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

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Third Street Firehouse
Greenport, New York

February 28, 2019
7:00 P.M.

B E F O R E:

GEORGE HUBBARD, JR. - MAYOR

JACK MARTILOTTA - DEPUTY MAYOR

MARY BESS PHILLIPS - TRUSTEE

DOUGLAS W. ROBERTS - TRUSTEE

JULIA ROBINS - TRUSTEE

JOSEPH PROKOP - VILLAGE ATTORNEY

SYLVIA PIRILLO - VILLAGE CLERK

PAUL PALLAS - VILLAGE ADMINISTRATOR

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

2 MAYOR HUBBARD: Call the meeting to order,
3 and pledge to the flag.

4 (All stood for the Pledge of Allegiance.)

5 MAYOR HUBBARD: Please remain standing for a
6 moment of silence for Catherine Ann Napier.

7 (All remained standing for a Moment of
8 Silence.)

9 MAYOR HUBBARD: Thank you. You may be
10 seated. Okay. We've got several announcements.

11 The annual tax lien sale will be held at
12 10:00 a.m. on March 12, 2019 at Village Hall.

13 The Village General Election, to fill the
14 positions of Mayor and two Trustees, will be held
15 on March 19, 2019. Polls will be open from 6 a.m.
16 through 9 p.m. at the Third Street Fire House,
17 Third and South Streets.

18 Kindly note that for your personal safety
19 and that of your family, it is best to ensure the
20 legibility of the street numbers at your house
21 location.

22 I know a lot of houses, they have numbers
23 there, they've faded out, whatever, you can't see
24 them. If there's an emergency and if they don't
25 know you by name, they need to have the number on

1 the front of the house, because it's dispatched as
2 a number. So just anybody, just check it. If
3 you're renting a house and the numbers aren't out
4 front, just do that, because it just speeds the
5 response of Police, Fire Department, EMS, any way
6 that might -- when you're in need, they need to
7 know where you are. So just if anybody knows
8 that, just please take care of that.

9 All right. We have two liquor license
10 applications. I'll read them off.

11 Alteration Application for PWIB Claudio's
12 Management LLC for the parking lot property
13 located at 111 Main Street.

14 Second one is Class Change Application for
15 PWIB Claudio Management LLC for the property
16 located at 111 Main Street.

17 The applications are on file with the
18 Village Clerk. The information is taken, we put
19 it out. If anybody has any comments on it, they
20 are to notify the Liquor Authority directly. We
21 don't handle any part of that process. We just
22 notice it, inform people about it, so everything
23 would go to the Liquor Authority. If anybody has
24 anything, report back to the SLA.

25 Okay. We have a public hearing on the

1 Wetlands Permit Application submitted by Stephen
2 Bull and Teresa Svoboda to raise the existing
3 building on property at 24 Sandy Beach Road. I
4 have the whole file here. Everything's been
5 posted. It's -- we're going to open it now to the
6 public to address this public hearing. If you
7 want to talk, Stephen, first, and then if there's
8 any comments, people can come up or --

9 MR. BULL: Yeah, let me get started. My
10 name is Stephen Bull. I live at 24 Sandy Beach in
11 Greenport. That's where my -- I vote from there.
12 And my wife and I, we want to raise our house out
13 of the harm of a potential future storm.

14 We were lucky during the most recent big
15 storm, which was Hurricane Sandy, that as the
16 hurricane clocked around, the direction of the
17 winds changed and we didn't get the amount of
18 flooding that we could get.

19 I imagine that many of you here in the
20 audience probably have noticed that the tidal
21 waters are getting taller. The things are not
22 quite what they were years ago. We have -- we do
23 have some effects of higher sea, and it seems the
24 storms are more ferocious.

25 This year, in December, when we had some

1 storms, those winter storms that came in a little
2 bit early, there was lumber that had drifted
3 underneath the house from I don't know where, and
4 was starting to pound on the pilings that are
5 underneath the house, which are quite old.
6 There's no room now to get under the house, except
7 to make the most provisional propping up of parts
8 of the house. And it's prudent, having made an
9 investment of the -- in the house, where in a
10 house where I can't get a mortgage and I had to
11 take my life savings to buy this wonderful house
12 with the -- well, it's got a great location, it's
13 got a great view. But the house has been flooded
14 repeatedly by different storms. It's a very old
15 structure.

16 So, hence, I want -- I submitted my -- the
17 wetlands application, and parts of it are very
18 clear about the scope of work. I have a little
19 more information, which I wanted to share with
20 you, if I can do that now, which is a description
21 of flood resistant design and construction,
22 because sometimes, when we have --

23 MAYOR HUBBARD: Trustee Roberts will be
24 here, if you want to leave one for him.

25 MR. BULL: Oh, great.

1 MAYOR HUBBARD: His flight was delayed, so
2 he's a little late.

3 MR. BULL: Oh, okay, great.

4 TRUSTEE MARTILOTTA: Thank you.

5 TRUSTEE PHILLIPS: Thank you.

6 MR. BULL: So sometimes -- oh, let me give
7 you this, too, while I'm here. I'm not sure if
8 this got distributed. Oh, more. I'll hold onto
9 this one, I'm going to give you another one.
10 Okay. As I got one letter of support from my
11 neighbor to -- about the height of the house and
12 where it's going to be. So that's sort of --

13 MAYOR HUBBARD: Yes.

14 MR. BULL: -- just for your file.

15 MAYOR HUBBARD: Yes, we did get those.
16 Actually, there was two, both --

17 TRUSTEE PHILLIPS: There was two.

18 MAYOR HUBBARD: -- husband and wife both
19 sent them in.

20 MR. BULL: Oh, they did. Oh, they got the
21 dissertation of them.

22 MAYOR HUBBARD: Yes. And the Village Clerk
23 did distribute those earlier in the week.

24 MR. BULL: Oh, thank you so much.

25 Okay. So if we take a look at this brief

1 document here, this is the Flood Restraint and
2 Design Construction that's been published by the
3 American Society for Civil Engineers, and in there
4 the -- in the code that is -- because our codes
5 are nested, the codes that we have, talks about
6 the flood -- I put it in red. "The flood
7 resistant design and construction provides minimum
8 requirements."

9 So one of the statements I heard from,
10 according to the CAC Committee, was concern about
11 the height of the building going up, that it
12 exceeds the minimum, and it does.

13 The second piece, which I'll show you, which
14 is this house that you could see on stilts, this
15 is published by FEMA, talks to you a little bit
16 about the freeboard that you need to have above
17 the Base Flood Elevation, and the Base Flood
18 Elevation is set by, by the FEMA flood maps.

19 So it goes on to -- the next piece of paper
20 is taken from the determination of the -- of a
21 design and flood elevation, and this comes from
22 the code, and it talks about the freeboard
23 requirements, which says that the freeboard must
24 be two feet above the design parameters. So in
25 the -- in the -- in the drawings that you

1 received, excuse me, of the -- of the house, if
2 you look on Page 2, Drawing No. 2, it talks about
3 different elevations.

4 So it turns out that the sand, at which is
5 underneath the house, is 2 1/2 feet above the
6 surface of the sand from the high water mark,
7 which is where, if you think about that as the
8 zero point. That's where the FEMA gets its
9 numbers, is from that high water mark, which you
10 can also think of as on the other side of the
11 bulkhead.

12 And so from there, if you go up to a base
13 elevation of EL 7, you can see that it kind of
14 comes in the middle of the structure, of the
15 support structure that's already there. If you
16 add the two additional feet, that takes it up to
17 an elevation of nine, and I want to raise it an
18 additional three feet above that as a measure of
19 protection against the future. And so that's why,
20 in my presentation of this, I'd like to take it up
21 higher than the elevation, which would normally be
22 nine feet. I want to take it up to 12 feet above
23 that FEMA mark.

24 FEMA has not recategorized the area since
25 those regulations were put into place. And if

1 Hurricane Sandy had been worse than the one that
2 we had, they probably would want to revise those,
3 the flood zone, to take in account if there was
4 more serious damage.

5 So that is my, my view on the height that
6 I've determined, my wife and I have determined, to
7 protect our investment that would keep the house
8 above -- out of harm's way. So that's part of it.

9 I think another question that came up was
10 about -- another recommendation of the CAC
11 Committee was that the house be -- that the sewer
12 system, which is there is no sewer system, there's
13 the -- there's a cesspool, which is common for all
14 the houses that are there, and the waste of the
15 house goes straight into the cesspool. And this
16 is well known about all the houses on the beach,
17 but we are not increasing the usage on that
18 cesspool.

19 And so to me it's not an issue that should
20 be sent to the -- to the Suffolk County Health
21 Department to get approval for them on something
22 that to my mind we're just raising the house. And
23 we're not increasing the square footage of the
24 house, we're not flushing the toilet more often.
25 Of course, being a couple of feet higher, the

1 flushes will be stronger into the cesspools.

2 (Laughter)

3 But this is a 12-foot diameter cesspool that
4 we have now, and we've never had a need to pump it
5 out. So it's not as if that's an issue there.

6 And as some of -- you know, so, if there's
7 any -- so to me it's not a matter -- I could not
8 get permission, I don't believe, from the --
9 Suffolk County for the existing system, because it
10 doesn't meet within the constraints of that.

11 There's no new construction, we're just
12 elevating the house, so it goes beyond the, you
13 know, reasonable request for them, because it's
14 not new construction. It's just the existing use
15 is the same, we're only making one change, which
16 is to raise the house higher, which is a FEMA
17 requirement, it makes the house safer. So if the
18 house doesn't flow loose -- float loose and strike
19 other structures, it will be very securely
20 attached there. So I don't -- you know, I
21 petition that it's not a matter for that to be
22 brought to the attention of the -- of the Suffolk
23 County. Do you have any questions?

24 MAYOR HUBBARD: No.

25 TRUSTEE ROBINS: No.

1 TRUSTEE MARTILOTTA: That's the only
2 application? That was the only --

3 MAYOR HUBBARD: Yeah. Okay. Well, thank
4 you. We'll continue on with public comment on the
5 public hearing, then.

6 MR. BULL: Thank you.

7 MAYOR HUBBARD: Okay. Thank you. Anybody
8 from the public wish to address this public
9 hearing?

10 MR. SALADINO: I do.

11 MAYOR HUBBARD: Yeah.

12 MR. SALADINO: John Saladino, Sixth Street.
13 And in the interest of full disclosure, I'm a
14 member of the Conservation Advisory Council.

15 This is the second bite of the apple with
16 this application about raising this house. Just
17 so people understand, the general consensus of the
18 CAC is that we love it when you raise your house
19 on Sandy Beach. For the most part, everybody
20 thinks it's a good idea, nobody wants to see your
21 house flooded, but there are other issues
22 involved.

