be or  
23 could not be.

24 MR. KEHL: Okay.

25 MR. PROKOP: And that was just --



1 MR. KEHL: But I just wanted to clear that up,  
2 because I heard so many things back and forth.

3 MAYOR HUBBARD: Yeah. He spoke to me a  
4 month-and-a-half ago, said he was going to be going  
5 out of town. He said, "Do you want me to resign? Do  
6 you want me to stay on? What do you want to do?"  
7 And I said, "No, I don't want you to resign at this  
8 point. You know, you're not going to be here a few  
9 months, we'll deal with that." They dealt with it  
10 last year, and we'll, you know, do what we have to do.

11 MR. KEHL: Just know, you got a couple of  
12 really high impact things going on right now coming  
13 up and --

14 MAYOR HUBBARD: Yes.

15 MR. KEHL: You know, I wanted, to make sure  
16 that we were just on the same wavelength.

17 Also, I understand there's not a lot of people  
18 really in favor of doing a moratorium on the zone  
19 content on the subdivisions, because there might be a  
20 legal impact. What if you did an all out ban on it?  
21 You have a law that says you have to have 15,000  
22 square feet with a minimum of 7500 square foot for a  
23 subdivision, each lot has to be 7500 square feet.  
24 Why don't we just put an all out ban on moratoriums?  
25 It just has to meet, unless it's -- unless it's --

1       they have at least 15,000 square feet. And if the  
2       lots are going to be 75 square -- 7500 square feet,  
3       and just enforce the law the way it is. And that  
4       might clear up and save a lot of time, because  
5       there's a lot of -- I mean, we go to a lot of  
6       meetings.

7               MAYOR HUBBARD: Yes.

8               MR. KEHL: We're totally worn out from going to  
9       this stuff. I mean, we're not going to stop, it  
10      doesn't matter, but, I mean, it's just -- it's very  
11      frustrating going back and forth. Every time you  
12      think you got something settled, they're right back  
13      doing the same thing again, you know. And I think  
14      something like that would just take care of it.  
15      Legally, they wouldn't have a leg to stand on anyway,  
16      because that's what the laws were set up for anyway.  
17      All right? So it's just a thought.

18              MAYOR HUBBARD: Okay.

19              MR. KEHL: Okay. The other question I had,  
20      when Ms. Wingate comes to the meetings, like the ZBA  
21      and the Planning Board, does she get paid overtime  
22      for that?

23              MAYOR HUBBARD: Usually it's not overtime.  
24      She'll take a couple of hours off the next day or  
25      later on.

1           MR. KEHL: The only reason I say that is  
2 because she sits here and doodles the whole time.  
3 Now, if I sat on my job and doodled all damn day, no  
4 one would be paying me, they'd throw my ass off the  
5 job. So if she's going to sit here and get paid for  
6 it, it doesn't matter if she's switching days or time  
7 or what, she should be doing her job. She should be  
8 listening to everything and not sitting there  
9 doodling.

10           MAYOR HUBBARD: Okay. I'll bring that up. I  
11 didn't know she was doodling.

12           MR. KEHL: Joanne's taking a break tonight,  
13 she's not feeling too well, so I'll let you know, the  
14 meeting will probably be a half hour shorter.

15                               (Laughter)

16           MAYOR HUBBARD: Thank you.

17           MR. KEHL: Happy New Year.

18           MAYOR HUBBARD: Happy New Year to you. Hang  
19 on. Bill, hang on. Ms. Peterson was up first.

20           MS. PETERSON: Thank you. I appear on behalf  
21 of the residents and neighbors of 5th and 6th Avenue.  
22 And I also have a letter and petition --

23           MAYOR HUBBARD: Just say your name for the  
24 record so she has it.

25           MS. PETERSON: I'm sorry. Diane Peterson, 228

1 6th Avenue, Greenport.

2 MAYOR HUBBARD: Okay.

3 MS. PETERSON: Okay. From Jack Weiskott, who  
4 could not be here tonight. If you wouldn't mind, can  
5 I read the letter?

6 MAYOR HUBBARD: Sure.

7 MS. PETERSON: Okay. To the Village, Greenport  
8 Village Board of Trustees. "I am writing this letter  
9 as I am not able to attend the meeting on the 28th,  
10 but wanted to express my concerns regarding an  
11 important issue facing our Village.

12 There are currently two applications for  
13 subdivisions on 5th Avenue that would create  
14 substandard lots. The houses proposed for these  
15 below code lots would increase traffic and  
16 overcrowding on a Village street that is already  
17 overstressed with both. This type of overdevelopment  
18 is a threat to the safety, health and quality of life  
19 of our Village and its residents.

20 I ask that the Village Board address the  
21 continued creation of substandard lots by  
22 subdivision, and the ongoing purchase of Village  
23 houses by outside investors. So many of these  
24 properties are then converted into overcrowded  
25 two-family houses with concern for the neighbors" --

1 "without" -- sorry -- "the concern for the neighbors  
2 or the Village.

3 These developers are making their profits at  
4 the expense of Village residents, while degrading our  
5 quality of life and overtaxing Village utilities,  
6 roads and services.

7 Thank you. Jack Weiskott, 229 5th Avenue,  
8 Greenport."

9 I also have a petition to the Greenport Village  
10 Board of Trustees, Zoning Board of Appeals and the  
11 Planning Board.

12 "The undersigned residents and neighbors of  
13 5th Avenue strongly oppose any further subdivisions  
14 on 5th Avenue.

15 We are dismayed at the seemingly endless  
16 overdevelopment in our Village. Single family homes  
17 are increasingly being purchased by investors and are  
18 frequently converted to overcrowded two-family  
19 rentals.

20 Fifth Avenue in particular is possibly the most  
21 densely populated street in the Village, with  
22 resultant heavy traffic and on-street parking.  
23 Essentially, 5th Avenue is now a one-lane road.

24 We ask that you consider carefully the  
25 direction of the Village as a whole, and 5th Avenue

1 in particular, and to refuse, with cause, to  
2 entertain further subdivision."

3 MAYOR HUBBARD: Okay. Thank you.

4 MS. PETERSON: Additionally -- additionally, I  
5 just wanted to comment myself as well.  
6 Unfortunately, I was not able to print out what I  
7 wanted to say, I had issues with my printer.

8 Thank you for taking the time to listen to the  
9 concerns of the residents in regards to the proposed  
10 subdivisions of substandard lots on 238 5th Avenue  
11 and 221 5th Avenue. Many times over the past several  
12 years, as we, the residents of 5th and 6th Avenues,  
13 grappled with these issues, the general consensus has  
14 been that our concerns have fallen on deaf ears.  
15 Both the Planning Board and ZBA have heard our  
16 concern in relation to these two subdivisions  
17 multiple times in regards to the health, safety,  
18 welfare, living conditions of the residents  
19 surrounding the proposed substandard division of  
20 these two properties.

21 Photos and videos have been submitted for  
22 review on the overcrowded condition of the two  
23 residences as they stand now.

24 Adding to the density of both these areas would  
25 most definitely add to the concerns already raised at

1 previous Planning Board and ZBA meetings.

2 I would like to request that to alleviate the  
3 concerns, as the request for these substandard lots  
4 to be developed jumps back and forth from the  
5 Planning Board and the Zoning Board, that you, the  
6 Village Board of Trustees, seriously consider passing  
7 a moratorium or a ban, if you so wish, on further  
8 development of lots of this size. They do not meet  
9 the Village Code for square footage for the plot size  
10 or the required setbacks as currently written.

11 Also, if you take into consideration the square  
12 footage of the house itself that is planned for these  
13 properties, that it should also fall into the  
14 requirements as written in the code.

15 Additionally, for lots that can be subdivided  
16 according to current Village Code, that the owner of  
17 the property be present as a resident.

18 We do not need additional properties in the  
19 Village of Greenport without absentee -- with  
20 absentee landlords who do not properly care for the  
21 properties they rent, and who abuse the renters of  
22 these properties by renting to more than the required  
23 five related adults. This would not only address the  
24 concerns of the neighboring residents, but ensure  
25 that the tenants of these rentals are not living in

1       substandard conditions to the benefit of the property  
2       owners. Thank you.

3               MAYOR HUBBARD: Thank you.

4               MR. SWISKEY: William Swiskey, 184 5th Street.  
5       The meetings are run much more professionally,  
6       George, I have to agree.

7               And as far as the ZBA and the Planning Board,  
8       and the Skyping or calling in on a computer, I'm in  
9       complete agreement, that that shouldn't happen. If  
10      you choose to serve, granted, say you miss a whole  
11      month worth of meetings, 30 days, but when you go  
12      away for the whole winter, I mean, that's just not  
13      acceptable.

14              Now the Village Board has two options, I  
15      believe. Could we appoint alternates to -- or  
16      increase the size of the Boards, Mr. Prokop, so  
17      there'd be like maybe six or seven people instead of  
18      five? Because once you get down to four, it's kind  
19      of -- it's kind of tricky. Is it possible to appoint  
20      alternates who could actually vote?

21              MR. PROKOP: You could -- under the Village  
22      Law, the Board could increase the number of people on  
23      the ZBA, I believe, to seven. I'm not -- I'm not  
24      100% sure about that, it may be possible. But as far  
25      as alternates, you could not do alternate -- you can



1       appoint alternates, and we have that in our law, but  
2       an alternate -- the purpose of an alternate is for  
3       when there's a conflict of interest, not for when  
4       somebody is away.

5               MR. SWISKEY: Well, then if I was the Board,  
6       I'd consider increasing the size of the Board to  
7       seven people, because, right now, you've got a  
8       Planning -- a Zoning Board that might be down to  
9       three members one time this winter, and you have a  
10      Zoning Board -- I mean, excuse me, you have a  
11      Zoning -- you have a Zoning Board that might be down  
12      to three members some time this winter, and you have  
13      a Planning Board that was down to four members for  
14      how long? So I think it's time for the Board to take  
15      into consideration, either increase it to six or  
16      increase it to seven, and have Mr. Prokop or the Code  
17      Committee discuss it, write up a law, something  
18      that's acceptable. And then at least if you have  
19      five people there, even if you don't -- even if you  
20      have seven, you've got five people, you've got enough  
21      of a -- I don't know what you'd call it, a group that  
22      the decision is firm. I mean, a decision that was  
23      made say two to one, I don't know if that's legally  
24      possible; is it Mr. Prokop?

25             ATTORNEY PROKOP: There's no legal two-to-one

1 decision, no. It has to be -- you need at least  
2 three votes to pass.

3 MR. SWISKEY: There's also -- all right. So,  
4 again, that's what I'm saying. It's possible that,  
5 you know, we have to take some type of action to  
6 address this, since people are -- you know, we have a  
7 lot of seasonal residents, whether we like it or not,  
8 in other words. And, you know, to me that's -- the  
9 same thing could happen on the Village Board, you  
10 realize that, I mean, and that gets to be scary. So,  
11 you know, I could see a one-month absence, even two  
12 months if there were extenuating circumstances, but  
13 three months, that person should resign. In other  
14 words, you took the job, you knew what it was. I  
15 mean, I can't, you know --

16 MAYOR HUBBARD: I mean, just in fairness to  
17 Chairman Moore, he did ask if I wanted him to resign  
18 at that point. He was still going to be here for two  
19 more months and then he will be back.

20 We will consider going from five to seven  
21 members, but right now, we're having trouble getting  
22 people just to fill up the five seats. I don't know  
23 if we're going to find two more that's going to be  
24 willing to go on it. But we're definitely looking at  
25 what we could with that.

1           MR. SWISKEY: I bet you could find two more  
2 people to serve, you know what I mean? Are there  
3 people here who would be willing to serve? I would.  
4 I mean, I bet you could find two more members.  
5 People are not asked. Who in here has ever been  
6 asked beside my friend John? I mean, so see the  
7 point? All right.

8           MAYOR HUBBARD: When we had openings on the  
9 Planning Board, I did announce it at several meetings  
10 that we were looking for people to send in resumes  
11 and let us know who might be willing to serve. We'll  
12 do that again. You know, I don't want to make it  
13 from five to seven and have nobody to fill the seats,  
14 because then we're not accomplishing anything, that's all.

