



**July 23, 2020 at 7:00 PM
Mayor and Board of Trustees – Regular Meeting
Third Street Firehouse
Greenport, NY 11944**

236 Third Street
Greenport NY
11944

Tel: (631)477-0248
Fax: (631)477-1877

MAYOR

GEORGE W. HUBBARD,
JR.
EXT. 215

TRUSTEES

JACK MARTILOTTA
DEPUTY MAYOR

PETER CLARKE

MARY BESS PHILLIPS

JULIA ROBINS

**VILLAGE
ADMINISTRATOR**

PAUL J. PALLAS, P.E.
EXT. 219

CLERK

SYLVIA PIRILLO, RMC
EXT. 206

TREASURER

ROBERT BRANDT
EXT. 217

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Elizabeth Lynn Davis
Lynn Ellen Menaker
Jacqueline Hansen Monsell
Richard R. Prieto
Nancy Elaine Schwartz
Brian Lee Shedrick, Sr.
Lynne E. Webb

PUBLIC HEARINGS (Continued)

- Proposed local law of 2020 amending to Chapter 88 (Noise) of the Village of Greenport Code regarding the regulation of noise within the Village of Greenport
- Wetlands Permit Application of Paul Pawlowski on behalf of 123 Sterling Avenue Corp for the property located at 123 Sterling Avenue

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 07-2020-1**

RESOLUTION adopting the July, 2020 agenda as printed.

RESOLUTION # 07-2020-2

RESOLUTION accepting the monthly reports of the Greenport Fire Department, Village Administrator, Village Treasurer, Village Clerk, Village Attorney, Mayor and Board of Trustees.

FIRE DEPARTMENT**RESOLUTION # 07-2020-3**

RESOLUTION approving the application for membership of Taylor Reed to the Standard Hose Company of the Greenport Fire Department, as approved by the Greenport Fire Department Board of Wardens on July 15, 2020.

VILLAGE ADMINISTRATOR**RESOLUTION # 07-2020-4**

RESOLUTION ratifying the hiring of Willa Donovan, Harry Donovan and Jack Muth as part-time, seasonal lifeguards at a pay rate of \$ 15.00 per hour, effective July 17, 2020.

RESOLUTION # 07-2020-5

RESOLUTION ratifying the hiring of Adam Jason Hubbard, Jr. at the Village of Greenport Mitchell Park Marina as a dockhand, at a pay rate of \$13.00 per hour, effective July 3, 2020.

RESOLUTION # 07-2020-6

RESOLUTION approving an increase in the hourly wage rate for Stephen Rutkowski, from \$ 21.96 per hour to \$ 26.35 per hour, effective July 29, 2020 owing to the assumption of additional duties, per Article VII (Salaries and Compensation), Section 9 (a) - Merit Clause – of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

RESOLUTION # 07-2020-7

RESOLUTION approving an increase in the hourly wage rate for Adam Brautigam, from \$ 20.49 per hour to \$ 22.49 per hour, effective July 29, 2020 owing to the assumption of additional duties, per Article VII (Salaries and Compensation), Section 9 (a) - Merit Clause – of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

RESOLUTION # 07-2020-8

RESOLUTION approving an increase in the hourly wage rate for Juan Diaz, from \$ 17.30 per hour to \$ 18.50 per hour, effective July 29, 2020 owing to the acquisition of substantial expertise in his area of work experience, per Article VII (Salaries and Compensation), Section 9 (b) - Merit Clause – of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

RESOLUTION # 07-2020-9

RESOLUTION approving an increase in the hourly wage rate for Michael Flora, from \$ 25.75 per hour to \$ 33.30 per hour, effective July 29, 2020 owing to the acquisition of substantial expertise in his area of work experience, per Article VII (Salaries and Compensation), Section 9 (b) - Merit Clause – of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

RESOLUTION # 07-2020-10

RESOLUTION approving an increase in the hourly wage rate for Ethan Holland, from \$ 20.90 per hour to \$ 22.06 per hour, effective July 29, 2020 owing to the completion of a job-related course of study, per Article VII (Salaries and Compensation), Section 9 (c) - Merit Clause – of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

RESOLUTION # 07-2020-11

RESOLUTION approving an increase in the hourly wage rate for Douglas Rocco, from \$ 25.52 per hour to \$ 26.68 per hour, effective July 29, 2020 owing to the completion of a job-related course of study, per Article VII (Salaries and Compensation), Section 9 (c) - Merit Clause – of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

RESOLUTION # 07-2020-12

RESOLUTION approving an increase in the annual salary of Stephen Gaffga, from \$ 56,750 per year to \$ 61,750 per year, effective July 29, 2020.