23 The height, we calculated the height, the
24 CAC calculated the height at the point of the
25 moderate wave action, which the zone that this

1 particular house is in is V-1 and it's nine feet.
2 The moderate wave action goes through the middle
3 of the house, and nine feet plus the two-foot
4 freeboard, and I thought we came up with a -- with
5 a number of 13 feet. And that's really not an
6 issue. If the house doesn't go above 35 feet, the
7 CAC doesn't have an issue with raising the house
8 13 feet, as opposed to 11 feet. We just thought
9 we would bring it to the attention of the Board
10 that the required height would have been 11 feet,
11 as opposed to 13 feet. And I think, for the most
12 part, for four of the five members, I don't think
13 that was a problem.

14 As far as the septic, the last time this
15 application came in front of the CAC and in front
16 of this Board, it was suggested -- it was
17 recommended that they get it signed off by the
18 Suffolk County Department of Health Services and
19 the CAC wouldn't have any objections to that.

20 I would remind the Board that we have in our
21 code that even though there are 26 properties,
22 that according to our code, it's not permitted,
23 it's not permitted to have a septic system on
24 Sandy Beach. The code says if you're within 200
25 feet of an operating sewer system, of a municipal

1 sewer system, you're obligated to sign -- to
2 connect. If you're not, then you would be
3 obligated to first obtain approval and a written
4 permit from the Suffolk County Department of
5 Health and New York State Department of
6 Environmental Conservation.

7 Our Code, Chapter 105, also says that,
8 except as herein provided, it shall be unlawful to
9 construct or maintain any privy, private (sic)
10 vault, septic tank, cesspool or other facility
11 intended or used for the disposal of wastewater.

12 Before we get into a big debate about the
13 definition of "maintain", I took the time to copy
14 it from Merriam Webster's Dictionary, and it says
15 to keep in an existing state, or to continue or
16 preserving (sic).

17 So I think the clear intention of the law,
18 of the code is that a private septic system on
19 Sandy Beach where there is no sewer has to comply
20 with whatever provisions the New York State
21 Department of -- the Suffolk County Department of
22 Health Services mandates. There are other
23 systems.

24 So I would ask this Board to just to adhere
25 to its own code. The fact that there are 25 other

1 houses besides this one, that from May through
2 October on a daily basis poop into the creek and
3 the bay doesn't make it right. This is not 1800
4 anymore, this is not 1900 anymore, this is 2019,
5 to say, "Well, that's the way it was."

6 We have to admit that there's a problem
7 there. The promise that today, tomorrow, there
8 might be a sewer there doesn't address the problem
9 today, doesn't address the problem from yesterday.
10 If we're serious about the environment, if we're
11 not like -- Thomas Paine called them sunshine
12 patriots, summer soldiers. If we're not sunshine
13 environmentalists, if we're not summer
14 environmentalists, we'll take this serious.

15 There is an out, there is a -- there are
16 systems. As a matter of fact, the first
17 application with this property, I believe one of
18 the members, David Corwin, provided three or four
19 different systems for the applicant to employ, to
20 comply, to be able to comply with the requirements
21 from Suffolk County Department of Health Services.
22 Did they cost a few thousand dollars? They
23 absolutely did, can't deny it. In comparison to
24 raising a, and I'm guessing, 1000 square foot,
25 1200 square foot house 13 feet in the air, the

1 offset would be minimal, it would be.

2 So I would urge this Board to read your own
3 code, apply it as it was intended to be implied --
4 applied, and perhaps suggest to the applicant that
5 he go to Suffolk County Department of Health
6 Services, get their opinion about a septic system
7 that would work.

8 This Board would never tolerate, this -- if
9 there was a new house being built, this Board
10 would never tolerate an outhouse on someone's
11 front lawn or rear yard, that they dug a hole and
12 they put an outhouse on top of it and used that
13 for a septic system. That's what you have on
14 Sandy Beach. I'm sorry. That's what you have on
15 Sandy Beach. Twice a day that septic system is in
16 the water course, twice a day that septic system
17 is flooded 20, 30 feet from the bay, 60, 80 feet,
18 100 feet from the creek. Where do we think that
19 black water is going?

20 I just don't understand why, why there would
21 even be a suggestion that, yeah, this is okay.
22 Again, these houses were built as scallop shacks,
23 as -- Arthur Tasker is here, he could tell us what
24 these houses were built for. I'm not really sure,
25 but in 1900, I'm sure it was okay. But in 1900 a

1 lot of stuff that came from somebody's house ran
2 into the bay. We found that wasn't best practice,
3 that wasn't the best thing to do for the water
4 course. This is 2019, maybe we'll think about it
5 now.

6 Thank you. Thanks for listening.

7 MAYOR HUBBARD: Thank you. Anyone else wish
8 to address the Board?

9 MS. MUNDUS: Hi there. Pat Mundus, 182
10 Sterling Street.

11 Anybody who wants to go and take a look at
12 Sandy Beach, just drive down to the end of
13 Sterling Avenue and look out there towards the
14 monument. You'll see one big house, and a second
15 big house, and then Steve's tiny, little house,
16 big, big, tiny, about a fourth of the size of all
17 the other houses that are there.

18 And I understand, John, where you're coming
19 from about the septic system there, but whether he
20 raises the house or not, the septic system is
21 still going to be used. It's two people living in
22 the house. They're not there, you know, having
23 parties, and there's not a massive load on that
24 septic system, but compared to two giant marinas
25 and two restaurants that serve hundreds and

1 hundreds and hundreds of people every single day.
2 Everybody who comes for the weekend and stays on
3 their boat at Brewer's uses the shore side
4 bathroom, they're not on the sewer system either.

5 And I do understand, I'm not very well
6 versed on it, I haven't been up on the recent
7 progress, but there is a movement to bring the
8 sewer system to the other side of the harbor. We
9 just hope that's going happen in the next couple
10 of years. And to compare two people in a little
11 shack that is definitely going to get wiped out to
12 Brewer's and two restaurants not having any septic
13 system, it's like -- it's insignificant, you
14 hardly would even notice.

15 Thank you very much.

16 MAYOR HUBBARD: Thank you.

17 MS. MUNDUS: Just keep the big picture in
18 mind.

19 And, also, I might want point out, I live on
20 Stirling Harbor. During the -- Hurricane Sandy,
21 almost every single piling in the entire harbor is
22 substandard for the kind of storm that we could
23 get, and all the floating docks were about this
24 far from coming off (indicating). The rings that
25 go around the pilings were this far from coming

1 off (indicating), which meant that all the boats
2 tied up, all those floating docks are going to
3 destroy his house, because it's only a few feet
4 off the ground. I don't really know whether going
5 up another few feet is going to save that kind of
6 catastrophic thing, but there is a huge event
7 waiting to happen in Stirling Basin. Thank you.

8 MAYOR HUBBARD: Thank you. Anybody else
9 wish to address the Board on this topic?

10 (No Response)

11 MAYOR HUBBARD: Okay. I'll offer a motion
12 to close the public hearing. We'll discuss that
13 at our work session.

14 TRUSTEE MARTILOTTA: Second.

15 TRUSTEE PHILLIPS: Second.

16 TRUSTEE MARTILOTTA: Oh, apologize.

17 TRUSTEE PHILLIPS: That's okay.

18 MAYOR HUBBARD: All in favor?

19 TRUSTEE MARTILOTTA: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE ROBINS: Aye.

22 MAYOR HUBBARD: Aye.

23 Opposed?

24 (No Response)

25 MAYOR HUBBARD: Motion carried. That will

1 be on our agenda for our work session in March.

2 That's the 21st?

3 CLERK PIRILLO: Yes.

4 MAYOR HUBBARD: March 21st. Okay. At this
5 point, I'll open it up to the public to address
6 the Board on any topic. If anybody wants to
7 speak, name and address for the record. And
8 that's it? No takers?

9 (No Response)

10 MAYOR HUBBARD: Okay. I'll move on to our
11 regular agenda.

12 I'll offer *RESOLUTION #02-2019-1,*
13 *RESOLUTION adopting the February, 2019 agenda as*
14 *printed.* So moved.

15 TRUSTEE MARTILOTTA: Second.

16 MAYOR HUBBARD: All in favor?

17 TRUSTEE MARTILOTTA: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 TRUSTEE ROBINS: Aye.

20 MAYOR HUBBARD: Aye.

21 Opposed?

22 (No Response)

23 MAYOR HUBBARD: Motion carried.

24 Trustee Robins.

25 TRUSTEE ROBINS: *RESOLUTION #02-2019-2,*

1 *RESOLUTION accepting the monthly reports of the*
2 *Greenport Fire Department, Village Administrator,*
3 *Village Treasurer, Village Clerk, Village*
4 *Attorney, Mayor and Board of Trustees. So moved.*

5 TRUSTEE MARTILOTTA: Second.

6 MAYOR HUBBARD: All in favor?

7 TRUSTEE MARTILOTTA: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE ROBINS: Aye.

10 MAYOR HUBBARD: Aye.

11 Opposed?

12 (No Response)

13 MAYOR HUBBARD: Motion carried.

14 TRUSTEE MARTILOTTA: *RESOLUTION #02-2019-3,*
15 *RESOLUTION authorizing the attendance of Paul*
16 *Pallas at the NYAPP Albany Lobby Day meetings on*
17 *March 5th, 2019 and March 6th, 2019, at a lodging*
18 *cost of \$220 per night plus all standard mileage*
19 *and meal reimbursements in accordance with the*
20 *Village of Greenport Travel Policy; to be expensed*
21 *from account number E.078.100 (Executive*
22 *Department). So moved.*

23 TRUSTEE PHILLIPS: Second.

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE MARTILOTTA: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 TRUSTEE ROBINS: Aye.

3 MAYOR HUBBARD: Aye.

4 Opposed?

5 (No Response)

6 MAYOR HUBBARD: Motion carried.

7 TRUSTEE PHILLIPS: *RESOLUTION #02-2019-4,*
8 *RESOLUTION ratifying the hiring of Sean Fink*
9 *effective January 23rd, 2019 as a seasonal,*
10 *part-time Ice Rink Skate Guard and Carousel*
11 *employee, at a pay rate of \$12 per hour. So*
12 *moved.*

13 TRUSTEE ROBINS: Second.

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE MARTILOTTA: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE ROBINS: Aye.