15           MR. SWISKEY: All right. But it is an issue  
16 and we're going to have to look into it.

17           And as far as a total ban on subdivisions, I  
18 don't think that's good either, because that's going  
19 to wind up in a lawsuit, because it would be obvious,  
20 you would be -- you would be doing this to basically  
21 stop one person. Right now, that person really  
22 has -- the ZBA turns this person down, this person  
23 has no recourse, if they turn him down for legitimate  
24 reasons. If you put a ban on him, he's going to walk  
25 in here with a lawyer, into Federal Court and you're

1 going to have a civil rights lawsuit that you  
2 probably can't win, so you got to go slow here.

3 I mean, I've looked at the lots, all right, and  
4 I'm not a member of any Board, ZBA or Planning Board,  
5 but to me, I've looked at both of them and neither  
6 one of them merit a subdivision. One would be all --  
7 one would be a flag lot with a garage in the way, and  
8 the other one would be so narrow it would be  
9 pathetic.

10 Plus, if somebody's house burned down, and  
11 this, again, I have to ask Mr. Prokop, if my house  
12 burned down, it's an undersized lot, do I have to go  
13 and get a variance to rebuild on it?

14 MR. PROKOP: You know, it depends on the  
15 particular circumstances, but there is -- there is a  
16 possibility where you might have to do that, yes.

17 MR. SWISKEY: So, yeah, that could be really  
18 like wow, you know what I mean? So you've got to  
19 walk slowly there.

20 And, oh, I want to congratulate the Board on  
21 looking into that sewer drying bed, because that to  
22 me could be a complete disaster. So I assume that's  
23 dead.

24 MAYOR HUBBARD: Which was that, Bill? I'm  
25 sorry.

1 MR. SWISKEY: The sewer drying bed up there.

2 MAYOR HUBBARD: Yes. No, that is dead.

3 MR. SWISKEY: You're better off to pay to haul  
4 the sludge off, it's gone. You have no  
5 responsibility. Even if you have to raise the rates  
6 a little to cover it, do that, instead of buying it  
7 and say it's going to be a profit. You know, it was  
8 in my mind and they never worked.

9 And, oh, in the Light Plant, I understand we're  
10 getting ready to sue, but do we have a plan to fix  
11 this stuff? What is it going to take to fix this  
12 stuff besides the lawsuit?

13 MAYOR HUBBARD: A & F testing has -- is that  
14 complete now, the report?

15 MR. PALLAS: They're still in the middle of the  
16 engineering. I've spoken to them a few times.  
17 They're moving forward. They're just going a little  
18 slower than I hoped, but they are come up with a --  
19 what I think is a good solution to it.

20 MAYOR HUBBARD: Okay.

21 MR. SWISKEY: Well, is it a good solution or is  
22 it a fix, because there's a difference between a  
23 solution and a fix. A fix, you're accepting  
24 something that's not optimum. You should have  
25 optimum. In other words, well, we'll fudge this so

1 we can do this. That's not fix.

2 MAYOR HUBBARD: No.

3 MR. SWISKEY: I mean, that's a fix, not an  
4 optimum solution to that, so --

5 MAYOR HUBBARD: Our intention, when we  
6 discussed it, was to make it fully functional the way  
7 it was supposed to be.

8 MR. SWISKEY: The way it was supposed to be,  
9 yes.

10 MAYOR HUBBARD: Yes. That is our intention of  
11 what we're going for.

12 MR. SWISKEY: And I think we have to start  
13 pushing a little bit there, because we'll start  
14 running out of time. You know, you can only let this  
15 drag on so long and then you just -- the court,  
16 they'll laugh you out of court, for one thing, and it  
17 gets more expensive each day, because things don't  
18 get cheaper.

19 All right. Oh, I asked you a while ago if you  
20 could get -- a list of the lawsuits the Village  
21 engaged in presently could be available, you could  
22 bring it up. That list has never been put together?

23 MAYOR HUBBARD: I don't believe so, Bill. I  
24 forgot about that, that we talked about it. I will  
25 get that for you for next months.

1 MR. SWISKEY: Thank you very much, I'd  
2 appreciate it, George.

3 And as far as the overcrowding in these houses,  
4 we could go out right now and I could show you which  
5 ones. Is our Code Enforcement Officer going to work  
6 nights or not?

7 MAYOR HUBBARD: Yes. We talked about that at  
8 the last meeting and that is the intention, to switch  
9 some days around and everything else, and get him  
10 nights and weekends and alternate it around.

11 MR. SWISKEY: Because it's not hard to catch  
12 these people. We can go right now and catch them. I  
13 mean, you know, you just knock on the door of the  
14 rental properties, and if he's filed his -- for his  
15 rental permits, you have the right to inspect. In  
16 other words, you don't even need a warrant. We're  
17 doing random inspections, like random drug testing.  
18 If you had to, you could even change the law and put  
19 that in the law.

20 Oh, and there's a -- these Adams Street parking  
21 lot lights, it's resolution 12-2015-9, our share is  
22 \$22,000, if I read right at the work session or  
23 something.

24 MAYOR HUBBARD: Yes. It's part of a grant from  
25 several years ago that got resurrected. All the

1 details of that, I'm not right up on it, so, I  
2 mean --

3 MR. SWISKEY: Do you realize that it may not be  
4 worth it? Has anybody calculated how many lights  
5 we're going to have and what's the average savings  
6 per light? It could be 50 years before you regain  
7 the \$22,000. Some of these things are not that  
8 great.

9 MAYOR HUBBARD: Okay. I mean, it was all  
10 analyzed back then, but that was when Mr. Naylor was  
11 here and I don't remember the information.

12 MR. SWISKEY: Well, it is now alive because  
13 somebody wanted new lights, George, but \$22,000 is  
14 half the street lighting budget. And if these  
15 lights, and because you're not doing Village -- if  
16 these lights save you \$1,000 a year, which I doubt  
17 that they'll even do, that's a lot of years and the  
18 lights will be worn out. If you're going to do these  
19 kinds of lights, and you shouldn't be -- the grant  
20 may not be worth it, is what I'm saying. It might be  
21 better to give it back, and you just buy "X" amount  
22 of fixtures each a year and replace them yourself.  
23 That way you spend a lot less than \$22,000 and we get  
24 to save, because the older fixtures wear out, you  
25 replace them with a new one. But \$22,000 is a lot on



1 a street lighting budget that's only fifty-some  
2 thousand dollars a year.

3 MAYOR HUBBARD: Okay.

4 MR. SWISKEY: So, if somebody had done real  
5 math, and I can't see more than -- the savings on  
6 these particular lights being more than 10%, and I --  
7 do you know the number, Mr. Pallas, how many?

8 MR. PALLAS: Bill, I don't know off the top of  
9 my head. I'll have to take a look at it to figure  
10 that out.

11 MR. SWISKEY: Is it a couple of dozen?

12 MR. PALLAS: How many lights?

13 MR. SWISKEY: Yeah.

14 MR. PALLAS: Oh. Bill, I'm sorry, I don't  
15 know. It's several lights on Front Street and Main  
16 Street, and the parking lot lights, plus we're adding  
17 lights to the park -- to the west side of the parking  
18 lot behind the IGA.

19 MR. SWISKEY: The west side, you're adding --  
20 is there a reason for that?

21 MR. PALLAS: It was part of the grant. That  
22 was all part and parcel of the grant.

23 MAYOR HUBBARD: At the time when it was done,  
24 Adams Street was very dark at night and everything  
25 else. So it was to improve the lighting and add more

1       lighting, so people felt safe leaving the restaurants  
2       and going to the parking area.

3               MR. SWISKEY: I wasn't aware there was a crime  
4       situation, because Adams Street, I've lived there all  
5       my life and it's pretty well lit north and south  
6       side. The cop sits on the north side and waits for  
7       people to come out of the Whiskey Wind.

8               MAYOR HUBBARD: Well, okay.

9               MR. SWISKEY: We know that, everybody knows  
10      that. If you wait --

11              TRUSTEE PHILLIPS: Can -- I'm sorry.

12              MR. SWISKEY: Go ahead, Mary Bess.

13              TRUSTEE PHILLIPS: It's my understanding that  
14      that grant, the amount I think you're talking about,  
15      Bill, has a shared amount from the Business  
16      Improvement District that's been committed for --  
17      what is it?

18              CLERK PIRILLO: Almost 10,000, over nine.

19              TRUSTEE PHILLIPS: Almost 10,000. So I think  
20      what the amount of 22, if I'm correct, is the overall  
21      awarded amount, correct? I can't remember, it's been  
22      a while. I would have to --

23              MR. PALLAS: I'm sorry, I just don't remember.  
24      I know the amount we're getting from the County is  
25      65,000, that I know. And the match was a combination

1 of Village and BID, and the number nine, I think over  
2 nine for the BID.

3 TRUSTEE PHILLIPS: Okay. And the original plan  
4 was to put the lighting on -- in the Adams Street  
5 parking lot where there wasn't lighting before.

6 MR. PALLAS: Correct, there's no lights there  
7 now.

8 TRUSTEE PHILLIPS: Right, and which originally  
9 had the connections, which the copper, or whatever,  
10 is now missing, because somebody stole all that. But  
11 that was to put lighting into the area of Adams  
12 Street that hasn't had street lights in the back  
13 across from the liquor store --

14 MR. PALLAS: Right.

15 TRUSTEE PHILLIPS: -- and behind IGA. That was  
16 part of that grant process.

17 MR. SWISKEY: Are you talking about the South  
18 Street parking lots?

19 TRUSTEE PHILLIPS: Yeah.

20 MR. SWISKEY: I mean, that's not Adams Street.  
21 You're talking about the South Street parking lots,  
22 the parking lots adjacent -- west of the IGA?

23 TRUSTEE PHILLIPS: Right. That was part of it,  
24 along with also trying to, if I remember correctly,  
25 light up some of the right-of-ways that go from Front

1 Street to go across from Adams to use those parking  
2 lots, because they're not used because they're dark.  
3 Part of it was to encourage employees that were  
4 working at the local restaurants to use those back  
5 lots, instead of parking in the ones closer to the  
6 establishments, that was part of it. It was part of  
7 trying to increase the areas where people were  
8 uncomfortable.

9 After the parking study had been done back in  
10 2009, 2010, it came out that a lot of the working  
11 force were actually coming out early and parking  
12 their cars in available spaces and going home, and  
13 then that way their vehicles were near the places,  
14 because they felt uncomfortable walking from, let's  
15 say, Claudio's or from some of the other restaurants  
16 that were there to the back lots over where IGA is.  
17 So that was part of that. It wasn't just the Adams  
18 Street parking lot.

19 MR. SWISKEY: You know what that sounds like to  
20 me? That sounds like lazy employees that made up an  
21 excuse, that's what that amounts to, because there's  
22 only one real alley besides First Street, where you  
23 go from Front Street to the Adams Street parking lot,  
24 and we lit that up years ago with a 400-watt flood  
25 light and a light facing into the lot. And there

1       used to be two lights on the back -- there used to be  
2       a light in the back of each one of those lots in the  
3       back. I guess the lights went out and the Village  
4       never replaced them for some reason, but that was --  
5       they were 100-watt street lights. So this whole  
6       thing I think needs to be looked at again before we  
7       spend money and waste it.

8               Now there never was any copper in those -- for  
9       the South Street parking lots west of the IGA. There  
10      was a tube in for pole wire. I believe the tubes are  
11      still there, it was plastic pipes. Now, if you want  
12      to put some mounted lights there, you're talking  
13      probably you're going to put Steinbergs or something  
14      like that, they're going to cost you about 10 grand  
15      a piece, you realize that? Those pole lights are not  
16      cheap. They're, you know, the ones -- I forget. The  
17      last batch we bought was for the railroad dock and  
18      they were destroyed by the boat, they were about five  
19      grand a piece.

20             So you might want to just consider wooden poles  
21      and aluminum arms instead of something fancy, because  
22      it's -- but I'd look into the whole thing, because I  
23      don't really think it's necessary. And those parking  
24      lots, believe it or not, are full in the summer,  
25      because I go down there and there's no parking.

1           So I think this needs a little research again  
2 before we get too deep into it, spend too much of the  
3 Village's money, because grants, like I said, like  
4 the one in Fifth Street, are not always what they  
5 appear to be. Thank you.