VILLAGE TREASURER**RESOLUTION # 07-2020-13**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 4386, for year-end adjustments to the Fire Department Budget for Fiscal Year 2019/2020, and directing that Budget Transfer # 4386 be included as part of the formal meeting minutes of the July 23, 2020 Regular Meeting of the Board of Trustees.

RESOLUTION # 07-2020-14

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 4387, for year-end adjustments in the General Fund for Fiscal Year 2019/2020, and directing that Budget Transfer # 4387 be included as part of the formal meeting minutes of the July 23, 2020 Regular Meeting of the Board of Trustees.

RESOLUTION # 07-2020-15

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 4399, for year-end adjustments in the Water Fund for Fiscal Year 2019/2020, and directing that Budget Transfer # 4399 be included as part of the formal meeting minutes of the July 23, 2020 Regular Meeting of the Board of Trustees.

RESOLUTION # 07-2020-16

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 4400, for year-end adjustments in the Light Fund for Fiscal Year 2019/2020, and directing that Budget Transfer # 4400 be included as part of the formal meeting minutes of the July 23, 2020 Regular Meeting of the Board of Trustees.

RESOLUTION # 07-2020-17

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 4401, for year-end adjustments in the Sewer Fund for Fiscal Year 2019/2020, and directing that Budget Transfer # 4401 be included as part of the formal meeting minutes of the July 23, 2020 Regular Meeting of the Board of Trustees.

VILLAGE CLERK**RESOLUTION # 07-2020-18**

RESOLUTION declaring as surplus, and no longer needed for municipal purposes, the Village-owned AWV-100B reverse osmosis water machine, and directing Clerk Pirillo to notice a bid solicitation accordingly.

RESOLUTION # 07-2020-19

RESOLUTION declaring as surplus, and no longer needed for municipal purposes, the Village-owned TCM Electric Department forklift, and directing Clerk Pirillo to notice a bid solicitation accordingly.

RESOLUTION # 07-2020-20

RESOLUTION approving the attached retainer agreement; effective from July 1, 2020 through June 30, 2023; between the Village of Greenport and special labor counsel Lamb and Barnosky, per the engagement letter from Lamb and Barnosky dated July 8, 2020; and further authorizing Mayor Hubbard to sign the retainer agreement between the Village of Greenport and Lamb and Barnosky.

RESOLUTION # 07-2020-21

RESOLUTION approving the attached SEQRA resolution regarding the approval of the Wetlands Permit Application submitted by applicant Paul Pawlowski on behalf of 123 Sterling Avenue Corp. for the property at 123 Sterling Avenue, Greenport, New York, 11944; adopting lead agency status, determining that the approval of the application is an Unlisted Action for purposes of SEQRA, and adopting a Negative Declaration determining that the approval of the Wetlands Permit Application will not have a significant negative impact on the environment.

RESOLUTION # 07-2020-22

RESOLUTION approving the Wetlands Permit Application submitted by applicant Paul Pawlowski on behalf of 123 Sterling Avenue Corp. for the property at 123 Sterling Avenue, Greenport, NY 11944 to modify the conditions of the original approval of the approved wetlands permit to allow for dockage along the east bulkhead. Per the Village of Greenport Conservation Advisory Council, the following conditions shall also apply to the approval of this permit application:

- The approved Wetlands Permit Application will have an expiration date of two (2) years from the date of approval.
- The applicant must install a pump-out station on the premises that is accessible to the public, and
- Any required fill material shall come from site material previously removed and currently stored on-site.

TRUSTEES**RESOLUTION # 07-2020-23**

RESOLUTION authorizing the expenditure of an amount not to exceed \$ 2,000 for the purchase of COVID-19 related signage for the Village of Greenport, to be expensed from Account Number A.7110.401 (Parks Expense Recreation).

RESOLUTION # 07-2020-24

RESOLUTION scheduling a public hearing for 7:00 p.m. on August 27, 2020 at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944 regarding a proposed amendment to the Stipulation dated March 12, 2007 between 123 Sterling, LLC; Sterling Basin Neighborhood Association; George Limperis, The Village of Greenport; the Zoning Board of Appeals of the Village of Greenport, and the Planning Board of the Village of Greenport.