18 MAYOR HUBBARD: Aye.

19 Opposed?

20 (No Response)

21 MAYOR HUBBARD: Motion carried.

22 TRUSTEE ROBINS: *RESOLUTION #02-2019-5,*
23 *RESOLUTION authorizing Treasurer Brandt to perform*
24 *attached Budget Amendment #4085, to appropriate*
25 *reserves to fund sludge removal, and directing*

1 *that Budget Amendment #2085 (sic) (#4085) be*
2 *included as part of the formal meeting minutes for*
3 *the February 28th, 2019 regular meeting of the*
4 *Board of Trustees. So moved.*

5 TRUSTEE MARTILOTTA: Second.

6 MAYOR HUBBARD: All in favor?

7 TRUSTEE MARTILOTTA: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE ROBINS: Aye.

10 MAYOR HUBBARD: Aye.

11 Opposed?

12 (No Response)

13 MAYOR HUBBARD: Motion carried.

14 TRUSTEE MARTILOTTA: *RESOLUTION #02-2019-6,*
15 *RESOLUTION authorizing Treasurer Brandt to perform*
16 *the attached Budget Amendment #4086, to*
17 *appropriate reserves to fund the Third Street curb*
18 *and sidewalk repairs, and directing that Budget*
19 *Amendment #4086 be included as part of the formal*
20 *meeting minutes for the February 28th, 2019*
21 *regular meeting of the Board of Trustees. So*
22 *moved.*

23 TRUSTEE PHILLIPS: Second.

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE MARTILOTTA: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 TRUSTEE ROBINS: Aye.

3 MAYOR HUBBARD: Aye.

4 Opposed?

5 (No Response)

6 MAYOR HUBBARD: Motion carried.

7 TRUSTEE PHILLIPS: *RESOLUTION #02-2019-7,*
8 *RESOLUTION authorizing Treasurer Brandt to perform*
9 *attached Budget Amendment #4087, to appropriate*
10 *reserves to fund electrical testing at the Power*
11 *Plant, and directing that Budget Amendment #4087*
12 *be included as part of the formal meeting minutes*
13 *for the February 28th, 2019 regular meeting of the*
14 *Board of Trustees. So moved.*

15 TRUSTEE ROBINS: Second.

16 MAYOR HUBBARD: All in favor?

17 TRUSTEE MARTILOTTA: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 TRUSTEE ROBINS: Aye.

20 MAYOR HUBBARD: Aye.

21 Opposed?

22 (No Response)

23 MAYOR HUBBARD: Motion carried.

24 TRUSTEE ROBINS: *RESOLUTION #02-2019-8,*
25 *RESOLUTION approving the Public Assembly Permit*

1 *Application submitted by Northeast Stage for the*
2 *use of a portion of Mitchell Park from 5 p.m.*
3 *through 10 p.m. from August 3rd, 2019 through*
4 *August 5th, 2019 for the annual Shakespeare in the*
5 *Park performances. So moved.*

6 TRUSTEE MARTILOTTA: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE MARTILOTTA: Aye.

9 TRUSTEE PHILLIPS: Aye.

10 TRUSTEE ROBINS: Aye.

11 MAYOR HUBBARD: Aye.

12 Opposed?

13 (No Response)

14 MAYOR HUBBARD: Motion carried.

15 TRUSTEE MARTILOTTA: *RESOLUTION #02-2019-9,*
16 *RESOLUTION approving the Public Assembly Permit*
17 *Application submitted by Tor Tork -- oh, boy --*
18 *Tor Torkelson on behalf of the True Light Church*
19 *for use of a portion of the Polo Grounds at*
20 *Moore's Lane from 11:00 a.m. through 2:00 p.m. on*
21 *March 31st (for set-up) --*

22 TRUSTEE PHILLIPS: On May 31st.

23 TRUSTEE MARTILOTTA: Pardon?

24 TRUSTEE PHILLIPS: May 31st.

25 TRUSTEE MARTILOTTA: I apologize. On May

1 *31st, 2019 (for set-up) June 1st, 2019 (for the*
2 *actual annual Hope Day family event), and*
3 *June 2nd, 2019 (for the dismantling process). So*
4 *moved.*

5 TRUSTEE PHILLIPS: Second

6 MAYOR HUBBARD: All in favor?

7 TRUSTEE MARTILOTTA: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE ROBINS: Aye.

10 MAYOR HUBBARD: Aye.

11 Opposed?

12 (No Response)

13 MAYOR HUBBARD: Motion carried.

14 TRUSTEE PHILLIPS: *RESOLUTION #02-2019-10,*
15 *RESOLUTION authorizing the attendance of Gregory*
16 *Morris at the 2019 Stony Brook University Codes*
17 *Conference from June 4th, 2019 through June 6th,*
18 *2019 for the requisite annual training, at a*
19 *registration cost of \$300 plus all standard*
20 *mileage and meal reimbursements in accordance with*
21 *the Village of Greenport Travel Policy; to be*
22 *expensed from account A.1113.400 (Parking*
23 *Enforcement). So moved.*

24 TRUSTEE ROBINS: Second.

25 MAYOR HUBBARD: All in favor?

1 TRUSTEE MARTILOTTA: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 TRUSTEE ROBINS: *RESOLUTION #02-2019-11,*
9 *RESOLUTION authorizing the attendance of Thomas*
10 *Wood at the Metering I Program sponsored by the*
11 *Northeast Public Power Association on: March 25th,*
12 *2019, April 29th, 2019, May 20th, 2019 and*
13 *June 10th, 2019; at a registration cost of \$875*
14 *and a lodging cost of \$155 per night plus all*
15 *standard mileage and meal reimbursements in*
16 *accordance with the Village of Greenport Travel*
17 *Policy, to be expensed from account E.0714.340*
18 *(Electric Miscellaneous). So moved.*

19 TRUSTEE MARTILOTTA: Second.

20 MAYOR HUBBARD: All in favor?

21 TRUSTEE MARTILOTTA: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE ROBINS: Aye.

24 MAYOR HUBBARD: Aye.

25 Opposed?

1 (No Response)

2 MAYOR HUBBARD: Motion carried.

3 TRUSTEE MARTILOTTA: *RESOLUTION #02-2019-12,*
4 *RESOLUTION approving the increase in the hourly*
5 *wage rate for Karen Rotan, from \$15.00 to \$18.00*
6 *per hour, effective March 6th, 2019 owing to the*
7 *assumption of additional duties, per Article VII*
8 *(Salaries and Compensation), Section 9 (a) - Merit*
9 *Clause - of the collective bargaining agreement*
10 *currently in force between the Village of*
11 *Greenport and CSEA Local 1000. So moved.*

12 TRUSTEE PHILLIPS: Second.

13 MAYOR HUBBARD: All in favor?

14 TRUSTEE MARTILOTTA: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE ROBERTS: Aye.

17 TRUSTEE ROBINS: Aye.

18 MAYOR HUBBARD: Aye.

19 Opposed?

20 (No Response)

21 MAYOR HUBBARD: Motion carried.

22 TRUSTEE PHILLIPS: *RESOLUTION #02-2019-13,*
23 *RESOLUTION approving an increase in the hourly*
24 *wage (rate) for Douglas Rocco, from \$21.95 to*
25 *\$24.95 (sic) per hour, effective March 6th, 2019*

1 *owing to the completion of certification classes,*
2 *per Article VII (Salaries and Compensation),*
3 *Section 9 (c) - Earned Credits - of the collective*
4 *bargaining agreement currently in force between*
5 *the Village of Greenport and CSEA Local 1000. So*
6 *moved.*

7 TRUSTEE ROBERTS: Second.

8 MAYOR HUBBARD: All right. It was 24.29,
9 not 24.95.

10 TRUSTEE PHILLIPS: Oh, did I say?

11 MAYOR HUBBARD: Yeah. That's fine. We just
12 want to make sure that --

13 TRUSTEE PHILLIPS: Did I say 24 -- I'm
14 sorry, I read it wrong, 24.29.

15 MAYOR HUBBARD: That's fine. I just want to
16 make sure it's correct in the minutes.

17 TRUSTEE PHILLIPS: No, that's right. Okay.
18 Sorry about that.

19 MAYOR HUBBARD: Okay. All in favor?

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 TRUSTEE ROBERTS: Aye.

23 TRUSTEE ROBINS: Aye.

24 MAYOR HUBBARD: Aye.

25 Opposed?

1 (No Response)

2 MAYOR HUBBARD: Motion carried.

3 TRUSTEE ROBERTS: Resolution --

4 MAYOR HUBBARD: Welcome, Trustee Roberts.

5 TRUSTEE ROBERTS: Yeah. Sorry, everybody.

6 MAYOR HUBBARD: That's all right.

7 TRUSTEE ROBERTS: *RESOLUTION #02-2019-14,*
8 *RESOLUTION adopting the attached SEQRA resolution*
9 *regarding the proposed Local Law of 2019 amending*
10 *Chapter 132 (Vehicles and Traffic) of the Village*
11 *of Greenport Code; adopting lead agency status,*
12 *determining the adoption of the local law amending*
13 *Chapter 132 (Vehicles and Traffic) to be an*
14 *Unlisted Action for purposes of SEQRA, and*
15 *adopting a Negative Declaration, determining that*
16 *the approval of the Local Law will not have a*
17 *significant negative impact on the environment.*
18 So moved.

19 TRUSTEE ROBINS: Second.

20 MAYOR HUBBARD: All in favor?

21 TRUSTEE MARTILOTTA: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE ROBERTS: Aye.

24 TRUSTEE ROBINS: Aye.

25 MAYOR HUBBARD: Aye.

1 *Application submitted by Costello Marine*
2 *Contracting Corporation on behalf of Research*
3 *Charters, Inc. for the property at 204 Carpenter*
4 *Street, Greenport, New York, 11944, to perform the*
5 *following work:*

6 *North Wall: Construct 246' of new bulkhead*
7 *18" seaward of existing bulkhead.*

8 *East Wall: Repair existing pier as*
9 *necessary, and construct 100' of new bulkhead 18"*
10 *seaward of existing bulkhead.*

11 *South Wall: Construct 125' of new bulkhead*
12 *18" seaward of existing bulkhead. Construct 68'4"*
13 *of new bulkhead along face of existing building*
14 *section located over water on piling. Remove*
15 *existing 3'x12' fixed dock; 96' of existing*
16 *bulkhead and 135 cubic yards of fill. Construct*
17 *85' of new bulkhead in new location, and*

18 *Fill: Fill all void areas landward of*
19 *existing bulkheads and areas between old and new*
20 *bulkhead.*

21 *The approved Wetlands Permit shall have a*
22 *term of two (2) years from the date of approval.*
23 *The applicant may renew the permit for an*
24 *additional two (2) years by letter request to the*
25 *Board of Trustees, which may be approved by*

1 *resolution, without a further public hearing.*

2 So moved.

3 TRUSTEE ROBERTS: Second. And --

4 TRUSTEE PHILLIPS: I would like to propose
5 an amendment.

6 TRUSTEE ROBERTS: Go ahead.

7 TRUSTEE PHILLIPS: I would like to propose
8 that our code allows us to, if we wish to require
9 by resolution, a performance bond be on file with
10 the Village Clerk. So I'm asking to amend the
11 resolution at this section to read: "The approved
12 wetlands permit shall have a term of two years,
13 and a performance bond as written in the Village
14 Code Chapter 142-9 to the Village of Greenport in
15 the amount of the total project. The applicant
16 may renew the permit for an additional two years
17 by letter request, along with the renewal of the
18 performance bond in the amount of the project to
19 the Board of Trustees, which may be approved by
20 resolution without a public hearing."