6           Oh, and there was a -- oh, one more thing here.  
7 I filed a -- basically a complaint in the Building  
8 Department about the height of the fence at the Light  
9 Plant and I never got an answer from her. I don't  
10 understand it. It would be a simple answer, "Bill,  
11 this is why it is or why it isn't." I never got an  
12 answer from her, I don't understand why. Does she  
13 think it's a joke?

14           MAYOR HUBBARD: No. She had -- she had had a  
15 written response that I had seen. I guess it  
16 didn't --

17           TRUSTEE MARTILOTTA: I saw it as well, yeah.

18           MAYOR HUBBARD: I mean, it was sent to the  
19 Board. I didn't know -- I never saw your official  
20 complaint of what you were complaining about. She  
21 had an answer when it was done, why it was done with  
22 the cement wall and the block wall and the gate. I  
23 don't know what the original complaint was, Bill.

24           MR. SWISKEY: Well, I've never seen the answer  
25 to my complaint. I --

1 TRUSTEE MARTI LOTTA: I could send that you.  
2 Oh, I apologize. Like I said, I could forward that  
3 to you right after the meeting, Mr. Swiskey. I  
4 assume we saw the same one. I just assumed that it  
5 had gone to you as well, Mr. Swiskey.

6 MR. SWISKEY: No.

7 TRUSTEE MARTI LOTTA: I apologize.

8 MR. SWISKEY: I've never seen an answer to it.  
9 And usually, when you complain to a public official,  
10 they usually respond. I used -- you used to respond  
11 to the person that makes the complaint. You explain  
12 to them the law, you explain to them this, you  
13 explain to them that.

14 And here's another thing, and some people are  
15 saying -- is there is Board resolution that the  
16 Village exempts itself from its own code? Because  
17 you can do that. Have we done that? I don't believe  
18 there is one.

19 MR. PROKOP: I don't believe so.

20 MAYOR HUBBARD: Not that I know of.

21 MR. SWISKEY: Maybe Mr. Prokop, no?

22 MR. PROKOP: No, I don't believe that there is  
23 such a code or resolution.

24 MR. SWISKEY: Because what you can do is you  
25 can exempt yourself from the fees, but you really

1 can't exempt yourself from the code unless you pass a  
2 resolution, and you can do it every -- and we don't  
3 have to -- whenever we feel like it, or you can do it  
4 on an individual basis. But I think it's something  
5 the Board needs to consider, because when you're out  
6 there telling this person you can't have this and you  
7 can't have that, and the Village is doing what the  
8 person can't have, that doesn't make a good  
9 impression. That's -- that to me is the epitome of  
10 selective enforcement.

11           Anyway, you all have a Happy New Year.

12           MAYOR HUBBARD: Same to you. Thank you.

13           MS. GORDON: Dinni Gordon, 152 6th Street.

14           I wanted to say just a couple of things about  
15 the question of the number of people who should be on  
16 the ZBA, and about Doug Moore's absence during the  
17 winter.

18           I guess I think -- I understand the limitations  
19 of Skype, but I also think this is a modern  
20 technology which is used in, you know, international  
21 agreements, and that we shouldn't turn our back on  
22 this method of extending the discussion of important  
23 issues like zoning in the Village.

24           He is not going to vote. He is not allowed to  
25 vote. I think none of us would have wanted him to



1 vote from a distance, so that's not an issue. But  
2 his participation, however it's provided, adds to the  
3 richness of the debate.

4 So this gets me to the other thing which is  
5 really addressed to you in kind of a request, and  
6 that is that I think the idea of expanding the ZBA to  
7 seven people is probably a good idea, and at least  
8 should be considered by you. And I thought about it  
9 partly because I can't be here in February, for the  
10 February meeting, so that means there are three  
11 people. Now that means that anything that's going to  
12 get done has to be done unanimously, there has to be  
13 three votes. Many of the issues we deal with are  
14 dealt with with unanimity, but not all, and it seems  
15 to me a much healthier situation if you don't have  
16 just three people, and to know that nothing can be  
17 done if you're not going to do it unanimously. If  
18 you had seven people on the Board, that would be much  
19 less likely to happen. So I'm just suggesting. And  
20 I think there are probably some disadvantages to it  
21 which I haven't thought of, but I just do think that  
22 it's worth thinking about. Thanks. That's it.

23 MAYOR HUBBARD: Thank you.

24 MR. PROKOP: Mayor, can I comment?

25 MAYOR HUBBARD: Yes.

1 MR. PROKOP: I was going to comment. So there  
2 is a provision in the law to expand from three to  
3 five. I'm not sure. I don't want to say that you  
4 cannot do it, but I'm not certain that there's a  
5 provision to increase it from five to seven.

6 There -- I knew that there was an increase that was  
7 available, but I believe the increase is from three  
8 to five. It may not be available from five to seven.

9 There is also opinions under the Open Committee  
10 -- Open Government Committee -- excuse me, the  
11 Committee on Open Government. I apologize. The  
12 Committee on Open Government has issued opinions  
13 regarding video conferencing and participation in  
14 voting, and they're consistent with a code section  
15 under the New York State Law, which is Section 103(c)  
16 of the Public Officers Law. And there is a  
17 discussion regarding video conferencing and  
18 participation, but I believe that it may have to  
19 become the procedures of the Board and/or the law of  
20 the Village if we were to ever consider that. And  
21 I'll continue to look. As I told the ZBA, I will  
22 continue to look into it, let you know exactly what  
23 the procedure would be if it's available.

24 MS. GORDON: Thank you.

25 MAYOR HUBBARD: Okay. Thank you.

1 MR. SALADINO: John Saladino, 6th Street. Are  
2 there any walk-off agenda items that aren't on the  
3 agenda?

4 MAYOR HUBBARD: (Shook head no.)

5 MR. SALADINO: Is there a going to be an  
6 Executive Session?

7 MAYOR HUBBARD: No.

8 MR. SALADINO: I should have that like printed up.

9 I wasn't going to speak tonight until it came  
10 up about -- in the interest of full disclosure, I am  
11 a member of the ZBA. Chairman Moore did discuss with  
12 the ZBA about his absence. And Dinni, Mrs. Gordon  
13 also will be gone in February.

14 I'm not sure as far as -- as far as Mr. Moore,  
15 as far as Doug, I think it would be counterproductive  
16 not to have him hear the debate when certain  
17 applications come in front of the -- I think it would  
18 be counterproductive for any member not to hear  
19 what's going on. He agreed, he wouldn't vote, but  
20 for him to gather the information for when he gets  
21 back and be up to speed, and be up -- or any member,  
22 and to be up to speed and be on the same page, I  
23 think -- I was going to say it was -- it would be a  
24 no-cost item, but I don't really know if it would  
25 cost anything, you know. I know there's certain

1 restrictions. It has to be noticed wherever --

2 MAYOR HUBBARD: Right.

3 MR. SALADINO: -- the person -- but as far  
4 as -- as far as being available for the debate, to  
5 hear what the public has to say, what the applicants  
6 have to say, and what the Board's response to them  
7 is. Obviously, he can't see the public. You know,  
8 sometimes they're angry and sometimes they're not,  
9 you know, and that -- it doesn't influence the  
10 decision, as you all know, but, you know, you don't  
11 -- so for him not to be able to participate, I think,  
12 like I said, would be counterproductive.

13 I really don't think he should vote. That in  
14 itself presents a problem, you know. Now, even with  
15 the four other members, a two-two tie, it's always  
16 nice to have that odd.

17 As far as increasing from five to seven, the  
18 Attorney would know better. I read the NYCOM  
19 handbook. I know there are zoning boards with seven  
20 members. I don't know what the procedure for that  
21 would be. If it's city, or county, as opposed to  
22 village, I don't really know. I would be opposed to  
23 increasing the numbers. I think -- I think the  
24 problem is we live in a -- in an area that it gets  
25 cold in the winter, and people just want to get out

1 of the cold. So you could have 16 -- 17 members on  
2 the ZBA and chances are eight or nine of them are  
3 going south for the winter, and now you're stuck with  
4 the same situation. I mean, any odd number board, if  
5 one person leaves, now there's always a possibility  
6 of a tie. A tie fails, you know. It's the same as  
7 two, two-one, you know, eight-eight, fails. So I  
8 would really think that over a little more as far as  
9 increasing.

10 As far as alternates, I was opposed to  
11 alternates when it was first suggested. You can't  
12 expect somebody to sit here for four, five months,  
13 seven months and then step in because somebody's  
14 going to be gone. You know, I think it's asking too  
15 much of a person to sit here, show up for every  
16 meeting and then not get to vote, you know, and not  
17 participate. So I think you might want to think  
18 about that, too.

19 As far as -- there is one question. I had  
20 another thing about that, but I can't remember. I  
21 have one question about the agenda, and before I ask  
22 it, I don't want anybody to think that I'm opposed to  
23 the deal, or Mr. Goubeaud as the Manager, I think  
24 he's doing a fabulous job. I just have a question  
25 about the contract, the process.

1           The job originally was advertised with an RFP.  
2           You asked for people who wanted this job. Now the  
3           job has been awarded, he's done a great job for the  
4           last, four or five years, however long he's had the  
5           job. I don't think anybody probably could have done  
6           better. Maybe, I don't know. But now the contract  
7           is just automatically renewed. I'm not sure I  
8           understand that.

9           I kind of think -- I don't like contracts that  
10          are -- for myself, that are automatically renewed. I  
11          think people should -- at the end of a contract term,  
12          people should talk, work out some details, and shake  
13          hands, and sign a new contract, not that the three  
14          members of this Board and the contractee are friends,  
15          and then it's a contract in perpetuity. You know,  
16          I'm not sure that's a good idea.

17          And there's a couple of clauses in here I just  
18          have to ask you about. I love the idea that -- I've  
19          been whining to you guys about the Visitors Dock for  
20          years. I love the idea that they're going to -- you  
21          know, he's going to -- he's got an incentive to go  
22          over there and get some money, I think that's great.  
23          There's a clause in here, the incentive consideration  
24          through the contractor shall be adjusted not to --  
25          shall be adjusted for any increases in revenue that

1 are not specifically to the efforts of the  
2 contractor, including, but not limited to, revenues  
3 that are due to expansion of the seasons, or  
4 facility, or any structural changes. I'm not sure.  
5 Isn't the whole idea of an incentive that he brings  
6 in more money? Is this saying -- and I would ask the  
7 Attorney through the Board. Is this saying that you  
8 get to pick what -- if he makes extra money, you get  
9 to pick if it was through his efforts or through --

10 MAYOR HUBBARD: Right. No. In general, it's  
11 supposed to be for work that he does and brings in  
12 additional revenue for him, himself. If we would  
13 change the rates of the Marina, we have a dollar  
14 figure written in there. If we change an extra 15  
15 cents per foot, he's not going to get commission on  
16 that, because that's something that we're doing  
17 structurally. If we open the Marina up for two extra  
18 months a year, earlier and later, just because we  
19 think there's more business there, that's our doing,  
20 not his. So that's a target number for him. If we  
21 change our rules on it to increase revenue, he's not  
22 getting a portion on that part of it.

23 MR. SALADINO: And not being totally familiar  
24 with last year's budget, or what was taken in for the  
25 Marina, this \$575,000 was about what we made?

1           MAYOR HUBBARD: That's -- yeah, that's numbers  
2           that came from the Treasurer, what we made this past  
3           year.

4           MR. SALADINO: And the other thing about the  
5           contract is, again, being the whiner that I am, I've  
6           been asking you guys about a Harbor Master. I think  
7           it's crazy not to have a Harbor Master. In this, it  
8           basically says he assumes the duties of a Harbor  
9           Master. I voiced my opinion about that last time.  
10          Especially now reading this contract, Jeff has  
11          additional duties, the Railroad Dock, the MTA  
12          property, the Visitors Dock, the Campgrounds. I  
13          just -- I just don't see -- I just don't see him  
14          being able to control the harbor. Neither the  
15          Village -- so I would ask you again, in your  
16          consideration for the budget, in your deliberations  
17          about the budget, maybe set aside a few dollars for a  
18          Harbor Master.

19          MAYOR HUBBARD: Okay. There is discussions  
20          going on with that, of trying to fund a position for  
21          it. It also had been suggested, the Fire Department  
22          has their boat sitting down there, not being used all  
23          the time. So we'll try to work with the Chiefs of  
24          the Fire Department to see if we could have our  
25          Harbor Master use their boat that's already equipped



1 with lights and radios and everything else, to get it  
2 used more often, and we just need to man it. So  
3 that's something I'm looking for for next year's  
4 budget.