VOUCHER SUMMARY**RESOLUTION # 07-2020-25**

RESOLUTION approving all checks per the Voucher Summary Report dated July 20, 2020, in the total amount of \$ 35,163.58 consisting of:

- o All regular checks in the amount of \$ 35,163.58.

RESOLUTION # 07-2020-26

RESOLUTION approving all checks per the Voucher Summary Report dated July 20, 2020, 2020, in the total amount of \$ 708,445.86 consisting of:

- o All regular checks in the amount of \$ 466,671.00, and
- o All prepaid checks (including wire transfers) in the amount of \$ 241,774.86.

VILLAGE OF GREENPORT

Budget Adjustment Form

Account No.	Account Description	Amount
A.7312.401	CAROUSEL EXPENSE	39.00
A.7520.400	HISTORICAL PROP - LARRY TUTHILL PARK..	384.00
A.8010.400	ZONING CONTRACTUAL EXP..	1,960.00
A.8020.400	PLANNING CONTRACTUAL EXPENSE..	6,201.00
A.8160.402	PUBLIC RESTROOM EXPENSE	5,138.00
A.8510.200	HISTORIC PRESERVATION COMM.	744.00
A.9030.800	SOCIAL SECURITY.EMPLOYEE BENEFITS	9,503.00
A.9040.800	WORKERS COMPENSATION.EMPLOYEE BENEFITS	3,351.00
A.9050.800	UNEMPLOYMENT INSURANCE.EMPLOYEE BENEFITS	3,063.00
A.1620.400	BUILDING CONTR EXP..	2,273.00
A.9060.800	HOSP & MEDICAL INS.EMPLOYEE BENEFITS	-9,500.00
	Total Amount:	<u>0.00</u>

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2020	Period: 5	Trans Type: B1 - Transfer	Status: Batch
Trans No: 4400	Trans Date: 05/31/2020	User Ref: ROBERT	
Requested: R BRANDT	Approved:	Created by: ROBERT	07/08/2020
Description: FISCAL YEAR END 2019-2020 BUDGET TRANSFER FOR THE LIGHT FUND			Account # Order: No
			Print Parent Account: No

Account No.	Account Description	Amount
E.0800.110	HOSPITALIZATION..	-8,846.00
E.0998	SUPERVISORY LABOR	-12,332.00
E.9010.800	EMPLOYEES STATE RETIREMENT.EMPLOYEE BENEFITS	-28,171.00
E.0999	LABOR OUTSIDE	-38,345.00
E.0345	MISC POWER PLANT EQUIPMENT	13,896.00
E.0358	POLES & FIXTURES	957.00
E.0365	TRANSFORMERS	58.00
E.0381	OFFICE EQUIPMENT	1,640.00
E.0714.100	ENGINE FUEL..	2,871.00
E.0721	POWER PURCHASED	60,551.00
E.0724.100	GAS SERVICE..	1,684.00
E.0781.500	OFF SUPPLIES & EXP.	650.00
E.0997	ADMINISTRATION LABOR	5,387.00
Total Amount:		0.00

DRAFT PROPOSAL FOR CLIENT REVIEW

July 8, 2020

Mayor George Hubbard
Village of Greenport
Village Hall
236 Third Street
Greenport, N.Y. 11944

Dear Mayor Hubbard:

Thank you for your interest in continuing our retention as the Village's special labor counsel. This letter will confirm the scope and terms of our continuing representation and will ensure that we continue to have a clear understanding of these matters as we proceed into our new agreement.

1. Scope of Engagement

The scope of this representation will continue to include serving as the Village's labor counsel effective July 1, 2020 through June 30, 2023. Our services will include one round of collective bargaining negotiations with the CSEA bargaining unit, including mediation, fact-finding and legislative determination hearings on behalf of the Village with representatives of the CSEA and drafting of the collective bargaining agreement with that Unit. Services covered by the retainer also include attendance at Board meetings on a scheduled basis to discuss the contract, when necessary, and consultation on the administration of the collective bargaining agreement during its term. Excluded from the retainer will be administrative hearings, arbitrations and other litigation, personnel matters involving individual employees, personnel investigations and collective bargaining with any newly established units not listed above.