21 MAYOR HUBBARD: Is there a second on the
22 amendment?

23 TRUSTEE ROBERTS: I'll second to ask a
24 question.

25 MAYOR HUBBARD: Okay. Well, we have a

1 second on it. Let's -- discussion on the
2 amendment?

3 TRUSTEE ROBERTS: So, Trustee Phillips, you
4 just read us the actual code, right?

5 TRUSTEE PHILLIPS: I -- no. The actual
6 code -- I actually just entered into it the
7 section into the amendment. I just -- the code
8 says that -- our code, 142-9, says that the permit
9 applicant, upon approval of a permit, shall file
10 with the Village Clerk a performance bond, if
11 required, in an amount with -- and with sureties
12 and in a form approved by the Village Board. The
13 bond and sureties shall be conditional upon
14 compliance with all provisions of this chapter and
15 conditions imposed upon permit approval. That's
16 what our code says.

17 TRUSTEE ROBERTS: Okay. So the code doesn't
18 discuss renewal, the two-term thing. That -- you
19 were just adding that? That's in the language of
20 this? The --

21 TRUSTEE PHILLIPS: That's in the language.
22 That's in the language of the --

23 MAYOR HUBBARD: The resolution that's on the
24 agenda.

25 TRUSTEE PHILLIPS: The resolution that's on

1 hand.

2 TRUSTEE ROBERTS: Right, right, okay.

3 TRUSTEE PHILLIPS: I just -- I just wrote
4 out my -- instead of talking it and flubbing up, I
5 wrote out what I was -- wished to say.

6 TRUSTEE ROBERTS: Your amendment -- your
7 amendment proposes to enforce the bond, the
8 optional bond requirement, and the Board of
9 Trustees has the option to require a marine
10 contractor to put a bond on a wetlands permit?

11 TRUSTEE PHILLIPS: Correct.

12 TRUSTEE ROBERTS: That's your argument,
13 right?

14 TRUSTEE PHILLIPS: Since the size of this
15 project is a large one, and I am sure that the
16 applicant is fine, but I just think that it would
17 assure the Village, the Village residents, as well
18 as our Village Board, that the work will be
19 completed. His application fee is only \$350. I
20 think a bond, performance bond is not too much to
21 ask, but that's my opinion.

22 TRUSTEE ROBINS: I'm not in support of a
23 discretionary bond on a project like this. I
24 don't think we've done it in the recent -- not
25 even so recent past, at least for the last 10 or

1 12 years. I think it could be perceived as single
2 out a -- singling out a certain business,
3 especially since this is a commercial wetlands
4 permit. I really don't see the need for it, and I
5 think we might be setting a precedent that we
6 don't need to set right now.

7 So I have reservations about discretionary
8 decisions on the part of Boards like ours that are
9 four-year Boards. We don't have professionals
10 here, and I don't know if we're always qualified
11 to be making those decisions. In this instance, I
12 won't support this resolution, Mary Bess. Thank
13 you.

14 TRUSTEE ROBERTS: And, Trustee Robins, I was
15 going to ask the question of, if I may ask Paul,
16 have we had other -- I can't recall since being on
17 the Board we've done this for any wetlands permit
18 applicant.

19 MAYOR HUBBARD: No.

20 MR. PALLAS: I don't recall any. And
21 anecdotally, I don't think -- I've asked around.
22 I don't believe we've asked it in the recent past,
23 and I would agree, for at least 10 years.

24 MAYOR HUBBARD: We have not asked for one in
25 12 years that I've been on the Board.

1 TRUSTEE ROBERTS: Thanks. Okay.

2 MAYOR HUBBARD: First time in 12.

3 TRUSTEE ROBERTS: Right. And then my other
4 question was if the -- we didn't hear anything in
5 the CAC report indicating that this was a project
6 that was somehow out of class with the other
7 wetlands projects that have been presented to this
8 Board, right?

9 TRUSTEE PHILLIPS: Our CAC wanted a
10 requirement of only two years for it to be
11 completed, which is not a -- which is something
12 that is not written in our code. This is
13 something that has been done in the past. But as
14 a Village Board, we do have the availability of
15 setting some conditions to protect the -- to
16 protect the community.

17 TRUSTEE ROBERTS: I understand.

18 TRUSTEE PHILLIPS: I think that our wetlands
19 permits are based on their merit and on the amount
20 of the size and scope of their -- of their
21 project, and this is probably a larger project
22 than has been done in the past recently. So I
23 just -- I just feel that it is better to be safe
24 than sorry.

25 TRUSTEE ROBERTS: Just --

1 MAYOR HUBBARD: Okay.

2 TRUSTEE ROBINS: I'll just point to the last
3 paragraph again here of this resolution that says
4 that the applicant may renew the permit for an
5 additional two years by letter request of the
6 Board of Trustees. This is not a rubber stamp,
7 they still have to come and ask us. And if there
8 is something going on that we are not in -- you
9 know, that we think is -- that we wouldn't approve
10 of, at that point, we -- would we still -- maybe
11 I'll ask Joe Prokop this. Would we still have the
12 option if, you know, something wasn't completed,
13 that we would have to revisit it for a wetlands
14 permit for some reason?

15 MR. PROKOP: The letter request would be
16 made and the Board would have the right to object
17 to the -- object to the extension or not grant the
18 extension if they thought that there was some
19 issue. They could also -- they -- the Board could
20 also impose a new condition on the extension if
21 they felt that there was a reason to do that.

22 TRUSTEE ROBINS: Okay. So I'm -- as I said,
23 I'm definitely comfortable with the resolution the
24 way it's written.

25 MAYOR HUBBARD: Okay. Just my feeling on

1 it, performance bonds can be expensive if it's a
2 million dollar project. Most of them cost 10%,
3 some cost more. To add \$100,000 onto a million
4 dollar improvement of a Village property I feel is
5 putting an undue burden on the applicant. We've
6 never asked for it before. And I just feel that
7 they're spending a lot of money to improve their
8 property in the Village in the coastal wetland,
9 and everything else, and we've never done it
10 before.

11 I have a hard time accepting this, because
12 it's not something that we've ever done. And I
13 just feel it's going to be a hardship on the
14 contractor and the applicant to add this on at the
15 last minute, after we had the public hearing last
16 month and everything else and this just came up.
17 I feel that they should be able to do it.

18 I have no problem taking the two-year time
19 frame out, which the CAC requested. I know we
20 talked about that at the work session, to take the
21 last paragraph out and go with the two-year time
22 frame. They've got to get the work done in two
23 years or they have to go and reapply
24 wholeheartedly and not put the two-year extension
25 on it. But I'm in favor of taking that off if we

1 want to as a Board. I'm not in favor of the
2 performance bond.

3 TRUSTEE ROBERTS: And if -- Mayor and
4 Trustee Phillips, I was looking for -- I'm waiting
5 for someone to tell me that this is a crazy
6 project, much crazier than anything else that's
7 been done here. I'm not hearing it. So if it's
8 in the same kind of general scope of other
9 projects that have been done around here, then I'm
10 with you.

11 MAYOR HUBBARD: Yeah, I -- I mean, 400 feet
12 of bulkhead, I mean, you know, it shouldn't take
13 them more than two years to get that done. If it
14 does, it's an exception of the normal rule on it.
15 The contractor was here, he asked for it when he
16 was here at the public hearing, so that's why it
17 made it on there. The CAC, you know, discussed
18 about it, we discussed it as a Board, and he had
19 requested it. So that's why that last sentence
20 was on there, but that easily could be taken off.

21 TRUSTEE ROBINS: Yeah, and --

22 TRUSTEE ROBERTS: We'll do that next.

23 TRUSTEE PHILLIPS: Then let's do that next.

24 TRUSTEE ROBINS: And this business has been
25 a good steward of that property for years and

1 years.

2 TRUSTEE ROBERTS: Oh, yeah.

3 TRUSTEE ROBINS: You know, I mean, they're
4 kind of the ideal business for this Village. So
5 to single them out and push back on this, I just
6 think it's inappropriate.

7 TRUSTEE MARTILOTTA: I would agree, and
8 especially the last minute of it, and nothing --

9 TRUSTEE PHILLIPS: No, it's not.

10 TRUSTEE MARTILOTTA: I don't mean that in
11 any way --

12 TRUSTEE PHILLIPS: I'm just putting -- I'm
13 just putting it out there, because --

14 TRUSTEE MARTILOTTA: Absolutely. I just
15 wanted --

16 MAYOR HUBBARD: I understand the intent of
17 the law and everything else.

18 TRUSTEE MARTILOTTA: Yes, absolutely.

19 MAYOR HUBBARD: I mean, if it was a Village
20 project and we were hiring outside contractors to
21 do something on Village land, I could see the
22 performance bond, because that's something that we
23 normally would do. For a private individual that
24 has a piece of commercial property, that's trying
25 to upgrade their property, I just feel it's an

1 undue burden to be added on to them at this point.

2 That's --

3 TRUSTEE PHILLIPS: That's fine. Then I feel
4 that we should strike off the -- as you suggested,
5 the additional two years --

6 TRUSTEE MARTILOTTA: Great.

7 TRUSTEE PHILLIPS: -- and just leave it at
8 the two years, then.

9 MAYOR HUBBARD: Okay. So we'll take a vote
10 on the amendment.

11 TRUSTEE PHILLIPS: Well, I could withdraw
12 the amendment if you want. You want me to
13 withdraw it or do you want to vote on it?

14 MAYOR HUBBARD: Well, no, let's just vote
15 and turn it down.

16 TRUSTEE PHILLIPS: Okay.

17 MAYOR HUBBARD: And then we'll just reread
18 it --

19 TRUSTEE PHILLIPS: That's fine.

20 MAYOR HUBBARD: -- and we'll take the last
21 sentence off on it.

22 TRUSTEE PHILLIPS: Okay.

23 TRUSTEE MARTILOTTA: Yeah.

24 MAYOR HUBBARD: Okay. We'll vote on the
25 amendment to change the resolution. All in favor?

1 TRUSTEE PHILLIPS: Aye.

2 MAYOR HUBBARD: Opposed?

3 TRUSTEE MARTILOTTA: No.

4 MAYOR HUBBARD: Okay. Four opposed. One to
5 four, so the amendment is defeated. We'll go back
6 to the original resolution.

7 TRUSTEE ROBERTS: I'll offer a motion to
8 amend and remove the last sentence, beginning with
9 "the applicant" and ending with "hearing" and
10 strike that from the resolution. So moved.