5 MR. SALADINO: Just -- again, just the physical  
6 presence --

7 MAYOR HUBBARD: Yeah.

8 MR. SALADINO: -- of somebody out there with --

9 MAYOR HUBBARD: Without a doubt.

10 MR. SALADINO: -- a blue light or a red light,  
11 whatever color lights are on the fire boat, I'm not  
12 sure. The other guy had a blue light. You know, it  
13 just -- it would do -- again, I'm out there every  
14 day, and some of the stuff you see is pretty crazy,  
15 you know. And we need somebody, not to lock anybody  
16 up or anything, just to say, "Hey, don't do that,"  
17 you know.

18 MAYOR HUBBARD: Without a doubt. That's the  
19 intention, that Friday afternoon, Saturday and Sunday  
20 to have that boat out there, instead of us having --  
21 we used to pay somebody to use their own boat, or  
22 we'd try to get a boat and everything else. I'm  
23 trying to do it where if we could just fund a person,  
24 the Fire -- the boat the Fire Department uses needs  
25 some other work on it. So if we could do some of the

1 repairs on it and get it taken care of, and make it  
2 multi-use, Fire Department and a Harbor Master, and  
3 have somebody out there using it. That's the  
4 intention I'm looking for for the new budget.

5 MR. SALADINO: That would be -- and, well, now  
6 you brought that up and you said that is kind of like  
7 your intention, maybe. This contract it puts the  
8 Harbor -- the Marina Manager in charge, and, you  
9 know, Harbor Master, he would answer to the Marina  
10 Manager.

11 MAYOR HUBBARD: Well, most of this stuff is  
12 landlocked stuff, this is all stuff he's doing on  
13 land, you know, checking the moorings, that stuff.  
14 The Harbor Master would be more somebody that's just  
15 going to be out patrolling the water, just looking,  
16 making sure people are observing the speed buoys,  
17 when the boats are zooming in, if there's a boat  
18 sitting out there. You know, the police don't have  
19 the time for it, but if we had somebody there at a  
20 small amount of cost, it would just be more of a  
21 deterrent for people to be doing crazy things around  
22 there.

23 MR. SALADINO: As just as far as the police, I  
24 mean, the police are here.

25 MAYOR HUBBARD: Yes.

1 MR. SALADINO: The logic was that the Sheriff  
2 the Police, the Southold, the County would handle it.  
3 That's not -- they come on the Fourth of July. You  
4 know, they're not here. They're not here --

5 MAYOR HUBBARD: Without a doubt.

6 MR. SALADINO: -- so you need somebody here.

7 I mean -- oh, I remember. The last thing I  
8 wanted to tell you was about the moratorium, the  
9 suggested moratorium for subdivisions. I would be  
10 opposed. Again, as a member of the ZBA, I would be  
11 opposed to a moratorium on subdivisions. There are  
12 legal lots. There are 15,000 square foot lots that  
13 can legally be subdivided. I don't think we should  
14 take that away from somebody.

15 I think what the Village Board could do is  
16 trust the statutory Boards and perhaps give them a  
17 little guidance. This is -- not to interpret the  
18 code or not to tell them how to vote, but to suggest  
19 to them the direction that this Village would like to  
20 go and have -- and have them, you know, think about  
21 that. This is the direction we would like to take,  
22 and we would kind of like you guys to think about  
23 that. I think that would go a long way. And if you  
24 trusted them do their job, I think a lot of the stuff  
25 that we talked about here tonight, about substandard

1       lots and stuff, would just kind of go away.

2               So, thank you. Thanks for listening. Happy  
3       New Year.

4               MAYOR HUBBARD: Same to you. Thank you.  
5       Anyone else?

6               MS. ALLEN: Chatty Allen, 5th Avenue. I agree  
7       with a lot that's been said about -- especially those  
8       two places on 5th Avenue. No way put a second house  
9       on either one of those. I live a little further down  
10      in an apartment complex and there's stuff that goes  
11      on there that shouldn't be either.

12              My question is have letters or anything already  
13      gone out about getting vehicles off the road? I'm  
14      talking in writing, not on the internet, because you  
15      don't always get that, so that people know. We're  
16      supposedly to get snow this week, but it's going to  
17      be coming up, and what exactly the penalty will be,  
18      and will it be followed through?

19              MAYOR HUBBARD: Okay. Was anything added today  
20      the utility bills when they went out? I thought it  
21      was.

22              MR. PALLAS: (Nodded yes.)

23              CLERK PIRILLO: (Nodded yes.)

24              MAYOR HUBBARD: I think in November the utility  
25      bills had it in the memo section.

1 MS. ALLEN: I guess I'm not included in these  
2 memos. This is the second time I had not gotten a  
3 memo.

4 MR. SWISKEY: Me neither.

5 MS. ALLEN: I did not get it about the vote for  
6 whether or not to pay bills online, and I also  
7 didn't -- I did not get it about snow removal.

8 TRUSTEE PHILLIPS: Mayor.

9 MAYOR HUBBARD: Okay.

10 TRUSTEE PHILLIPS: I noticed on the bottom of  
11 the electric bills, because I kind of didn't catch it  
12 at first, but it was -- you put the notification down  
13 in the square of the bill. Either the print needs to  
14 be bigger, the font needs to be bigger so it draws  
15 attention to it, because it was really small and I  
16 had a hard time finding it.

17 MAYOR HUBBARD: Okay. The very bottom of the  
18 page, there's like an inch box that you could put  
19 memos in. It was -- I believe it was written in  
20 there. Can we just make up a flier and an additional  
21 page and stuff them with it, can we do that?

22 CLERK PIRILLO: Okay.

23 MAYOR HUBBARD: Okay.

24 MS. ALLEN: I mean, I know that when we -- I  
25 don't know about last year, but I know the winter

1 before, my car was parked during the day in between  
2 my school run, and there was a paper put on my car  
3 saying, "Get your car off the road, snow is coming."  
4 Is that going to happen again, so that -- you know,  
5 because my feeling is people -- I know you guys are  
6 trying to do the right thing now, and you're trying  
7 to get everybody off, but it's been the mentality of,  
8 "Oh, they haven't done this for years and years, so  
9 I'm not moving my car," and then look at what  
10 happened, you get, you know -- and 5th Avenue is one  
11 of them.

12 You know, I mean, half the time I loop this way  
13 to go home, because I can't come from Front Street.  
14 You know, there's cars parked on both sides, and if  
15 someone is trying to come -- and I save myself the  
16 hassle and I usually loop around the other way, but  
17 there's a lot of streets like that, you know. So if  
18 notices were put out in writing ahead of time that  
19 say, "Hey, look, this is going to happen," and I'm  
20 telling you, all you got to do is tow one car this  
21 year and people will get the message.

22 So have a nice new year.

23 MAYOR HUBBARD: You, too. Thank you. Did you  
24 want to say something?

25 TRUSTEE ROBERTS: I just wanted to add, you

1 might want to consider the message be put out in  
2 Spanish as well.

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

5 (No Response)

6 Okay. We'll move on to the regular agenda.

7 Offer RESOLUTION #12-2015-1, RESOLUTION  
8 adopting the December, 2015 agenda as printed. So  
9 moved.

10 TRUSTEE MARTI LOTTA: Second.

11 MAYOR HUBBARD: All in favor?

12 TRUSTEE MARTI LOTTA: Aye.

13 TRUSTEE PHILLIPS: Aye.

14 TRUSTEE ROBERTS: Aye.

15 TRUSTEE ROBINS: Aye.

16 MAYOR HUBBARD: Aye.

17 Opposed?

18 (No Response)

19 Motion carried. Trustee Roberts.

20 TRUSTEE ROBERTS: RESOLUTION #12-2015-2,  
21 RESOLUTION accepting the monthly reports of the  
22 Greenport Fire Department, Village Administrator,  
23 Village Treasurer, Village Clerk, Village Attorney,  
24 Mayor and Board of Trustees. So moved.

25 TRUSTEE ROBINS: Second.

1 MAYOR HUBBARD: All in favor?

2 TRUSTEE MARTI LOTTA: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE ROBERTS: Aye.

5 TRUSTEE ROBINS: Aye.

6 MAYOR HUBBARD: Aye.

7 Opposed?

8 (No Response)

9 Motion carried.

10 TRUSTEE ROBINS: RESOLUTION #12-2015-3,  
11 RESOLUTION ratifying the following two resolutions as  
12 approved by the Board of Trustees at the Trustees  
13 Work Session meeting held on December 17, 2015:

14 RESOLUTION authorizing the issuance of a check  
15 made payable to Paul Pallas, as Village  
16 Administrator, in the amount of \$1,300, to be used to  
17 set up the required cash drawer/banks for the  
18 operation of the Village of Greenport ice skating  
19 rink. The \$1,300 will be expensed from account  
20 number A. 7311.400 (Ice Rink Expense).

21 RESOLUTION authorizing the hiring of James  
22 Kalin as the interim part-time Fire Department  
23 Secretary, effective December 17, 2015.

24 So moved.

25 TRUSTEE MARTI LOTTA: Second.



1 MAYOR HUBBARD: All in favor?

2 TRUSTEE MARTI LOTTA: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE ROBERTS: Aye.

5 TRUSTEE ROBINS: Aye.

6 MAYOR HUBBARD: Aye.

7 Opposed?

8 (No Response)

9 Motion carried.

10 TRUSTEE MARTI LOTTA: RESOLUTION #12-2015-4,  
11 RESOLUTION ratifying the termination of the part-time  
12 employee of the Fire Department Secretary Jessica  
13 DeMartino, effective December 16, 2015. So moved.

14 TRUSTEE PHILLIPS: Second.

15 MAYOR HUBBARD: All in favor?

16 TRUSTEE MARTI LOTTA: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 TRUSTEE ROBERTS: Aye.

19 TRUSTEE ROBINS: Aye.

20 MAYOR HUBBARD: Aye.

21 Opposed?

22 (No Response)

23 Motion carried.

24 TRUSTEE PHILLIPS: RESOLUTION #12-2015-5,  
25 RESOLUTION approving the application of Kelly Hydel

1 to the Star Hose Company of the Greenport Fire  
2 Department, as approved by the Village of Greenport  
3 Fire Department Board of Wardens on December 16,  
4 2015. So moved.

5 TRUSTEE ROBERTS: Second.

6 MAYOR HUBBARD: All in favor?

7 TRUSTEE MARTI LOTTA: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE ROBERTS: Aye.

10 TRUSTEE ROBINS: Aye.

11 MAYOR HUBBARD: Aye.

12 Opposed?

13 (No Response)

14 Motion carried.

15 TRUSTEE ROBERTS: RESOLUTION #12-2015-6,  
16 RESOLUTION approving the application of William Cosby  
17 to the Rescue Squad of the Greenport Fire Department,  
18 as approved by the Village of Greenport Fire  
19 Department Board of Wardens on December 16, 2015. So  
20 moved.

21 TRUSTEE ROBINS: Second

22 MAYOR HUBBARD: All in favor?

23 TRUSTEE MARTI LOTTA: 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 ROBINS: RESOLUTION #12-2015-7,  
7 RESOLUTION approving the application of Dawn Conway  
8 to the Rescue Squad of the Greenport Fire Department,  
9 as approved by the Village of Greenport Fire  
10 Department Board of Wardens on December 16, 2015. So  
11 moved.

12 TRUSTEE MARTI LOTTA: Second.

13 MAYOR HUBBARD: All in favor?

14 TRUSTEE MARTI LOTTA: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE ROBERTS: Aye.

17 TRUSTEE ROBINS: Aye.

18 MAYOR HUBBARD: Aye.

19 Opposed?

20 (No Response)

21 Motion carried.

22 TRUSTEE MARTI LOTTA: RESOLUTION #12-2015-8,  
23 RESOLUTION authorizing the Village of Greenport to  
24 apply for participation in the New York State  
25 Department of Environmental Conservation's Asset

1 Management Program for the Waste Water Treatment  
2 Plant, at no cost to the Village of Greenport for the  
3 application. So moved.