The scope of our engagement may change if the Village asks the Firm to provide different services and the Firm agrees in writing to provide them or the Firm proceeds to provide them and bills the Village for them. If the Firm's engagement changes, the terms set out in this letter will apply to the changed engagement, unless the Firm sends the Village a further letter modifying or superseding this one.

DRAFT PROPOSAL FOR CLIENT REVIEW

Mayor George Hubbard

July 8, 2020

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2. The Client's Duty to Cooperate

The Village understands and agrees that, in order for the Firm to effectively represent it, it is necessary for it to assist and cooperate with the Firm. The Village agrees to: (1) make itself available to discuss issues as they arise in this matter, and to make decisions regarding the matter when necessary; (2) attend and participate in meetings, conferences, preparation sessions, court and administrative proceedings and other activities in connection with the representation; (3) provide complete and accurate information and documents to the Firm on a timely basis; and (4) pay the Firm's invoices on a timely basis as provided herein.

3. Responsibility and Team Members

We will continue to represent you by using lawyers who are best suited to handle issues as they arise. We will continue to do everything we can to staff your work efficiently so that the charges you incur are reasonable and consistent with your requirements. Alyson Mathews and I will continue to be the attorneys primarily responsible for handling the Village's matters.

4. Keeping You Informed

The Firm continues to be committed to keeping the Village informed about our work on any matters assigned to us. This includes continuing to let the Village know who is working on matters assigned to us, updating the Village on the progress of those matters, advising the Village of any potential problems or delays, and keeping the Village notified of costs. To this end, the Firm will continue to provide the Village with a report on the status of matters assigned to us as regularly as the Village requires. In the event that the Village needs to reach one of our attorneys and the person sought is unavailable, please leave a message describing the nature and urgency of the inquiry. It continues to be the Firm's policy to promptly respond to all inquiries.

5. Fees, Expenses and Billings

(a) Legal Fees

Our fees for services will continue to be based upon a variety of facts, including the time and labor involved; the difficulty of the questions and the skill required to perform those services properly; time limitations imposed either by the Village or by the circumstances; the nature and length of the professional relationship between us; and the experience of the lawyers assigned to do the work. The hourly billing rates for attorneys and paralegals in our Firm vary and are re-adjusted periodically.

DRAFT PROPOSAL FOR CLIENT REVIEW

Mayor George Hubbard

July 8, 2020

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Notwithstanding this fee schedule, we have agreed to a retainer arrangement as follows: \$26,500 covering the period July 1, 2020 through June 30, 2021, \$26,500 covering the period July 1, 2021 through June 30, 2022; and \$26,500 covering the period July 1, 2022 through June 30, 2023, payable in equal advance monthly installments.

If requested to represent the Village in matters outside of the scope of this retainer, we have agreed to cap our hourly rates at a special discounted rate of \$310 per hour for a partner's or counsel's time effective July 1, 2020; \$315 per hour effective July 1, 2021; and \$320 per hour effective July 1, 2022. The rate for an associate attorney's time will be \$255 per hour effective July 1, 2020; \$260 per hour effective July 1, 2021; and \$265 per hour effective July 1, 2022. The rate will continue to be \$150 per hour for recent law graduates, legal interns, summer associates and paralegal assistants. It is understood that our Firm regularly reviews and adjusts its rates each year, and that any change in our rates will be made only upon prior notice to the Village. We will continue to bill our time in quarter-hour (four to an hour) increments. These rates do not include any amounts that may be added to a particular invoice for disbursements and charges.

(b) Disbursements and Charges

The Village will also continue to be responsible for reasonable costs and expenses incurred. These costs and expenses may include travel and mileage expenses, computerized legal research, process and subpoena service fees, filing fees, overnight mail fees and similar items. These costs and expenses will be billed in the same manner as our fees or we may ask the Village to make direct payment to the party making the charge. We will continue to not charge for photocopying, domestic telephone calls, postage costing less than \$1 or facsimiles.

(c) Billing Arrangements

Statements of fees, disbursements and charges will continue to be sent to the Village by the Firm on a monthly basis, with payment to be made within 30 days of receipt of the invoice. Please note that the Firm reserves the right to impose a late charge at the rate of 12% per annum on past due accounts. If the Village anticipates that payment will be delayed, please discuss this delay with me at the earliest possible opportunity. If the Village has any questions regarding an invoice, please contact me so that I can try to promptly answer them.