11 MAYOR HUBBARD: All right. Is there a
12 second on that amendment?

13 TRUSTEE MARTILOTTA: I'll second it.

14 MAYOR HUBBARD: Okay. All in favor of that
15 amendment?

16 TRUSTEE MARTILOTTA: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 TRUSTEE ROBERTS: Aye.

19 TRUSTEE ROBINS: Aye.

20 MAYOR HUBBARD: Aye.

21 Opposed?

22 (No Response)

23 MAYOR HUBBARD: The amendment carries.

24 All in favor of the resolution as a whole?

25 All in favor?

1 TRUSTEE MARTILOTTA: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBERTS: Aye.

4 TRUSTEE ROBINS: Aye.

5 MAYOR HUBBARD: Aye.

6 TRUSTEE MARTILOTTA: I apologize.

7 MAYOR HUBBARD: Opposed?

8 (No Response)

9 MAYOR HUBBARD: Motion carried.

10 TRUSTEE ROBINS: Okay.

11 MAYOR HUBBARD: Okay. So they had their
12 permission for it, no bond, and a two-year limit
13 on the wetlands permit.

14 TRUSTEE ROBERTS: Consistency, just like
15 everyone else.

16 MAYOR HUBBARD: That's -- well, that's fine.

17 TRUSTEE ROBERTS: Thank you, sir.

18 MAYOR HUBBARD: Somebody requested it, we
19 talked about it, we put it on the agenda, the
20 Board discussed, and that's it, we'll move on.

21 TRUSTEE ROBERTS: All right. My turn?

22 MAYOR HUBBARD: All right. Trustee Phillips
23 did that, so Trustee Roberts.

24 TRUSTEE ROBERTS: Yeah. *RESOLUTION*

25 *#02-2019-18, RESOLUTION directing PWIB Claudio*

1 *Real Estate LLC to remedy the hazardous conditions*
2 *existing as a result of an inadequate number of*
3 *pilings, by installing approximately 24 new*
4 *pilings, per Chapter 142 (Wetlands, Flood Plains*
5 *and Drainage), Section 10 (Existing or prior*
6 *conditions) of the Village of Greenport Code. So*
7 *moved.*

8 TRUSTEE ROBINS: Second.

9 MAYOR HUBBARD: All in favor?

10 TRUSTEE MARTILOTTA: Aye.

11 TRUSTEE PHILLIPS: Aye.

12 TRUSTEE ROBERTS: Aye.

13 TRUSTEE ROBINS: Aye.

14 MAYOR HUBBARD: Aye.

15 Opposed?

16 (No Response)

17 MAYOR HUBBARD: Motion carried.

18 TRUSTEE ROBINS: *RESOLUTION #02-2019-19,*
19 *RESOLUTION scheduling a public hearing for March*
20 *28th, 2019 at 7:00 p.m. at the Third Street Fire*
21 *Station, Third and South Streets, Greenport, New*
22 *York, 11944 regarding the Wetlands Permit*
23 *Application submitted by PWIB Claudio Real Estate,*
24 *LLC per the attached "Proposed Work Description"*
25 *with the exception of the Deck Area, and directing*

1 *Clerk Pirillo to notice the public hearing*
2 *accordingly. So moved.*

3 TRUSTEE MARTILOTTA: Second.

4 MAYOR HUBBARD: All in favor?

5 TRUSTEE MARTILOTTA: Aye.

6 TRUSTEE PHILLIPS: Aye.

7 TRUSTEE ROBERTS: Aye.

8 TRUSTEE ROBINS: Aye.

9 MAYOR HUBBARD: Aye.

10 Opposed?

11 (No Response)

12 MAYOR HUBBARD: Motion carried.

13 TRUSTEE MARTILOTTA: *RESOLUTION #02-2019-20,*
14 *RESOLUTION approving the request of Safe Harbor*
15 *Marina to contract labor for, and pay for, the*
16 *dredging of Stirling Harbor, at no cost to the*
17 *Village of Greenport, with the Village of*
18 *Greenport responsible for obtaining any and all*
19 *corresponding required permits, and authorizing*
20 *Mayor Hubbard to sign the contract between the*
21 *Village of Greenport and Safe Harbor Marina. So*
22 *moved.*

23 TRUSTEE PHILLIPS: Second.

24 MAYOR HUBBARD: I just -- one comment on
25 this. I want to thank Safe Harbor for stepping up

1 to do this. It's a much needed project. It's
2 being taken care of at their cost. It's going to
3 benefit them, but it's also going to benefit the
4 whole Village, anybody who uses that creek, plus
5 it's going to shore up our maritime monument
6 that's out there, and it's -- it hasn't been done
7 in over 25 years and it's a really good project.
8 Paul Pallas is working really fast on trying to
9 get the permits done, so we can get this done
10 before May.

11 And I just want to thank them again, you
12 know, from the whole Board for stepping up and
13 assisting the Village in this project.

14 Any other discussion?

15 TRUSTEE MARTILOTTA: No.

16 MAYOR HUBBARD: All in favor?

17 TRUSTEE MARTILOTTA: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 TRUSTEE ROBERTS: Aye.

20 TRUSTEE ROBINS: Aye.

21 MAYOR HUBBARD: Aye.

22 Opposed?

23 (No Response)

24 MAYOR HUBBARD: Motion carried.

25 TRUSTEE PHILLIPS: *RESOLUTION #02-2019-21,*

1 *expensed from account H.5110.200 (Road*
2 *Construction), and authorizing Mayor Hubbard to*
3 *sign the contract between the Village of Greenport*
4 *and DeAl Concrete. So moved.*

5 TRUSTEE ROBINS: Second.

6 MAYOR HUBBARD: All in favor?

7 TRUSTEE MARTILOTTA: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE ROBERTS: Aye.

10 TRUSTEE ROBINS: Aye.

11 MAYOR HUBBARD: Aye.

12 Opposed?

13 (No Response)

14 MAYOR HUBBARD: Motion carried.

15 TRUSTEE ROBINS: *RESOLUTION #02-2019-23,*
16 *RESOLUTION approving the attached Host Site*
17 *Agreement for Electric Vehicle Direct Current Fast*
18 *Charger Project submitted by the Power Authority*
19 *of New York State -- the Power Authority of the*
20 *State of New York to install electric vehicle*
21 *supply equipment hardware on property owned by the*
22 *Village of Greenport, and authorizing Mayor*
23 *Hubbard to sign the agreement between the Village*
24 *of Greenport and the Power Authority of the State*
25 *of New York. So moved*

1 TRUSTEE MARTILOTTA: Second.

2 MAYOR HUBBARD: All in favor?

3 TRUSTEE MARTILOTTA: Aye.

4 TRUSTEE PHILLIPS: Aye.

5 TRUSTEE ROBERTS: Aye.

6 TRUSTEE ROBINS: Aye.

7 MAYOR HUBBARD: Aye.

8 Opposed?

9 (No Response)

10 MAYOR HUBBARD: Motion carried.

11 TRUSTEE MARTILOTTA: *RESOLUTION #02-2019-24,*
12 *RESOLUTION approving the attached Request for Work*
13 *Authorizations submitted by Duncan, Weinberg,*
14 *Genzer & Pembroke, P.C. regarding the New York*
15 *Association of Public Power 2019-2020 Scope of*
16 *Work, and authorizing Mayor Hubbard to sign the*
17 *Request for Work Authorizations submitted by*
18 *Duncan, Weinberg, Genzer & Pembroke, P.C. So*
19 *moved.*

20 TRUSTEE PHILLIPS: Second.

21 MAYOR HUBBARD: All in favor?

22 TRUSTEE MARTILOTTA: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 TRUSTEE ROBERTS: Aye.

25 TRUSTEE ROBINS: Aye.

1 MAYOR HUBBARD: Aye.

2 Opposed?

3 (No Response)

4 MAYOR HUBBARD: Motion carried.

5 TRUSTEE PHILLIPS: *RESOLUTION #02-2019-25,*
6 *RESOLUTION approving all checks per the Voucher*
7 *Summary Report dated February 22nd, 2019, in the*
8 *amount of \$480,330.50 consisting of:*

9 o *All regular checks in the amount of*
10 *\$382,923.44, and*

11 o *All prepaid checks (including wire*
12 *transfers) in the amount of \$97,407.06. So moved.*

13 TRUSTEE ROBERTS: Second.

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE MARTILOTTA: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE ROBERTS: Aye.

18 TRUSTEE ROBINS: Aye.

19 MAYOR HUBBARD: Aye.

20 Opposed?

21 (No Response)

22 MAYOR HUBBARD: Motion carried.

23 Okay. There being no further business, I'll
24 call a motion to adjourn at 7:47.

25 TRUSTEE MARTILOTTA: Second.

1 MAYOR HUBBARD: All in favor?

2 TRUSTEE MARTILOTTA: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE ROBERTS: Aye.

5 TRUSTEE ROBINS: Aye.

6 MAYOR HUBBARD: Aye.

7 Opposed?

8 (No Response)

9 MAYOR HUBBARD: Motion carried.

10 Thank you all for coming.

11 (The meeting was adjourned at 7:47 p.m.)

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#	\$97,407.06 [1] - 51:12	2	5	31:5
#02-2019-10 [1] - 25:14	0	2 [5] - 8:2, 8:5, 32:22, 32:24	5 [1] - 24:2	actual [3] - 25:2, 34:4, 34:5
#02-2019-11 [1] - 26:8	02-2019-1 [1] - 19:12	20 [1] - 15:17	5th [2] - 20:17, 24:4	add [3] - 8:16, 39:3, 39:14
#02-2019-12 [1] - 27:3	02-2019-2 [1] - 19:25	200 [1] - 12:24	6	added [1] - 42:1
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VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2019 Period: 2 Trans Type: B2 - Amend Status: Batch
 Trans No: 4085 Trans Date: 02/12/2019 User Ref: ROBERT
 Requested: A. HUBBARD Approved: Created by: ROBERT 02/12/2019
 Description: APPROPRIATE RESERVES TO FUND SLUDGE REMOVAL AT THE Account # Order: No
 WASTEWATER TREATMENT PLANT Print Parent Account: No

Account No.	Account Description	Amount
G.8130.404	SLUDGE REMOVAL,	50,000.00
G.5990	APPROPRIATED FUND BALANCE	50,000.00
Total Amount:		100,000.00

BOARD OF TRUSTEES - VILLAGE OF GREENPORT
SEQRA RESOLUTION REGARDING THE AMENDMENT OF CHAPTER 132
(VEHICLES AND TRAFFIC)
OF THE VILLAGE OF GREENPORT CODE

WHEREAS THE Village of Greenport intends to amend Chapter 132 (Vehicles and Traffic), of the Village of Greenport Code to improve available parking for the residents of the Village and their guests and other visitors to the Village by limiting timed parking at the Fourth Street parking lot to seventy-two (72) hours, at all times; 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 amendment of Chapter 132 (Vehicles and Traffic) 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 amendment of Chapter 132 (Vehicles and Traffic), of the Village of Greenport Code regarding the limiting of timed parking at the Fourth Street parking lot to seventy-two (72) hours, at all times; and it is further

RESOLVED that the Board of Trustees hereby determines that the amendment of Chapter 132 (Vehicles and Traffic) of the Village of Greenport Code regarding the limiting of timed parking at the Fourth Street parking lot to seventy-two (72) hours, at all times; it is further

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the amendment of Chapter 132 (Vehicles and Traffic) regarding the limiting of timed parking at the Fourth Street parking lot to seventy-two (72) hours, at all times; is an Unlisted Action for purposes of SEQRA;

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: January 28, 2019

January 23, 2019

LOCAL LAW NO. OF THE YEAR 2019
AMENDING SECTION 132-54A SCHEDULE XVI LIMITED TIME PARKING
AND SECTION 132-37(B) PENALTIES
OF THE GREENPORT VILLAGE CODE
TO SET A LIMITED TIME FOR PARKING IN THE MTA PARKING LOT

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE
INCORPORATED VILLAGE OF GREENPORT AS FOLLOWS:

- Section 1.0 Enactment, Effective Date,
Purpose and Definitions.
- 1.1 Title of Local Law
 - 1.2 Enactment.
 - 1.3 Effective Date.
 - 1.4 Purpose and Intent of Local Law.
-
- 2.0 General Provisions
- 2.1 Amendment to Section 132-54A
 - 2.2 Rescission of Section 132-37(B)
- 3.0 Severability
- 1.1 Title.