4 TRUSTEE PHILLIPS: Second.

5 MAYOR HUBBARD: All in favor?

6 TRUSTEE MARTILLOTTA: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE ROBERTS: Aye.

9 TRUSTEE ROBINS: Aye.

10 MAYOR HUBBARD: Aye.

11 Opposed?

12 (No Response)

13 Motion carried.

14 TRUSTEE PHILLIPS: RESOLUTION #12-2015-9,  
15 RESOLUTION authorizing the solicitation of the bids  
16 for the purchase of new LED lighting for: The Adams  
17 Street Parking Lots, Front Street, and Main Street as  
18 awarded through the Suffolk County Downtown  
19 Revitalization Grant - Round 9 - regarding street  
20 lighting in various portions of the Village of  
21 Greenport, and directing Clerk Pirillo to notice the  
22 bid accordingly. So moved.

23 TRUSTEE ROBERTS: Second.

24 MAYOR HUBBARD: Go ahead, discussion.

25 TRUSTEE ROBERTS: Yeah. I wanted to clarify,

1 because Mr. Swiskey's comments made me think maybe I  
2 didn't really understand this. I understood this was  
3 a grant that we found from olden days, and we're  
4 spending that grant to buy some lights and that  
5 there's no cost to the Village. But maybe I am  
6 missing something, and if so, can someone clarify?

7 MAYOR HUBBARD: Okay. There is going to be a  
8 cost to us as part of this.

9 MR. PALLAS: Yes, there is a cost.

10 MAYOR HUBBARD: Approximate, how much is --

11 MR. PALLAS: I believe the match is 22, I  
12 believe.

13 TRUSTEE ROBERTS: It's a match.

14 MR. PALLAS: Total match.

15 TRUSTEE ROBERTS: Twenty-two thousand?

16 MR. PALLAS: I believe part of that match was  
17 from the BID as well.

18 TRUSTEE ROBINS: This is one of those Suffolk  
19 County Development Grants that the BID --

20 MR. PALLAS: Suffolk County Revitalization  
21 Grant, correct.

22 TRUSTEE ROBINS: Yeah, that they would partner  
23 with them on these grants.

24 TRUSTEE ROBERTS: So I guess my point would be  
25 maybe we shouldn't vote on this until we know

1 exactly -- I feel like I'm hearing more questions  
2 than answers right now. Maybe we could table this  
3 until next month until we have all the answers.

4 TRUSTEE PHILLIPS: Table it, lose it.

5 MAYOR HUBBARD: I mean, we could that. I mean,  
6 this is just to get the bids to see what the actual  
7 cost is going to be on it. There was a cost analysis  
8 that was done back then, if we could get the old  
9 paperwork and get the cost analysis out so everybody  
10 could see. This is just going to get us to start the  
11 process of getting prices. It doesn't mean we're  
12 spending the money, that we're doing anything.

13 TRUSTEE ROBERTS: Okay. Thank you.

14 MAYOR HUBBARD: We'll get the prices. Because  
15 it is old paperwork, the prices might not -- we might  
16 not be able to do what we planned on doing five years  
17 ago when it started.

18 MR. PALLAS: Right.

19 MAYOR HUBBARD: So this would get us the bid  
20 prices, but also get the old paperwork out and  
21 circulate that to the Board and the public of what  
22 the cost savings could be, where we're -- you know,  
23 where we're going with it, and let's see if it's  
24 still viable to do.

25 TRUSTEE ROBERTS: Fair enough.

1 MAYOR HUBBARD: Okay? All right. Any other  
2 di scussi on?

3 (No Response)

4 I'll call the vote. All in favor?

5 TRUSTEE MARTI LOTTA: Aye.

6 TRUSTEE PHILLIPS: Aye.

7 TRUSTEE ROBERTS: Aye.

8 TRUSTEE ROBINS: Aye.

9 MAYOR HUBBARD: Aye.  
10 Opposed?

11 (No Response)

12 Motion carried.

13 TRUSTEE ROBERTS: RESOLUTION #12-2015-10,  
14 RESOLUTION authorizing Trustee Robins and Village  
15 Administrator Pallas to attend the NYAPP Annual  
16 Winter meeting from January 27 to 28, 2016 in Albany,  
17 New York, at a conference fee of \$225 per person and  
18 a room rate of \$149 per person per night, plus all  
19 applicable travel costs, to be expensed from accounts  
20 A. 1210.400 (Mayor Contractual Expense) and E. 0781.100  
21 (Executive Department.). So moved.

22 TRUSTEE ROBINS: Second.

23 MAYOR HUBBARD: All in favor?

24 TRUSTEE MARTI LOTTA: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 TRUSTEE ROBERTS: Aye.

2 TRUSTEE ROBINS: Aye.

3 MAYOR HUBBARD: Aye.

4 Opposed?

5 (No Response)

6 Motion carried.

7 TRUSTEE ROBINS: RESOLUTION #12-2015-11,  
8 RESOLUTION approving the attached agreement between  
9 The Village of Greenport and Adventure Treks, Ltd.  
10 for the management of the Mitchell Park Marina  
11 Visitors Dock, and related work. So moved.

12 TRUSTEE MARTI LOTTA: Second.

13 MAYOR HUBBARD: All in favor?

14 TRUSTEE MARTI LOTTA: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE ROBERTS: Aye.

17 TRUSTEE ROBINS: Aye.

18 MAYOR HUBBARD: Aye.

19 Opposed?

20 (No Response)

21 Motion carried.

22 TRUSTEE MARTI LOTTA: RESOLUTION #12-2015-12,  
23 RESOLUTION approving an increase in the hourly wage  
24 rate for Derryl Baumer, from \$20.00 per hour to  
25 \$25.00 per hour, effective December 30, 2015 pursuant



1 to Article VII (Salaries and Compensation), Section 9  
2 (a) - Merit Clause - of the collective bargaining  
3 agreement in force between CSEA Local 1000 and the  
4 Village of Greenport. So moved.

5 TRUSTEE PHILLIPS: Second.

6 MAYOR HUBBARD: All in favor?

7 TRUSTEE MARTILLOTTA: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE ROBERTS: Aye.

10 TRUSTEE ROBINS: Aye.

11 MAYOR HUBBARD: Aye.

12 Opposed?

13 (No Response)

14 Motion carried.

15 TRUSTEE PHILLIPS: RESOLUTION #12-2015-13,  
16 RESOLUTION approving the Public Assembly Permit  
17 Application submitted by Star Hose Company #3 of the  
18 Greenport Fire Department for the use of the Polo  
19 Grounds on Moores Lane from 5 p.m. to 11 p.m. on May  
20 26, 2016 through May 30, 2016 for the annual Carnival  
21 Fundraiser. Fireworks in conjunction with this event  
22 are scheduled for May 28, 2016, and the fundraiser  
23 rain date is May 29, 2016. So moved.

24 TRUSTEE ROBERTS: Second.

25 MAYOR HUBBARD: All in favor?

1 TRUSTEE MARTI LOTTA: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBERTS: Aye.

4 TRUSTEE ROBINS: Aye.

5 MAYOR HUBBARD: Aye.

6 Opposed?

7 (No Response)

8 Motion carried.

9 TRUSTEE ROBERTS: RESOLUTION #12-2015-14,  
10 RESOLUTION accepting the attached Length of Service  
11 Award Program qualification parameters for the 2015  
12 year-end service award points, inclusive of  
13 recommendations as suggested by Penflex per guidance  
14 provided by the New York State Office of the State  
15 Comptroller, as adopted on December 16, 2015 by the  
16 Greenport Fire Department Board of Wardens. So  
17 moved.

18 TRUSTEE ROBINS: Second.

19 MAYOR HUBBARD: All right. Just one thing on  
20 that. I didn't notice this before. It says 2015  
21 service points, but it would be 2016, correct?  
22 Because 2015 -- And this is for next year's service  
23 award. This is --

24 MR. PROKOP: It should be for that, yes.

25 MAYOR HUBBARD: -- the parameters for next

1 year' s poi nts, correct?

2 MR. PROKOP: That' s correct.

3 MAYOR HUBBARD: Okay. So I' d like to amend  
4 that resolution to read 2016 points. We' re voting it  
5 now, but it' s for the next year.

6 TRUSTEE ROBERTS: Second.

7 MAYOR HUBBARD: Second on the amendment. All  
8 i n favor?

9 TRUSTEE MARTI LOTTA: Aye.

10 TRUSTEE PHI LLI PS: Aye.

11 TRUSTEE ROBERTS: Aye.

12 TRUSTEE ROBI NS: Aye.

13 MAYOR HUBBARD: Aye.

14 Opposed?

15 (No Response)

16 The amendment carries. Motion on the overall  
17 resolution. All i n favor?

18 TRUSTEE MARTI LOTTA: Aye.

19 TRUSTEE PHI LLI PS: Aye.

20 TRUSTEE ROBERTS: Aye.

21 TRUSTEE ROBI NS: Aye.

22 MAYOR HUBBARD: Aye.

23 Opposed?

24 (No Response)

25 Motion carried as amended.

1 TRUSTEE ROBINS: RESOLUTION #12-2015-15,  
2 RESOLUTION approving the attached agreement between  
3 The Village of Greenport and Fundamental Business  
4 Service, Inc. to transcribe, arrange payment for, and  
5 skip trace, if necessary, all parking summonses for  
6 the Village of Greenport at Town of Southold Justice  
7 Court. So moved.

8 TRUSTEE MARTI LOTTA: Second.

9 MAYOR HUBBARD: All in favor?

10 TRUSTEE MARTI LOTTA: Aye.

11 TRUSTEE PHILLIPS: Aye.

12 TRUSTEE ROBERTS: Aye.

13 TRUSTEE ROBINS: Aye.

14 MAYOR HUBBARD: Aye.

15 Opposed?

16 (No Response)

17 Motion carried.

18 TRUSTEE MARTI LOTTA: RESOLUTION #12-2015-16,  
19 RESOLUTION adopting the attached SEQRA resolution  
20 regarding the Wetlands Permit Application applied for  
21 by Costello Marine Contracting Corporation on behalf  
22 of Nathaniel and Emily Ewing, adopting lead agency  
23 status, determining that the action is an unlisted  
24 action for the purposes of SEQRA, and will not have a  
25 significant negative impact on any aspect of the

1 environment, and adopting a negative declaration for  
2 the purposes of SEQRA, as stated in the attached  
3 resolution. So moved.

4 TRUSTEE PHILLIPS: Second.

5 MAYOR HUBBARD: All in favor?

6 TRUSTEE MARTILLOTTA: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE ROBERTS: Aye.

9 TRUSTEE ROBINS: Aye.

10 MAYOR HUBBARD: Aye.

11 Opposed?

12 (No Response)

13 Motion carried.

14 TRUSTEE PHILLIPS: RESOLUTION #12-2015-17,  
15 RESOLUTION approving the Wetlands Permit Application  
16 as applied for by Costello Marine Contracting  
17 Corporation on behalf of Nathaniel and Emily Ewing  
18 to: Construct a dock consisting of a 4' x 28'  
19 catwalk decked with open-grate decking leading to a  
20 3' x 16' seasonal ramp and 8' x 24' seasonal floating  
21 dock with a 4' x 6' access platform, per the public  
22 hearing held at 7:00 p.m. on November 30, 2015 at the  
23 Third Street Firehouse in Greenport, New York, 11944;  
24 with the resulting Wetlands Permit to expire two  
25 years from the date of issue. So moved.