6. Communication Technology

We continue to be mindful of our obligation to safeguard our clients' proprietary, sensitive, or otherwise confidential information. To this end, it is important that we continue to

DRAFT PROPOSAL FOR CLIENT REVIEW

Mayor George Hubbard

July 8, 2020

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agree on the kinds of communication technology that will be employed in the course of this engagement. If there are particular forms of communication technology that the Village does not wish us to use, or if there are other specific safeguards that the Village would like us to put in place, please promptly advise us. If the Village does not so advise us, we will continue to assume that the Village has given consent to, and accepted any risks attendant upon, the use of any means of communication that we deem to be appropriate (including cell phones, electronic mail, and facsimiles).

7. **Files**

The Firm generally retains clients' files in paper or electronic form for at least seven years after conclusion of the matter for which representation was provided. However, once the matter has been concluded, the Village may take possession of the files at any time by delivering a written and signed request to the Firm. If, upon the expiration of seven years after conclusion of the matter, no request has been received, the Firm reserves the right to destroy the files without further notice to the Village.

8. **Questions and Termination**

The Firm continues to have procedures to address any issue that the Village would like to raise, and we encourage the Village to inform us if at any time our services do not meet the Village's expectations. We will strive to promptly address any problem and in a professional manner.

The Village may end this relationship at any time by giving the Firm written notice, subject to the Village's obligation to pay us according to the terms of this Agreement. The Firm, in turn, may withdraw from the representation upon written notice if the Village fails to cooperate with us in any way that we may reasonably request, or fails to pay our invoices in full as submitted, or we determine in our reasonable discretion that it would be improper pursuant to the New York Rules of Professional Conduct or impractical to continue our relationship.

9. **Resolution of Disputes –Arbitration**

(a) **Arbitration Pursuant to the New York Fee Dispute Resolution Program**

In the event that a dispute arises regarding the Firm's billed fees, disbursements or charges, then the Village and the Firm ("the Parties") will resolve the fee dispute by arbitration conducted pursuant to Part 137 of the Rules of the Chief Administrator of the Courts (22 NYCRR), except

DRAFT PROPOSAL FOR CLIENT REVIEW

Mayor George Hubbard

July 8, 2020

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that the Parties will be bound by the decision of the arbitrator(s) and agree to waive the right to reject the arbitrator(s) award by commencing an action on the merits (trial *de novo*) in a court of law within 30 days after the arbitrator(s) decision has been mailed. By signing this agreement, the Parties acknowledge that each of us have received and read the official written instructions and procedures for Part 137 and the written instructions and procedures for the Suffolk County Bar Association Dispute Resolution Program (copies attached). The Parties understand that each of us is not otherwise required to agree to waive the right to seek a trial *de novo* pursuant to Part 137.

(b) **Arbitration Pursuant to the Commercial Arbitration Rules of the American Arbitration Association**

If the Fee Dispute Resolution Program does not apply to the dispute, then the arbitration will be conducted in Suffolk County in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any decision or award issued in that arbitration will be final and binding and non-appealable.

10. Entire Agreement

This letter represents the entire agreement between us concerning the terms and conditions of this engagement. By signing below, the Village acknowledges that this letter has been reviewed and understood and that it agrees to be bound by its terms and conditions. By signing below, the Village consents to continuing to be listed as one of the Firm's clients in any of our promotion-related materials or activities. The Village's permission to be listed can be revoked by it at any time. No change or waiver of any of the provisions of this letter will be binding on either the Village or the Firm unless the change is in writing and signed by both the Village and us.

If this agreement is acceptable, please sign and return the original of this letter and retain the signed copy for the Village's files. Kindly also attach for our records a copy of the Village Board minutes containing the Resolution authorizing this retainer.

DRAFT PROPOSAL FOR CLIENT REVIEW

Mayor George Hubbard

July 8, 2020

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I look forward to continuing our longstanding professional and personal relationship with you and the Village!

Very truly yours,

Richard K. Zuckerman

RKZ/z

READ AND AGREED TO:

VILLAGE BOARD, VILLAGE OF GREENPORT

By: _____

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING THE WETLANDS PERMIT APPLICATION
OF APPLICANT PAUL PAWLOWSKI ON BEHALF OF 123 STERLING AVENUE CORP.

WHEREAS an application for a wetlands permit approval was filed by applicant Paul Pawlowski on behalf of 123 Sterling Avenue Corp. 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 ore 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: July 9, 2020