This Local Law shall be entitled “Local Law of 2019 Amending Section
132-54A Schedule XVI Limited Time Parking of the Greenport Village Code to Set a
Limited Time on Parking in the MTA Lot.

- 1.2. Enactment.

Pursuant to Section 10 of the Home Rule Law and the Village Law of the State
of New York, the Incorporated Village of Greenport, County of Suffolk and State of

New York, hereby enacts by this Local Law of 2019, a Local Law of the Village of Greenport.

1.3. Effective Date.

This Local Law shall take effect on the filing of the approved Local Law with the Secretary of State of New York, which shall be with in twenty (20) days after its approval by the Board of Trustees of the Incorporated Village of Greenport.

1.4 Purpose and Intent of Local Law.

The purpose and intent of this Local Law is to improve available parking for the residents of the Village and their guests and other visitors to the Village.

2.0 General Provisions.

2.1 The following language shall be added to Section 132-54A Limited Time Parking of the Greenport Village Code:

"Name of Street	Sides	Time Limit	Hours	Location
Fourth Street	Parking Lot	72 Hours	All Times	MTA Parking Lot"

2.2 Rescission of Section 132-37(B)

Section 132-37(B) of the Greenport Village Code is hereby rescinded and deleted and Section 132-37(B) is reserved for further use.

3.0 Severability

In the event that any section or portion of this Local Law or Chapter shall be deemed void or not effective, the remaining provisions of this Local Law and Chapter shall remain in full force and effect.

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING WETLANDS PERMIT APPLICATION
OF COSTELLO MARINE CONTRACTING CORPORATION ON BEHALF OF
RESEARCH CHARTERS, INC.

WHEREAS an application for a wetlands permit approval was filed by Costello Marine Contracting Corporation as applicant on behalf of research Charters, Inc. 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: January 28, 2019

Attachment to Wetland Application

Client: PWIB Claudio Real Estate, LLC
Location: 111 Main Street, Greenport, NY 11944
SCTM #1001-5-4-38.1

PROPOSED WORK DESCRIPTION

- Deck Area:** Remove existing top deck structures, decking, support timbers and framing as needed to allow the installation of 24 new support piling. Replace support structure timbers and decking. Replace deck structures removed. All removed materials will be reused where possible or replaced with similar.
- Area 'A':** Remove existing 10"x10" top wale. Remove the top 4' of existing sheet steel sheathing and existing face piling. Construct 230' of new bulkhead immediately in front of existing bulkhead. Fill void area between old and new sheathing with clean trucked in sand (approximately 56 cubic yards). Replace asphalt pavement disturbed.
- Area 'B':** Remove existing concrete slab as needed. Construct 42' of new steel bulkhead immediately in front of existing bulkhead. Fill void area between old and new sheathing with clean trucked-in sand (approximately 16 cubic yards). Replace concrete slab area disturbed.
- Area 'C':** Construct 52' of new bulkhead immediately in front of existing bulkhead. Fill void area between old and new sheathing with clean trucked-in sand (approximately 40 cubic yards). Replace asphalt pavement disturbed. Replace safety railings.

RECEIVED
FEB 06 2011



A & F Electrical Testing, Inc.

P O Box 446
St James, NY
11780-0446
Tel 631-584-5625

Fax 631-584-5720

80 Broad Street 5th Floor
New York, NY
10004
Tel 212-837-7744

January 2, 2019

Village of Greenport

236 3rd St.

Greenport, NY 11944

Attn: P. Pallas/D. Jacobs

RE: Electrical Testing of Various Equipment Quote # 1901001 Rev 0

A&F Electrical Testing Inc. is pleased to submit for your consideration this proposal for the work scope as listed below. Our fee for the services provided is listed below each section of the work scope for your use. All of our fees exclude taxes and permitting charges.

Work Scope

Outdoor Substation

1. Maintenance and testing of 11 medium voltage circuit breakers. This includes the following:
 - a. Visual and mechanical inspection.
 - b. Lubrication.
 - c. Insulation resistance measurements.
 - d. Over potential testing.
 - e. Contact resistance measurements.
 - f. Vacuum bottle integrity verification.
2. Maintenance and testing of 20 protective relays including. This includes the following:
 - a. Feeder protection relays.
 - b. IAC 51 Over current relays

Plant equipment

1. Maintenance and testing of 1-15KV medium voltage circuit breaker. This includes the following:
 - a. Visual and mechanical inspection.
 - b. Lubrication.
 - c. Insulation resistance measurements.
 - d. Over potential testing.
 - e. Contact resistance measurements.
 - f. Vacuum bottle integrity verification.
2. Maintenance and testing of 5-5KV medium voltage circuit breaker. This includes the following:
 - a. Visual and mechanical inspection.
 - b. Lubrication.
 - c. Insulation resistance measurements.
 - d. Over potential testing.
 - e. Contact resistance measurements.
 - f. Vacuum bottle integrity verification. (not included on 52L2S)
3. Maintenance and testing of 7 protective relays including. This includes the following:
 - a. Generator protection relays.
 - b. Bus differential relay.
 - c. Protective relays for 52L2P and 52L2S.

Our fee outdoor substation and plant work scope is \$32,750.00.

This work scope has allowances for switching support out of normal hours and assumes switching between utility feeder #1 and #2 is permitted as needed.

Suggested additional work for this work scope includes the following:

1. Maintenance and testing of substation batteries.
2. Maintenance and testing of transformer #2.

Our fee for this section of work scope is \$14,750.00.

Report

1. A copy of our written report in electronic format. Our reports take up to 10 weeks to prepare. Reports that are required to be produced on an expedited basis may result in additional charges.

Conditions:

1. We will be testing the items above as per the NETA Maintenance Testing Specifications.
2. Development of testing plans and onsite job meetings are not included.
3. Panel covers that have latent damage, missing hardware, broken latches and or hinges are the responsibility of others.
4. All equipment must be readably accessible from the ground or finished floor. Working at heights greater than 3 feet AFF is specifically excluded. The area adjacent to the equipment must be clean and free of debris.
5. All additional work will be requoted.
6. No allowance is made for asbestos, PCB or any other type of hazardous material. This proposal is based on the work area being acceptable to the supervisor assigned to this project by A & F. It shall be his or her sole discretion whether the work area is an acceptable work environment.
7. Jobsite security shall be the responsibility of others.
8. Attendance of witnesses for observation is the responsibility of others
9. No allowance is made for temporary office space.
10. On site safety training is not included.
11. There is no allowance for acceleration.
12. There is no allowance for work outside our normal work day unless specifically mentioned. There is no allowance for work performed on Sundays or Holidays.
13. This proposal includes 2 pages and is valid for 30 days.
14. We reserve the right to reject any purchase order or subcontract with or without cause.

Terms:

1. Payment terms on request. Our normal payment terms are 20 days after receipt of invoice.
2. There is an interest charge of 1½% per month or part thereof.
3. We will not except pay as paid terms without prior agreement.
4. We require a purchase order or a subcontract referencing this proposal to begin work.

Sincerely,

Florence Chilton pres.

Florence Chilton
President





DeAl Concrete Corp.

P.O. Box 2038
St James NY. 11780
631-319-6117

Estimate

Estimate No: 312
Date: 02/08/2019

For: VILLAGE OF GREENPORT
PJPALLAS@GREENPORTVILLAGE.ORG
236 THIRD ST
GREENPORT NY 11944

Description	Amount
SUFFOLK COUNTY DPW CONTRACT #5-16.6.2A1 JOB: 3RD ST CURB & SIDEWALKJ	\$16,841.80
ITEM 203.02 UNCL. EXCAVATION 40CY X 60.00= \$2,400.00	
ITEM 203.05 UNCL. EXCAVATION 12CYX 40.00= \$480.00	
ITEM 520.09000010 SAW CUTTING PAV. 80LF X 3.00= \$240.00	
ITEM 608.0101 CONCRETE SIDEWALK & APRONS 10CY X 750.00= \$7,500.00	
ITEM 609.0401 CONCRETE CURB 120LF X 30.00= \$3,600.00	
ITEM 304.10119917 SUBBASE 12CY X 60.00= \$720.00	
ITEM 604.07210010 RESETTING EXISTING DRAINAGE FRAMES 1 X 800.00= \$800.00	
ITEM 619.01 TRAFFIC MAINT. 07% X 15,740.00= \$1,101.80	
Subtotal	\$16,841.80
0%	\$0.00
Total	\$16,841.80
Total	\$16,841.80

**HOST SITE AGREEMENT (HSA) FOR ELECTRIC VEHICLE (EV) DIRECT
CURRENT FAST CHARGER (DCFC) PROJECT**

This agreement ("Agreement") made this ____ day of _____, 20__ by and between the Power Authority of the State of New York (the "Authority"), with a principal place of business at 30 South Pearl Street, Albany, NY 12207, and an office at 123 Main Street, White Plains, NY 10601, and the Village of Greenport ("Customer"), a municipal corporation and political subdivision of the State of New York with a place of business located at 236 Third Street, Greenport, NY 11944-1642. The Authority and Customer are from time to time referred to in this Agreement individually as a "Party" or collectively as the "Parties."