1 TRUSTEE ROBERTS: Second.

2 TRUSTEE PHILLIPS: Did we ever find out the  
3 size of the vessel they plan on putting at the end of  
4 the dock?

5 MAYOR HUBBARD: I don't think we did, but it's  
6 going to be the amount that would fit onto the dock  
7 and it's, you know --

8 TRUSTEE PHILLIPS: I'm just asking, you know.

9 MAYOR HUBBARD: It was discussed and talked  
10 about. I never heard of --

11 MR. PALLAS: No.

12 MAYOR HUBBARD: -- if it was ever asked, no.  
13 All right. Any other discussion?

14 (No Response)

15 All in favor?

16 TRUSTEE MARTILLOTTA: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 TRUSTEE ROBERTS: Aye.

19 TRUSTEE ROBINS: Aye.

20 MAYOR HUBBARD: Aye.

21 Opposed?

22 (No Response)

23 Motion carried.

24 TRUSTEE ROBERTS: RESOLUTION #12-2015-18,  
25 RESOLUTION for the Board of Trustees to adopt Lead

1 agency status and initiate a coordinated review under  
2 SEQRA regarding the application of Scott A. Gonzalez  
3 on behalf of Townsend Manor, Inc. for the property  
4 714 Main Street, Greenport, New York. The applicant  
5 seeks a wetlands permit to remove and replace 190' of  
6 bulkhead, excavate completely and construct a new  
7 Navy style bulkhead with vinyl sheet pile installed  
8 in place, and with the 10' area in front of the new  
9 wall restored to -4 ALW. The 65-75 cubic yards of  
10 soil will be used to backfill behind the new wall,  
11 and all surrounding services and structures will be  
12 replaced in-kind. There will be no seaward extension  
13 beyond the existing bulkhead. This action is an  
14 unlisted action for purposes of SEQRA that is on a  
15 property that is located in the Greenport Historic  
16 District and which is, therefore, a Type I Action  
17 pursuant to 6 NYCRR 617.4(b)(9). The Board of  
18 Trustees, therefore, adopts lead agency status, and  
19 preliminarily determines that the action is a Type I  
20 action with no apparent significant negative impact  
21 on the environment, and hereby initiates a  
22 coordinated review. So moved.

23 TRUSTEE ROBINS: Second.

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE MARTI LOTTA: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 TRUSTEE ROBERTS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 Motion carried.

8 TRUSTEE ROBINS: RESOLUTION #12-2015-19,  
9 RESOLUTION directing the Conservation Advisory  
10 Council to review the Wetlands Permit Application  
11 submitted by Scott A. Gonzalez on behalf of Townsend  
12 Manor, Inc. for the property at 714 Main Street,  
13 Greenport, NY, 11944; and to provide the  
14 corresponding report to the Village of Greenport  
15 Board of Trustees by January 14, 2016. This property  
16 is located in the Village of Greenport Historic  
17 District, and is subject to coordinated review. So  
18 moved.

19 TRUSTEE MARTILLOTTA: Second.

20 MAYOR HUBBARD: All in favor?

21 TRUSTEE MARTILLOTTA: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE ROBERTS: Aye.

24 TRUSTEE ROBINS: Aye.

25 MAYOR HUBBARD: Aye.



1 Opposed?

2 (No Response)

3 Motion carried.

4 TRUSTEE MARTI LOTTA: RESOLUTION #12-2015-20,  
5 RESOLUTION directing Clerk Pirillo to schedule, and  
6 notice accordingly, a public hearing for January 28,  
7 2016 at 7:00 p.m. at the Third Street Firehouse,  
8 Greenport, New York, 11944 regarding the Wetlands  
9 Permit Application submitted by Scott A. Gonzalez on  
10 behalf of Townsend Manor, Inc. for the property at  
11 714 Main Street, Greenport, NY, 11944 to remove and  
12 replace 190' of bulkhead, excavate completely and  
13 construct a new Navy-style bulkhead with vinyl sheet  
14 pile installed in place, and with the 10' area in  
15 front of the new wall restored to -4 ALW. The 65-75  
16 cubic yards of spoil that will be used to backfill  
17 behind the new wall, and all surrounding  
18 services and structures will be replaced in-kind, and  
19 there will be no seaward extension of the existing  
20 bulkhead. This property is located in the Village of  
21 Greenport Historic District, and is subject to  
22 coordinated review. So moved.

23 TRUSTEE PHILLIPS: Second.

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE MARTI LOTTA: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 TRUSTEE ROBERTS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 Motion carried.

8 TRUSTEE PHILLIPS: RESOLUTION #12-2015-21,  
9 RESOLUTION authorizing the attendance of Mayor  
10 Hubbard, Trustee Phillips, Clerk Pirillo and any  
11 other interested Trustee or Manager at the NYCOM  
12 Winter Legislative meeting, from February 7-9, 2016  
13 in Albany, New York; with all applicable  
14 registration, travel, and lodging costs to be  
15 expensed from the applicable account numbers. The  
16 number of people and the travel and lodging amounts  
17 will be confirmed at the January Work Session meeting  
18 of the Village of Greenport Board of Trustees. So  
19 moved.

20 TRUSTEE ROBERTS: Second.

21 MAYOR HUBBARD: Just one quick comment. That  
22 starts on Superbowl Sunday, just so everybody knows.  
23 Bad time to start a conference. That's all.

24 (Laughter)

25 All in favor?

1 TRUSTEE MARTI LOTTA: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBERTS: Aye.

4 TRUSTEE ROBINS: Aye.

5 MAYOR HUBBARD: Aye.

6 Opposed?

7 (No Response)

8 Motion carried.

9 TRUSTEE ROBERTS: RESOLUTION #12-2015-22,  
10 RESOLUTION appointing Karen Jimenez to the Village of  
11 Greenport Housing Authority, to fill the balance of  
12 the term of Anne Reitman, which expires on April 1,  
13 2016. So moved.

14 TRUSTEE ROBINS: Second.

15 MAYOR HUBBARD: All in favor?

16 TRUSTEE MARTI LOTTA: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 TRUSTEE ROBERTS: Aye.

19 TRUSTEE ROBINS: Aye.

20 MAYOR HUBBARD: Aye.

21 Opposed?

22 (No Response)

23 Motion carried.

24 TRUSTEE ROBINS: RESOLUTION #12-2015-23,  
25 RESOLUTION approving all checks per the Voucher

1 Summary Report dated December 22, 2015, in the total  
2 amount of \$726,529.07 consisting of:

3 All regular checks in the amount of  
4 \$700,172.12, and

5 All prepaid checks (including wire transfers)  
6 in the amount of \$26,356.95. So moved.

7 TRUSTEE MARTI LOTTA: Second.

8 MAYOR HUBBARD: All in favor?

9 TRUSTEE MARTI LOTTA: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE ROBERTS: Aye.

12 TRUSTEE ROBINS: Aye.

13 MAYOR HUBBARD: Aye.

14 Opposed?

15 (No Response)

16 Motion carried.

17 All right I want to wish everybody a Happy New  
18 Year. It's going to be a good, prosperous 2016, and  
19 best of health to everybody.

20 And I'll call motion to adjourn the meeting at 8:02.

21 TRUSTEE MARTI LOTTA: Second.

22 TRUSTEE PHILLIPS: Second.

23 MAYOR HUBBARD: All in favor?

24 TRUSTEE MARTI LOTTA: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 TRUSTEE ROBERTS: Aye.

2 TRUSTEE ROBI NS: Aye.

3 MAYOR HUBBARD: Aye.

4 Opposed?

5 (No Response)

6 Moti on carri ed. We' re adj ourned. Merry --

7 Merry? Happy New Year.

8 (Whereupon, the meeti ng was adj ourned at 8:02 p. m. )

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## C E R T I F I C A T I O N

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF SUFFOLK )

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

THAT, the above and foregoing contains a true  
and correct transcription of the proceedings taken on  
December 28, 2015.

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

IN WITNESS WHEREOF, I have hereunto set my hand  
this 8th day of January, 2016.

*Lucia Braaten*

Lucia Braaten

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**Management Agreement Between the  
Village of Greenport and Adventure Treks, Ltd.  
For the Management of the Mitchell Park Marina**

This Agreement dated December , 2015 is intended by the parties, the Incorporated Village of Greenport (the "Village"), with an address of 236 Third Street, Greenport, New York 11944, and Adventure Treks, Ltd, (the "Contractor") with an address of P.O. Box 5, Southold, New York 11971 to be an agreement for the management of the Mitchell Park Marina located at Front Street, in the Village of Greenport, Suffolk County, New York as set forth below.

1. The Village of Greenport is a duly formed Village under the laws of the State of New York and the Village of Greenport is the owner of the Mitchell Park Marina facility located on Front Street in the Village of Greenport.

2. The Mitchell Park Marina Facility is a commercial marina facility for the transient and longer term docking of boats and related activities. The Mitchell Marina Facility is comprised of several docks and piers, an office, and related facilities. The Village of Greenport Visitors Dock is a dock area owned by the Village which is intended to provide short term same day transient mooring of vessels.

3. The Village of Greenport is desirous of retaining the services of Contractor on a contractor basis to serve as the Mitchell Park Marina Manager and to provide services to the Village of Greenport related to the management of the Mitchell Park Marina.

4. The Management services to be provided by Contractor as the Manager of the Mitchell Park Marina will be as follows:

-- Management of the daily operations of the Mitchell Park Marina including but not limited to scheduling dock and space allocation and assignment, and assessments of bills and charges, and services provided to customers, managing public relations and addressing customer and other operation issues, and;

-- Short term and Long term Marketing for future business of the Mitchell Park Marina,  
and;

-- Preparing and filing receipts and expense reports for the Village of Greenport as  
required by the Village, and;

-- Management of the infrastructure of the Mitchell Park Marina such as repairs and  
maintenance, which is to be done by Village employees in a timely fashion, and planning of  
required future projects, and;

-- Addressing employee issues as necessary, and;

-- Preparing and filing monthly reports to the Village Administrator, and;

-- Maintain records of all transactions and future booking and transactions which shall be  
the property of the Village of Greenport and which shall be kept and maintained at the Marina  
office on the Marina premises. All records will be returned by the Contractor at the end of the  
Contract term or on demand by the Village of Greenport.

-- Contractor shall provide services of not less than forty hours per week for the  
management of the Mitchell Park Marina during the times the Marina is operational other times  
of the year not less than 20 hours per week on average, pursuant to this Agreement.

-- Continue to assist, at a management level on an as needed basis so as not to interfere  
with other duties, the Village Administrator and other members of the Recreation department  
Staff in the functions, maintenance and supervision of other passive and active recreation or  
general public facilities in the Village of Greenport. Such facilities would include but not  
necessarily be limited to; McCann Campground, Greenport Skate Park and Polo grounds, Mary  
Smith Recreation Center, 3<sup>rd</sup> Street Park, 5<sup>th</sup> Street Park and Beach, MTA leased property  
including museum buildings and any other pocket parks throughout the Village. Within Mitchell

Park and Marina he will continue to assist with the Carousel, Camera Obscura, Ice Rink and Public Restrooms.

-- Further and primarily, Adventure Treks, Ltd. has assumed the overall responsibilities previously performed by the Harbor Department, including the Railroad Commercial Dock, Visitors Dock, Baymens Dock, miscellaneous public road ends and the Sterling Basin Mooring Field. Marina Staff, under the supervision of Adventure Treks, will be responsible for the daily in-season monitoring of the transient boats on Moorings. Adventure Treks will work with all applicable maritime law enforcement agencies in assuring safe boating operation in Village waterways, but will not personally perform any patrols or issue any summons.

-- Contractor will provide the services required to the best of his ability throughout the term of this Agreement.

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5. Term;

A. This Agreement shall have an initial term of November 1, 2015 to October 31, 2016, and annual terms of November 1 through October 31 thereafter. The Agreement shall then automatically renew on an annual basis from each November 1, through October 31, thereafter, unless either party provides written notice at least thirty days prior to the expiration of any term of this Agreement.

B. Either party may cancel this agreement on sixty (60) days written notice to the other party as provided herein. In the event of a cancellation under this subsection 5. A., there shall be a calculation of the consideration due to the Contractor, so that the Village will not be responsible for any consideration after the date that the Agreement cancels.

6. Consideration;

A. There shall be a base consideration to be paid to the Contractor in the amount of



\$2,079.50 payable on the 1<sup>st</sup> and 15<sup>th</sup> day of each month that this Agreement is in effect.

B. There shall be additional consideration to be paid to the Contractor while this Agreement shall be in effect, which shall be the following:

i. Ten percent of the amount by which the annual gross revenues collected of the Marina for each season, beginning with the 2016 season, exceed the annual gross revenues that were collected for the 2015 season, which for purposes of this Contract shall be \$575,000, up to a maximum amount of gross revenues collected of \$775,000.

ii. Five percent (5%) of the amount by which the annual gross revenues collected of the Marina for each season, beginning with the 2016 season, exceed \$775,000.

iii. Twenty percent (20%) of the annual gross revenues of the Visitors Dock for each season above the amount of gross revenues collected annually,

iv. The Village shall provide reports and a final seasonal report to the Contractor of the gross revenues that will be used in the calculation of consideration for i., ii and iii. The Contractor shall have thirty (30) days from the date that a report is provided to review and challenge any amount contained in the report.

v. The incentive consideration due to the Contractor shall be adjusted for any increases in revenues that are not due specifically to the efforts of the Contractor including but not limited to revenues that are due to an expansion of the seasons or facility or any other structural changes in either premises.

vi. The consideration due to the Contractor shall be based on the period of time that this for the period of time that the Agreement is in effect only. In the event that the Agreement is cancelled or terminated for any reason other than the Contractor's failure to provide the required services or failure to comply with this Agreement, there shall be a pro rata adjustment of the base

gross revenues and the gross revenues collected so that the consideration will be calculated and due based on the revenues collected to the date of the cancellation or termination.