WHEREAS, pursuant to Title 1 of Article 5 of the Public Authorities Law of the State of New York, as amended, (known as the Power Authority Act), the Authority has been established as a body corporate and politic, a political subdivision of the state, exercising governmental and public powers; and

WHEREAS, consistent with the Public Authorities Law §1005(17), the Trustees have authorized the establishment and enhancement of the Authority's Energy Services Program to include, among other things, energy efficiency projects and services, clean energy technology projects and services and high-performance and sustainable building projects and services (including technologies that reduce air and other pollution and conserve materials and resources) and the construction, installation and/or operation of facilities or equipment done in connection with any such projects, programs or services to its eligible customers including its municipal and rural electric system cooperative customers; and

WHEREAS, the Authority entered into an agreement with Nissan North America, Inc. ("Nissan") whereby the Authority was provided with electric vehicle supply equipment hardware ("EVSE") which was to be installed a specific project sites as proposed by the Authority and approved by Nissan; and

WHEREAS, the Authority proposed a site owned by Customer and Nissan has consented to the installation of EVSE at the site owned by Customer; and

WHEREAS, this Project is intended to support the rapid charging of electric vehicles at the Customer's service territory and to promote the adoption of electric vehicles in New York State and is consistent with the Authority's Energy Services Program; and

WHEREAS, Customer has indicated that it is desirous of receiving electric vehicle direct current fast charging equipment under the terms and conditions set forth herein and the Authority has determined that Customer is capable of hosting electric vehicle charging stations at the location identified herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

Article 1 Equipment; Facility; Title to EV Supply Equipment

- 1.1 The Authority, will provide EVSE as identified in Attachment "A" to Customer. The EVSE will be installed at a location within Customer's service territory ("Location") which is identified in Attachment "A". Subject to Article 2, the EVSE will be provided to Customer at no cost. All EVSE Equipment supplied to the Customer under this Agreement will be new unless otherwise stated in Attachment "A". Customer is responsible for all costs and expenses associated with the installation of the EVSE. Title to the EVSE shall pass to Customer upon Customer's receipt of the EVSE.
- 1.2 The Authority, through its third party contractor ("Contractor") will provide EVSE software and network services as well as an extended original equipment manufacturer warranty to Customer at no cost for the term of this Agreement, set forth in Article 4. The Customer and the Contractor may enter into a separate agreement for end user fees collection services.

Article 2 Customer's Responsibilities; Installation; Maintenance

- 2.1. Customer is responsible for design, permit installation of EVSE at their own cost and sole responsibility within six months after the execution of this Agreement. Customer will notify the Authority when the EVSE has been installed. Thereafter, the Authority, through Contractor, will inspect the EVSE to verify installation.
- 2.2 Customer authorizes the Authority and its Contractor to remotely access any and all data generated by the EVSE throughout the term of this Agreement. With respect to any EVSE data or information obtained by the Authority or its Contractor, Customer grants to the Authority a license to compile, use, reproduce, disclose and disseminate anonymous, aggregated data provided that no such information will directly identify Customer.
- 2.4 Customer will keep the EVSE operational for the term of this Agreement by ensuring adequate power supply, maintenance and warranty requests, snow removal, parking enforcement and any other related need.
- 2.6 Customer is responsible for the costs of providing units with power, and all other associated costs to keep unit operational.
- 2.7 Customer is entitled to obtain the revenue the EVSE generates. User fees will be collected for the term of the Agreement by the Contractor. Contractor will keep 10% of end user fees and transfer the rest to Customer on a monthly basis. Customer will consult with the Authority on initial EVSE end user pricing as well as on modifying usage rates for the term of the Agreement.

Article 3 Permitting; Facility Access; Facility Information

- 3.1 The EVSE installation work performed by Customer will be performed in accordance with all applicable local, state and federal laws, regulations, including applicable local and state building, fire and electrical codes and standards. Customer will, without cost to the Authority, obtain and maintain all permits, licenses and authorizations required to perform the EVSE installation work.
- 3.2 Upon request, the Customer will, without cost to Authority, provide the Authority with all documents, drawings, specifications, details and all other information concerning the Location which Authority or Contractor may need in connection with this Agreement. Upon reasonable notice to Customer, Authority may inspect and test the EVSE during and after installation.

Article 4 Term

- 4.1 This Agreement will become effective and binding on the Parties on the date first written above and will terminate on the fifth anniversary of such date.

Article 5 Warranties; Manufacturer's Instructions

- 5.1 Contractor will use all commercially reasonable efforts to pass through or assign Customer all manufacturer's warranties associated with the EVSE to the extent permitted by the terms and conditions of such warranties. Customer will ensure that its contractor installing the EVSE complies with any and all manufacturer instructions, terms and conditions associated with the EVSE.

Article 6 Limitation of Liability and Indemnification

- 6.1 To the extent permitted by applicable law, under no circumstances shall Authority be liable for indirect, incidental or consequential damages, such as loss of profits or revenue, loss of use of equipment or power systems, cost of capital, cost of purchased or replacement power or temporary equipment (including additional expenses incurred in using existing facilities) or for any other damages, arising from or relating to this Agreement.
- 6.2 To the extent permitted by law, Customer shall assume the entire responsibility and liability for and defense of, and pay and indemnify the Authority, its officers and employees, and the State of New York against any and all losses, claims, liabilities, demands, suits, judgments, expenses (including without limitation, judgments, attorneys' fees and court costs), or penalties which the Authority or the State of New York may incur arising out of or related to this Agreement or the installation, operation, or maintenance of the EVSE at the Facility.

Article 7 Notices

- 7.1. All notices to be given under this Agreement shall be in writing and mailed by

certified mail return receipt requested, or nationally recognized overnight courier, to the other party at its address set forth below:

If to Authority:
New York Power Authority
123 Main Street
White Plains, NY 10601
Attention: Mr. John Markowitz
Energy Services Product Development

If to Recipient:

Another address or addressee may be specified in a notice duly given as provided.

- 7.2. Each notice, invoice or other communication which shall be mailed, delivered or transmitted in the manner described above shall be deemed sufficiently given and received for all purposes at such time as it is delivered to the addressee (with return receipt, the delivered receipt, the affidavit of the messenger being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

Article 7 Miscellaneous

- 8.1 Publicity. The parties agree to work together to coordinate press events and press releases or other public disclosures of matters relating to this Agreement including promoting EVSE usage. The parties shall consult with each other as to form and content of press releases and other public disclosures. Each party shall have the right to require reasonable changes, provided that such changes are requested within five business days of receiving the proposed material.
- 8.2 Third Parties. No provision of this Agreement shall, directly or indirectly, create or give to any third party, including any contractor or any subcontractor, or any vendor or supplier, any claim or right of action against the Authority, or the State of New York.
- 8.3 Choice of Law; Venue. This Agreement shall be governed by and construed under New York Law without reference to its conflicts of law principles. Any action at law, suit in equity, or other judicial or other proceedings arising out of this Agreement must be brought in and maintained only in a State court located in the County of Albany, New York.
- 8.4 Assignment. Customer shall not assign this Agreement without the prior written consent of Authority. Any attempted assignment, transfer or conveyance without such consent is void.

- 8.5 Headings. The use of Article and Section headings are for the convenience of the parties and are to be given no weight or meaning when interpreting the provisions contained herein.
- 8.6 Entire Agreement. This Agreement, with its attachments contains the entire understanding of the parties concerning the subject matter hereof and may not be changed, in whole or in part, except by a writing signed by both parties.
- 8.7 Severability. Should any provision of this Agreement be deemed to be invalid or unenforceable by any Court of competent jurisdiction, such provision will be severed from this Agreement and the remainder of this Agreement will continue in full force and effect, unless such provision is a material provision of the Agreement.
- 8.8 Survival. The Articles of this Agreement Indemnification and Limitation on Liability shall remain in full force and effect after termination or expiration of this Agreement.
- 8.9 Counterparts; Electronic Signature. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by original ink signature, facsimile or other electronic signature and shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

POWER AUTHORITY OF THE
STATE OF NEW YORK

VILLAGE OF GREENPORT

By: John Canale
Title: Vice President, Strategic Supply
Management

By:
Title:

Date

Date

Attachment A

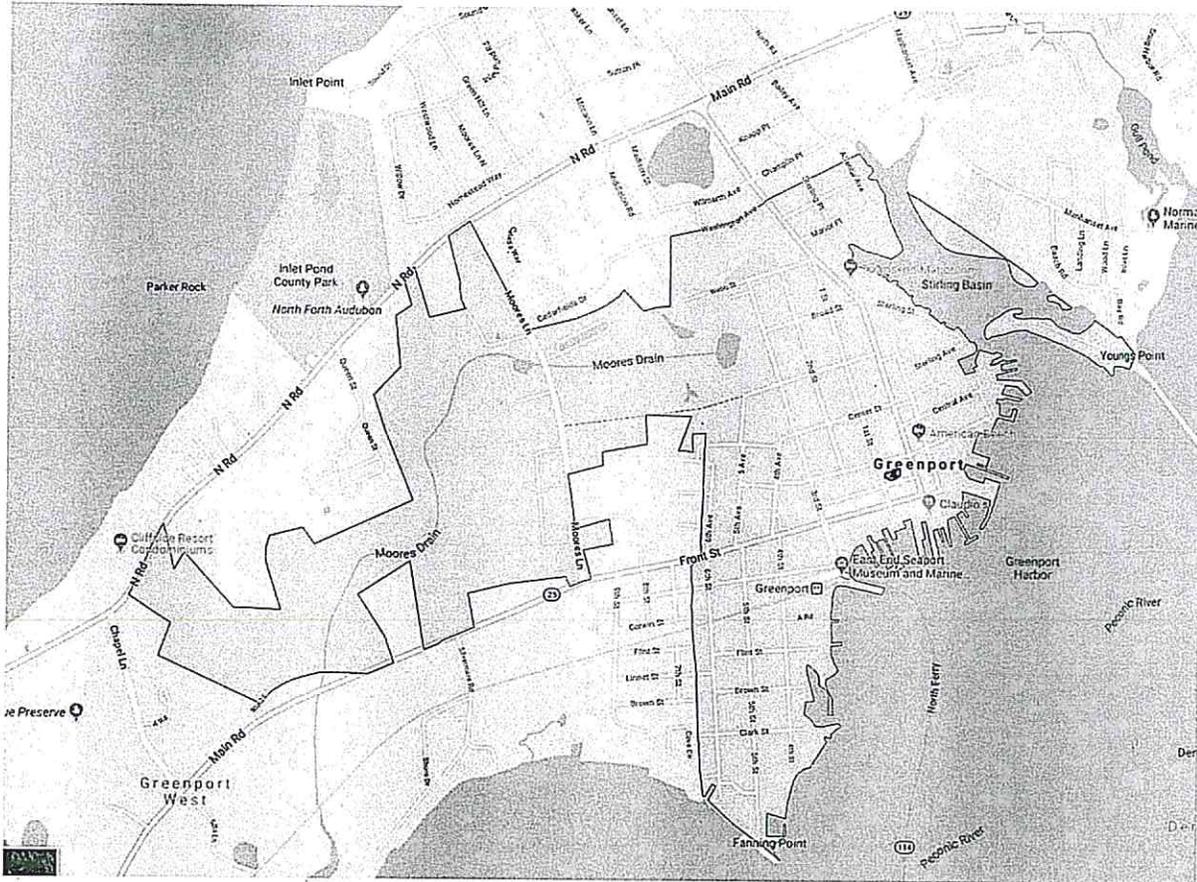
1. Location Information:
2. EVSE technical information

1. Location Information for DC Fast Charger installation under Host Site Agreement between NYPA and Village of Greenport, NY.