7. Contractor will obtain and provide workers compensation insurance and general liability in the amount of not less than one million dollars per occurrence and two million dollars in the aggregate. (The Contractor's insurance will name the Village of Greenport as additional insured and the Contractor will be responsible for the cost of the insurance.)

8. Contractor shall indemnify the Village of Greenport and hold the Village of Greenport harmless for any damages or liability resulting from any negligent act or omission of the Contractor and the Village shall indemnify the Contractor and hold the Contractor harmless for any damages or liability resulting from any negligent act or omission of the Village of Greenport.

9. The Village of Greenport may terminate this Agreement on two weeks notice at any time in the event that Contractor fails to perform or provide the services required under this Agreement.

10. This Agreement contains the understanding of all parties, and there is no agreement or understanding that is not contained in this Agreement. This Agreement may only be modified in writing signed by both parties.

11. If any provision of this Agreement shall be deemed to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force and effect.

Dated:

Agreed:

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Mayor George W. Hubbard, Jr., Village of Greenport

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P. Jeffrey Goubeaud, Contractor (Adventure Treks)



# NEW POINTS system

## Village of Greenport Service Award Program Point System

ADOPTED 12/16/15

This is the Village of Greenport Service Award Program Point System. The Point System is intended to comply with Article 11-A of the General Municipal Law of the State of New York (i.e., the Service Award Program law). When adopted by the Board of Trustees of the Village of Greenport, it will replace any previous Point System documents.

All Active Members who are at least age 18 are eligible to earn points under the Point System. The Point System consists of categories of activities for which Active Members can earn points. To earn Service Award Program service credit for a calendar year, an Active Member must earn at least 50 points under this Point System during the calendar year. For more information, please refer to the Village of Greenport Service Award Program Plan Document.

The Greenport Fire Department has the responsibility to maintain the Point System records. It is imperative that all Active Members strictly comply with sign-in procedures for verifying attendance at drills, meetings, calls, etc. These sign-in/attendance sheets must be produced upon demand if the Service Award Program records are audited.

The Village Board has the right to change the Point System but may do so only if the changes comply with all governing rules, regulations, and laws. In the event that the Point System is changed, a written notice of change will be given to Active Members or posted at the fire station(s) within 180 days of the adoption of such change.

The Point System is as follows:

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### **1. Training Courses (other than drills) – 25 point maximum**

Based on duration of training courses as follows:

- Under 20 hours: One (1) point per hour; no more than five (5) points per course.
- 20 to 45 hours: Five (5) points plus one (1) point per hour for each hour over 20 hours; no more than ten (10) points per course.
- Over 45 to 100 hours: 15 points per course.
- Over 100 hours: 25 points per course.

Training courses should be satisfactorily completed (certification of completion required) and designated as approved courses by the Fire Department.

Persons who are paid to attend training courses as part of their job or profession will not receive credit in the Service Award Program for attending such courses.

### **2. Attendance at Drills – 20 points maximum**

One (1) point per drill (minimum two hours duration).

Drills will include all activities at SCFA Yaphank (such as: pump tests, class A, taxpayer, LP gas, car fires etc.) & hydrant testing. Additionally, each company will host a drill every five weeks.

### **3. Participation in Sleep-in or stand-by Sessions – 20 points maximum**

Sleep-in: one (1) point for each full night (12 a.m. – 5 a.m.), maximum of 12 points per year. All sleep-ins must be authorized by the Fire Department.

Stand-by: one (1) point for each session. A stand-by is defined in the State law as “a line of duty activity of the volunteer fire company lasting for four (4) hours, not falling under one of the other categories.” This includes the following activities, provided they meet the four-hour duration requirement: all sporting events, fireworks, holiday, pre-arranged stand-by at neighboring departments, and other declared stand-bys by the Chief.

#### **4. Holding a Specified Elected or Appointed Position – 25 points maximum**

Points are earned for the completion of a one-year term in an elected or appointed position as follows:

<u>Title</u>	<u>Points</u>	<u>Title</u>	<u>Points</u>
Chiefs	25	Safety Officer	8
Wardens / Captains	8	Assistant Safety Officer	5
Lieutenants	5	Infectious Disease Control Officer	5
Department & Company Secretaries	5	Department Chaplain	5
Department & Company Treasurers	5	Department Assistant Chaplain	5
Fire Prevention Officer	5	Junior Advisor (2 per Company)	5*
Chief Drivers	3		

\* A Junior Advisor must attend 50% of scheduled meetings (6 meetings per year) to receive these 5 points.

Points will be pro-rated for Active Members who serve in an elected or appointed position for less than the full calendar year.

For each convention meeting attended by an Active Member as a convention delegate appointed by the Fire Department – one (1) point per meeting, five (5) point maximum.

Points are awarded annually, up to a maximum of 25 points, for an Active Member who simultaneously completes a one-year term in more than one office.

#### **5. Attendance at Meetings – 20 points maximum**

Attendance at any official meeting of the Greenport Fire Department or one of the member Fire Companies which all Active Members of the Department or Company are expected to attend - one (1) point per meeting.

#### **6. Participation in Department Responses – 50 points maximum**

Points are credited on an all or nothing basis for attending the minimum percentage of calls of the Greenport Fire Department as outlined below. If the Active Member responds to the minimum percentage of fire calls, the Active Member is credited with 25 points. If the Active Member responds to the minimum percentage of ambulance calls, the Active Member is credited with 25 points. An Active Member who responds to the minimum percentage of both fire calls and ambulance calls is credited with 50 points. The required minimum percentage of calls is based on the total Fire Department calls responded to in each category during the entire calendar year, as follows:

**Fire Calls (i.e., other than emergency rescue and first aid squad calls)**



- 10% of total fire calls if the Fire Department responds to less than 500 fire calls during the year.
- 7.5% of total fire calls if the Fire Department responds to at least 500 but less than 1,000 fire calls during the year.
- 5.0% of total fire calls if the Fire Department responds to at least 1,000 but less than 1,500 fire calls during the year.
- 2.5% of total fire calls if the Fire Department responds to 1,500 or more fire calls during the year.

#### **Ambulance Calls (i.e., emergency rescue and first aid squad calls)**

- 10% of total ambulance calls if the Fire Department responds to less than 500 ambulance calls during the year.
- 7.5% of total ambulance calls if the Fire Department responds to at least 500 but less than 1,000 ambulance calls during the year.
- 5.0% of total ambulance calls if the Fire Department responds to at least 1,000 but less than 1,500 ambulance calls during the year.
- 2.5% of total ambulance calls if the Fire Department responds to 1,500 or more ambulance calls during the year.

Example 1: If the Fire Department responds to 400 fire calls during a calendar year, an Active Member must respond to a minimum of 30 fire calls during the calendar year to earn 25 points ( $400 \times 10\% = 40$ ).

Example 2: If the Fire Department responds to 550 ambulance calls during a calendar year, an Active Member must respond to a minimum of 42 ambulance calls during the calendar year to receive 25 points ( $550 \times 7.5\% = 41.25$  ambulance calls, which must be rounded up to 42).

Example 3: If the Fire Department responds to 325 fire calls and 450 ambulance calls during a calendar year, an Active Member who responds to a minimum of 33 fire calls and 45 ambulance calls during the calendar year will receive 50 points.

#### **7. Miscellaneous Activities – 15 points maximum**

One (1) point for attendance at other activities for which points cannot be earned in another category described herein, at which an Active Member would be covered by the Volunteer Firefighter's Benefit Law while participating in such activity. Activities, which must be approved by the Chief in charge and Wardens, include but are not limited to the following:

- Fire inspections
- Fundraising activities
- Wakes, funerals and memorial services
- Parades
- Work details
- Fire prevention activities, other than teaching fire prevention classes (see below)
- Meetings other than Department or Company meetings (e.g. Fire Police, Exempts, Water Rescue, Rescue Squad, committees, etc.)
- Firehouse and equipment testing and maintenance, construction or repair
- Outside firematic association activities

#### **8. Teaching Fire Prevention Classes – 5 points maximum**

One (1) point per class for an Active Member who at the direction of the Fire Department, and for no remuneration, presents a public education class on fire prevention to a school, not-for-profit corporation, or civic organization organized and existing under the laws of this state or authorized to conduct activities in this state.

**9. Line of Duty Disability – 5 points per month/60 points per year**

In the event that an Active Member is either totally and temporarily disabled, or partially and permanently disabled, as certified by the Workers' Compensation Board or other competent authority approved by the Board, and the disability occurs during the course of service as a volunteer, while actively engaged in providing line of duty services, as defined in subdivision one of section five of the Volunteer Firefighters' Benefit Law, the Active Member shall receive five (5) points for each complete calendar month during which such disability remains classified as total and temporary or partial and permanent.

**EXECUTION**

By their signatures affixed hereto, the Board of Trustees of the Village of Greenport does hereby, on behalf of said Village, adopt this Service Award Program Point System.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Date

Signatures witnessed by:

# old POINTS system

## GREENPORT FIRE DEPARTMENT

### Service Awards Points LOSAP

Adopted by the board of Wardens October 20, 2010

Approved by the Village of Greenport Board of Trustees December 27, 2010

Amended & Adopted December 21, 2011

#### **FIRE ALARMS - MAXIMUM 25 POINTS**

5%-15 Points

10%-25 Points

#### **EMS ALARMS - MAXIMUM 25 POINTS**

5%-15 Points

10%-25 Points

#### **STAND-BY – MAXIMUM 20 POINTS**

1 point each (to include all sporting events, fireworks, holiday, and pre-arranged standby at neighboring departments and others declared standby by the Chief)

Overnight standby- maximum 12 (one per month) for signing up for a minimum of 2 nights in advance and attending any alarms occurring during the hours of midnight to 5:00 am.

#### **MEETINGS – MAXIMUM OF 20 POINTS**

1 point per meeting (includes all meetings authorized by department – i.e. Exempts, Fire Police, Company meetings, Water Rescue, Rescue Squad, etc.)

#### **TRAINING – MAXIMUM OF 25 POINTS**

1 Point for each course of 1-4 hours

5 Points for each course of 5-19 hours

10 Points for each course of 20-44 hours

15 Points for each course over 45 hours

(To be entitled for the points, an active member must successfully complete the course)

#### **DRILLS – MAXIMUM 20 POINTS**

1 Point per drill (minimum 2 hours)

Drills will include all activities at SCFA Yaphank, (pump tests, Class A, Taxpayer, LP Gas, Car Fires, etc.), hydrant testing, parades & fire prevention activities. Additionally each company will host a drill every 5 weeks.



**GREENPORT FIRE DEPARTMENT**

**Service Awards Points LOSAP**

Adopted by the board of Wardens October 20, 2010

Approved by the Village of Greenport Board of Trustees December 27, 2010

Amended & Adopted December 21, 2011

**ELECTED POSITIONS (PRO-RATED) MAXIMUM 25 POINTS**

Chiefs	25 Points
Wardens / Captains	8
Lieutenants	5
Department & Company Secretaries	5
Department & Company Treasurers	5
Fire Prevention Officer	5
Chief Drivers	3
Delegates	1 per meeting maximum of 5
Members must have at least 25 points to eligible receive points	

**APPOINTED POSITIONS**

Safety Officer	8 Points
Assistant Safety Officer	5
Infectious Disease Control Officer	5
Department Chaplain	5
Department Assistant Chaplain	5
Junior Advisor (2 per Company)	5
Junior advisors must attend 50% of meetings with a minimum of 6 meetings to be eligible to receive points	

**CERTIFIED POSITIONS**

Current Dive Certification	5 Points
Current Paramedic Certification	15
Current AEMT Certification	10
Current EMT-B Certification	8

Current CFR Certification	6
Current CPR Certification	4
Qualified FF1	5

**MISCELLANEOUS – MAXIMUM OF 15 POINTS**

1 Point earned per event with 5 awarded for participation in Annual Inspection.

To include all of the following and any other event so designated by the Chief in charge and Wardens: Dept. Fundraisers, funerals, firematic services, set-ups, work details and memorial services.

Prepared by: Colleen Hughes 9/10/2015

## FBS SERVICE AGREEMENT FOR PARKING ENFORCEMENT MANAGEMENT

### AGREEMENT

**AGREEMENT** dated \_\_\_\_\_, 2015 between Village of Greenport, a municipal corporation with offices at PO Box 73 Greenport, NY 11944 (Hereafter referred to as Village) and FUNDAMENTAL BUSINESS SERVICE, INC., 14 Front Street, Hempstead, New York, 11550, (Hereafter referred to as FBS).

**WHEREAS, FBS,** has been selected to perform these services, now therefore  
**IT IS MUTUALLY AGREED:** BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The term of this agreement will commence on the date above written and will continue for a period of Three (3) years with an option to renew, at the option of FBS, for an additional three year period upon thirty (30) days written notice unless terminated sooner pursuant to the provisions of paragraph 21 herein.
2. FBS shall transcribe all records of parking summonses and all information contained therein from the original appearance tickets/summonses located at Town of Southold Justice Court and issued for violation of parking ordinances. Said summonses shall be delivered to FBS by the Town at the sole cost and expense of the Village.  
Village of Greenport
3. The Village agrees to cooperate with FBS, in providing access to the aforesaid information, including the information regarding the payment of all summonses.
4. FBS shall obtain from the Department of Motor Vehicles the name, address and vehicle registration numbers from the information provided by the Village, including license plate numbers, as found on the aforesaid tickets/summonses.
5. FBS shall engage in skip tracing procedures, if determined by FBS to be necessary or appropriate, to locate delinquent violators.
6. FBS shall notify all aforesaid violators of the outstanding tickets/summonses, on a form, which has been approved by the Village prior to transmission.
7. FBS shall forward copies of all correspondence received from violators or other sources which result from the aforesaid notification and shall notify the Village of Greenport and the Department of Motor Vehicles of the results of said correspondence and compliance or lack thereof.
8. FBS shall maintain monthly account files, which reflect the amount of fines remitted as a result of the efforts of FBS and shall provide copies of such reports to the Village on a monthly basis.



## FBS SERVICE AGREEMENT FOR PARKING ENFORCEMENT MANAGEMENT

9. FBS shall repeat notification to delinquent violators by two additional notices as set forth herein on forms approved by the Village at thirty (30) day intervals, unless payment is sooner made.

10. FBS shall provide a warning to all delinquent violators that failure to respond to the aforesaid three (3) notices may result in the entry of a civil judgment.

11. FBS, on behalf of and at the direction of the Town of Southold Justice Court, shall prepare civil default judgments for docketing by the appropriate Village officials in certain instances where violators fail to respond to the aforesaid three (3) notices, as directed by the Village.

12. FBS shall provide all responding violators with information regarding all outstanding summonses, including summons number, date and place of violation, license plate number and amount of fine.

13. FBS, on behalf of and at the direction of the Town of Southold Justice Court, shall notify the Department of Motor Vehicles of scofflaws with three (3) or more unanswered violations. Village of Greenport and the

14. FBS agrees to devote reasonable best efforts to recover the full amount of the accounts placed for collection through persistent and diligent activity which shall be at all times legal and ethical and in compliance with applicable Government (Federal, State and Local) rules and regulations including without limitation, the Federal Fair Debt Collection Practices Act. FBS shall endeavor to maintain and preserve the violator's good will toward the Village.

15. FBS shall maintain all records in relation to this agreement and perform services as required herein at and from its own business premises.

16. All fines remitted in response to the efforts of FBS shall be remitted directly to the Town of Southold Justice Court. In no instance shall FBS engage in the service of, or be considered in any way, to be the escrowee of the Town/Village.

17. The parties further agree that all correspondence to be sent to scofflaws and violators shall be subject to the prior approval of the Village.

18. FBS agrees to hold the Village harmless and indemnify against any liability imposed upon the Village as a result of acts committed by FBS, in violation of this agreement and of the Fair Debt Collection Act and all applicable Federal, State and Local regulations in regard to debt collections. The Village of Greenport agrees to hold FBS harmless and indemnify against any liability imposed upon FBS as a result of erroneous

## FBS SERVICE AGREEMENT FOR PARKING ENFORCEMENT MANAGEMENT

or incorrect information transmitted by the Village to FBS and actions taken by FBS in reliance thereon.

19. It is understood that FBS' relationship to the Village is that of an independent contractor and not its employee or agent. Any arrangements made by FBS with outside agents or attorneys shall be solely FBS' responsibility and shall in no way constitute or incur additional obligation on the part of the Village. The Village's obligation is limited to payment to FBS of compensation earned in accordance with this agreement.

20. FBS shall be compensated on a contingent basis and shall be entitled to:

1. Thirty percent (30%) of all monies paid from thirty one days from issuance forward

In addition, all costs of operation incurred by FBS in furtherance of the services enumerated, excluding statutory court and filing fees and fees imposed by the Department of Motor Vehicle directly upon the Village, shall be borne solely by contractor. The compensation due FBS shall be based upon a percentage of that actually collected and not upon the face amount of the summons/ticket. FBS shall submit invoices and be compensated pursuant to customary Village billing procedures.

21. Either party may terminate this agreement by giving written notice by registered or certified mail upon thirty (30) days notice for cause. In the event this agreement is so terminated, FBS shall return to Village all accounts and related records. The Village will be responsible to FBS for fees due as a result of the collection efforts of FBS but shall incur no other liability as a result of such cancellation.

\*based on monies actually collected

22. All intellectual property provided by FBS during the course of this agreement shall remain the property of FBS or the entity which licenses its use. All data held by FBS shall be turned over to the Southold Town Justice Court upon demand at the expiration of this contract.

This agreement sets forth all of the terms and conditions of the agreement and may only be changed by a writing executed by both parties.

**FBS SERVICE AGREEMENT FOR PARKING ENFORCEMENT MANAGEMENT**

**DATED:** **FUNDAMENTAL BUSINESS SERVICE, INC.**

**BY** \_\_\_\_\_

**DATED:** **VILLAGE OF GREENPORT**

**BY** \_\_\_\_\_



BOARD OF TRUSTEES  
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING WETLANDS PERMIT APPLICATION  
OF COSTELLO MARINE CONTRACTING CORPORATION ON BEHALF OF  
NATHANIEL AND EMILY EWING

WHEREAS an application for a wetlands permit approval was filed by Costello Marine Contracting Corporation as applicant on behalf of Nathaniel and Emily Ewing 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: December 11, 2015

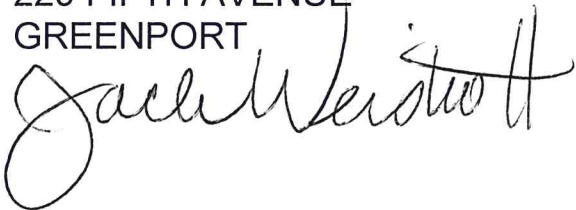
I AM WRITING THIS LETTER AS I'M NOT ABLE TO ATTEND THE MEETING OF THE 28<sup>TH</sup>, BUT WANT TO EXPRESS MY CONCERNS REGARDING AN IMPORTANT ISSUE FACING OUR VILLAGE.

THERE ARE CURRENTLY TWO APPLICATIONS FOR SUBDIVISIONS ON FIFTH AVENUE THAT WOULD CREATE SUBSTANDARD LOTS. THE HOUSES PROPOSED FOR THESE BELOW CODE LOTS WOULD INCREASE TRAFFIC AND OVERCROWDING ON A VILLAGE STREET THAT IS ALREADY OVERSTRESSED WITH BOTH. THIS TYPE OF OVERDEVELOPMENT IS A THREAT TO THE SAFETY, HEALTH, AND QUALITY OF LIFE OF OUR VILLAGE AND ITS RESIDENTS.

I ASK THAT THE VILLAGE BOARD ADDRESS THE CONTINUED CREATION OF SUBSTANDARD LOTS BY SUBDIVISION, AND THE ONGOING PURCHASE OF VILLAGE HOUSES BY OUTSIDE INVESTORS. SO MANY OF THESE PROPERTIES ARE THEN CONVERTED INTO OVERCROWDED TWO FAMILY RENTALS, WITHOUT CONCERN FOR THE NEIGHBORS OR THE VILLAGE.

THESE DEVELOPERS ARE MAKING THEIR PROFITS AT THE EXPENSE OF VILLAGE RESIDENTS, WHILE DEGRADING OUR QUALITY OF LIFE AND OVERTAXING VILLAGE UTILITIES, ROADS, AND SERVICES.

THANK YOU,  
JACK WEISKOTT  
229 FIFTH AVENUE  
GREENPORT

A handwritten signature in black ink, appearing to read "Jack Weiskott". The signature is fluid and cursive, with a large loop at the beginning and a long, sweeping tail that extends to the right.

NOVEMBER 2015

TO THE GREENPORT VILLAGE;  
BOARD OF TRUSTEES  
ZONING BOARD OF APPEALS  
PLANNING BOARD,

THE UNDERSIGNED RESIDENTS AND NEIGHBORS OF 5<sup>TH</sup> AVENUE  
STRONGLY OPPOSE ANY FURTHER SUBDIVISIONS ON 5<sup>TH</sup> AVENUE.

WE ARE ALSO DISMAYED AT THE SEEMINGLY ENDLESS  
OVERDEVELOPMENT IN OUR VILLAGE. SINGLE FAMILY HOMES ARE  
INCREASINGLY BEING PURCHASED BY INVESTORS, AND ARE  
FREQUENTLY CONVERTED INTO OVERCROWDED 2 FAMILY  
RENTALS.

FIFTH AVENUE IN PARTICULAR IS POSSIBLY THE MOST DENSELY  
POPULATED STREET IN THE VILLAGE, WITH RESULTANT HEAVY  
TRAFFIC AND ONSTREET PARKING. ESSENTIALLY 5<sup>TH</sup> AVENUE IS  
NOW A ONE LANE ROAD.

WE ASK THAT YOU CONSIDER CAREFULLY THE DIRECTION OF THE  
VILLAGE AS A WHOLE AND 5<sup>TH</sup> AVENUE IN PARTICULAR, AND TO  
REFUSE, WITH CAUSE, TO ENTERTAIN FURTHER SUBDIVISION.



John Weistott

229 5th Avenue

Michael Solomon

231 5th Ave Greenport NY

Michael Reed

430 Front St Greenport

Margaret Jaeger

430 Front St. Greenport N.Y.

Ken L...

220 Fifth Ave

Carolyn Tamin

307 5th Ave.

John Tamin

307 5th Ave.

Lu Rutter

239 5th Ave

Wil IAN WILE

234 5th Avenue

Randy

239 5th Ave.

Scott Bliss

222 Broad St. GAPT

Jean Kruszynski

251 5th Ave, Greenport

Robert E. White

305 2nd Ave, Greenport NY

Paul Miller

415 South St Greenport NY

Joseph L. White

415 South St Greenport NY

George M. Agnew

418 Front St. " "

Brenda Smoker

312 5th Ave Greenport NY

Will Smoker

312 5th Ave Greenport, NY

John Day

304 5th Greenport, NY

Danille Dutton

232 6th Ave Greenport NY.

Wicky Chute

254 4th Ave, Greenport, N.Y.

Danielle Walker

236 6th Ave Greenport, NY 11944

Gabrielle Rivera

620 Maple St Greenport, NY 11944

Matthew Romanelli

620 Maple St Greenport, NY 11944

John Jackson

331-4th Ave Greenport NY 11944



Robert G. Kelly — 242 5th Ave.

Johnnie McEntee

Carol L. Breding 239 4th Ave

Wayne D. Miller } 239 4th Ave

Joseph Miller } 239 4th Ave

Aminda Foster 253 5th Ave

Gary Sanders 253 5th Ave

Diane Peterson 228 6th AV Greenport

Lath Peterson 228 SIXTH AVE GREENPORT

Roberta Davis 229 Fifth Avenue Greenport