Site:

Municipal parking lot in downtown Greenport, NY

Address: Adams St between 1st St and Main Rd, Greenport, NY

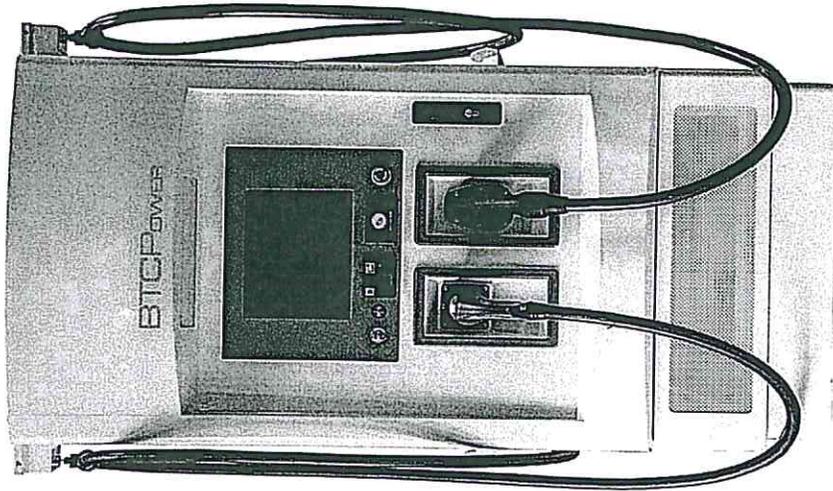




25 & 50 kW DC Fast Charger

- **Dual Port-CHADEMO & SAE J1772 CCS1:** Fast Charge all North American EVs
- **Over 600 Deployed Nationwide:** Field proven reliability
- **15" Outdoor Color Display:** Easy to read messages and screen graphics
- **Integrated Retractor w/ 18 ft. Cord:** Services 3 parking spaces, improves utilization
- **Optional 208 VAC 3P:** Compatible with commercial electrical service
- **Optional Single Port:** CHADEMO or SAE J1772 CCS1

Model	L3R-25-480-CS	L3R-25-208-CS	L3R-50-480-CS	L3R-50-208-CS	Version included in NYPA Host Site Agreement: L3R-50-208-CS
Power Rating	25kW	25kW	50kW	50kW	L3R-50-208-CS
Connector/Protocol	CHADEMO and/or SAE J1772 Combo (CCS1)				
Network Compatibility	OCPP 1.5/1.6, EVConnect, GreenLots, EVGo, Innogy, BTCP Network				
Access Control	RFID, Credit Card • 3G/4G, Cat-5 Ethernet				
Input Power VAC 3 Phase	480 VAC	208 VAC	480 VAC	208 VAC	208 VAC
Input Power AC Current	38A	87A	75A	175A	175A
Efficiency Rating	>90%				
Max Output DC Current	52A				
Max Output DC Voltage	50-500V				
Plug Out Detection	Power terminated per SAE J-1772 specifications				
Surge Protection	6000 VAC				
Ambient Condition	-20C to +50C, 95% humidity, 6000 ft altitude				
Dimensions	38"w, 73"h x 28"d	43"w, 73"h x 33"d			
Safety Compliance	ETL listed for USA and Canada: Complies with UL 2202, UL 2231 UL50E, NEC Article 625, CSA STD C22.2 No. 107.1, FCC Part 15 Class A				



BTCPOWER

WWW.BTCPPOWER.COM

1719 S Grand Ave
Santa Ana CA, 92705

**REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.**

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Salamanca Board of Public Utilities; Village of Sherburne; City of Sherrill Power & Light; Village of Solvay and Steuben Rural Electric Cooperative, Inc.

[DWG&P Billing Number: 1506]

Purpose: Represent the views and interests of participating municipal and cooperative electric systems on the New York Independent System Operator (NYISO) market participant committees.

Period Covered by Request: March 1, 2019 – February 28, 2020

Work: Organize, prepare for and participate in the regularly scheduled meetings of the Management Committee and Business Issues Committee, which are usually held monthly, as well as the public power sector meeting and joint MC/Board of Directors meeting, monitor meetings of the Liaison Committee, Operating Committee, or of any subcommittees, within the stated budget. It is recognized and agreed that participation in NYISO working groups, or litigation before the Federal Energy Regulatory Commission and other agencies and courts, is not included and would be the subject of additional specific work orders. Prepare motions and presentations as needed before the NYISO. Review documents and other materials to be discussed at the meetings. Consult with other parties and consultants on issues to be presented at the meetings. Prepare written reports on the meetings as requested.

Cost: Not to exceed \$200,000, including all travel expenses, absent written approval from participating members. Fees are billed to individual systems that approve this work order, whether listed above or not, on a ratio based on the number of customer meters, or by such other method as is acceptable to the group.

Approved By: _____

For Municipal or Cooperative System: _____

REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Salamanca Board of Public Utilities; Village of Sherburne; City of Sherrill Power & Light; Village of Solvay and Steuben Rural Electric Cooperative, Inc.

DWG&P Billing Number: 1550

Purpose: Representation at meetings and conference calls of the New York Association of Public Power ("NYAPP").

Period Covered by Request: March 1, 2019 - February 28, 2020

Scope of Work: Attend and make presentations at NYAPP member meeting and participate in monthly teleconferences of NYAPP Executive Committee.

Cost: Not to exceed System's pro rate share of \$20,000 in fees for the period, plus expenses, absent written approval from participating systems. Fees are billed to individual systems that approve this work order, whether listed above or not, on a ratio based on the number of customer meters, or by such other method as is acceptable to the group.

Approved By: _____

For Municipal or Cooperative System: _____

REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Salamanca Board of Public Utilities; Village of Sherburne; City of Sherrill Power & Light; Village of Solvay and Steuben Rural Electric Cooperative, Inc.

DWG&P Billing Number: 1574

Purpose: General representation of the New York Association of Public Power ("NYAPP") for special projects. The NYAPP Executive Committee will determine what items are to be included in this Work Order.

Period Covered by Request: March 1, 2019 - February 28, 2020.

Scope of Work: Inform and advise NYAPP members on matters of general concern that are not included within individual specific work orders

Cost: Not to exceed System's pro rata share of \$135,000 for the period, including all travel expenses, absent written approval from participating systems. Fees are billed to individual systems that approve this work order, whether listed above or not, on a ratio based on the number of customer meters, or by such other method as is acceptable to the group.

Approved By: _____

For Municipal or Cooperative System: _____

**REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.**

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Salamanca Board of Public Utilities; Village of Sherburne; City of Sherrill Power & Light; Village of Solvay and Steuben Rural Electric Cooperative, Inc.

DWG&P Billing Number: 1755

Purpose: Represent Members in proceedings to develop Public Policy Transmission Projects, including the AC Transmission Projects and the Western New York Transmission Project.

Period Covered by Request: January 1, 2019 – December 31, 2019

Work: Participate in planning process at the Public Service Commission and NYISO on planned and future Public Policy Transmission Projects in 2019. Prepare and file comments, protests and other pleadings at FERC on the AC Transmission Projects into Southeastern New York (with a capital budget of \$1.1 billion). Cost containment (a cap) will be a policy issue debated at the NYISO in 2019.

Cost: Not to exceed \$30,000, including any travel expenses. Fees are billed to individual systems that approve this work order, whether listed above or not, by such method as is acceptable to the group.

Approved By: _____

For Municipal or Cooperative System: _____

**REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.**

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Salamanca Board of Public Utilities; Village of Sherburne; City of Sherrill Power & Light; Village of Solvay and Steuben Rural Electric Cooperative, Inc.

DWG&P Billing Number: 1747

Purpose: Continue to assess the scope of the proceedings possible outcomes for Member systems in the New York Public Service Commission's Reforming the Energy Vision ("REV") proceeding, the implementation of the Clean Energy Standard ("CES"), and the negotiated expectations of compliance through a new Long-Term Agreement with the New York Power Authority.

Period Covered by Request: January 1, 2019 – December 31, 2019

Work: Organize, prepare for and participate in the work related to the PSC's on-going regulatory effort to fundamentally reform the distribution and retail supply function of utility service in New York (the REV) and advancing the Clean Energy Standard ("CES"). The REV efforts are described in 2014 State Energy Plan and the PSC Staff White Paper dated 4/28/14, related to the transformation of distribution utilities into Distribution System Platforms. The CES effort is described in the August 1, 2016 Order in Case 15-E-0302. NYAPP members are expected to work together with NYPA to implement the REV and CES under the terms of the hydro contract extension.

Review documents and other materials to be discussed at the meetings. Consult with other parties and consultants on issues to be presented at the meetings. Prepare written reports on the meetings as requested.

Cost: Not to exceed \$50,000, including any travel expenses. Fees are billed to individual systems that approve this work order, whether listed above or not, by such method as is acceptable to the group.

Approved By: _____

For Municipal or Cooperative System: _____

Sylvia Pirillo

From: Paul Pallas
Sent: Wednesday, February 13, 2019 9:25 AM
To: Sylvia Pirillo
Subject: FW: 2019 Work orders
Attachments: NYAPP Work Order 1506 - 2019 (D0360272x8DF41).doc; NYAPP Work Order 1550 - 2019 (D0360273x8DF41).doc; NYAPP 2019 Work Order 1574 (D0360274x8DF41).doc; NYAPP 2018 Work Order 1755 (D0326167-2x8DF41).doc; NYAPP 2018 Work Order 1747 (D0326166-2x8DF41).doc

From: Thomas Rudebusch <TLR@dwgp.com>
Sent: Friday, January 18, 2019 10:48 AM
To: Paul Pallas <pjpallas@greenportvillage.org>
Cc: Jeff Genzer <JCG@dwgp.com>
Subject: 2019 Work orders

Paul,

Here are the work orders for 2019. Work Orders 1506 (NYISO) and 1550 (NYAPP Meetings) remain at the same level. #1574 (Special Projects) increases by \$35,000. #1747 (REV/CES/LTA) decreases by \$50,000, and #1755 (Public Policy Transmission) decreases by \$20,000.

Thomas L. Rudebusch



DUNCAN WEINBERG GENZER PEMBROKE

1667 K Street NW | Suite 700 | Washington, DC 20006

(202) 467-6370 | tlr@dwgp.com | www.dwgp.com

PLEASE NOTE OUR NEW ADDRESS!

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