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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

June 23, 2016
7:07 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 ROBBINS - TRUSTEE

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

1
2 MAYOR HUBBARD: Call the meeting
3 to order.

4 Let's pledge to the flag.

5 (Whereupon, all stood for the
6 pledge of allegiance.)

7 (There was a moment of silence for
8 Marghretta Ehrenson and all the victims
9 in Orlando.)

10 MAYOR HUBBARD: We have several
11 announcements.

12 I just want to thank everybody who
13 attended the vigil we just had down in
14 Mitchell Park. We're starting a little
15 late just so everybody knows, but it
16 was well attended. I want to thank the
17 speakers for coming in, talking to all
18 of us and also the Village Clerk and
19 her office for putting together the
20 program, the dancers, and helping me
21 with putting the whole thing together.

22 I just want to thank them for the job
23 they did. It was very well attended, a
24 nice service.

25 Also under announcements, the 2016

1 Dances in the Park program begins at
2 7:30 p.m. on July 4th.

3 Village offices will be closed on
4 July 4, 2016 in celebration of
5 Independence Day.

6 The annual Fire Department
7 Carnival will be held from June 30,
8 2016 through July 4, 2016 with
9 fireworks scheduled for July 2, 2016
10 and July 4, 2016, they're both at 10:00
11 p.m.

12 The annual Skate Park Festival is
13 scheduled for noon through 5:00 p.m. on
14 July 24, 2016.

15 I'd like to thank Diana Van Buren
16 for her time and effort in helping to
17 beautify the Village by weeding and
18 planting at Tuthill Park and at the
19 welcome sign on the main road.

20 That's what I have under
21 announcements.

22 Before we get into the other
23 business, I want to introduce Greg
24 Morris, our new traffic enforcement

1
2 officer. He started this past weekend.
3 I think he's doing a great job. I'm
4 happy with what he has done. A little
5 later in the meeting, I do have some
6 stats on stuff when we get to the
7 public to discuss what he took care of
8 this past week, but welcome aboard, and
9 I look forward to working with you and
10 you're making a difference.

11 MR. MORRIS: Thank you so much.

12 MAYOR HUBBARD: Also in the same
13 vein, we talked about a harbor master,
14 it's in this year's budget. I have
15 secured a boat for the Village to use,
16 to be used in the marina as they need
17 for moorings and other issues. It's a
18 used boat from Port of Egypt, a 21-foot
19 Privateer, but it's actually a
20 ProSport. It was a used boat. I just
21 spoke to (inaudible) after our work
22 session, they're working on prepping
23 that. The money is coming from
24 leftover money from the Tall Ship
25 money, so it's going to be something we

1
2 can use, the Village staff can use if
3 they have to do a mooring or anything
4 else.

5 Plus we have an ad in the
6 newspaper today in the Suffolk Times
7 seeking resumes back for the position
8 of, it's not technically harbor master,
9 harbor patrol, whatever term we want to
10 use with it. They're going to be
11 opened up on June 30th, and we hope to
12 hire somebody from that list right away
13 and to have a boat out on the harbor
14 for Fourth of July Weekend. That is
15 the intention, that's where we're
16 moving forward from. That all
17 developed since the work session, so
18 positive move on that also. Hopefully
19 the water will be safer if we have
20 somebody out there.

21 We just got to get some more
22 shirts. I love the shirt. Official
23 uniform for us.

24 That's what I had under
25 announcements.

Liquor license applications.

We have a new application received from Aldo's for liquor, wine, beer and cider and recorded music. Anybody wants to comment on that, they can. The actual application is at Village Hall, you can comment to the State Liquor Authority.

We also have a new application received from Crazy Beans for liquor, wine, beer and cider. Same thing with that one, you can comment to the State Liquor Authority, the application is at Village Hall if you want to review it.

Continued public hearing. I was not here last month. They kept open the public hearing, proposed local law regarding making Wiggins Street a two-way street.

Just my comments from the meeting, I know the working committee had a meeting today, but I did not have time to get to that along with what we had going on at that vigil and everything

1
2 else. Ron Nelson is here, if you want,
3 we can ask him comments on it.

4 Reviewing the tape and everything
5 we had from last month, it's going to
6 take a while before we get something
7 going, and get this actually, the whole
8 situation panned out. We'll take Ron's
9 comments, but I think instead of having
10 a public hearing to keep it open, what
11 I'd like to do is just make a
12 recommendation that while the committee
13 is working on trying to come up with a
14 solution that will be a long-term
15 solution, I think it would help in the
16 short term, we don't have to worry
17 about it until Labor Day but to make
18 the south side of Wiggins Street, to
19 keep the no-parking ban there year
20 round instead of just from Memorial Day
21 to Labor Day because when the cars are
22 parked there, it makes it hard for
23 people to get around. It's a
24 short-term solution waiting for the
25 committee and the people to get

1
2 together and work on a long-term
3 solution by using the MTA property or
4 whatever else comes up with that, but I
5 think in the short term, we don't want
6 to get to Labor Day and have cars
7 parked there again and just create
8 another traffic nightmare.

9 That's just a suggestion I had
10 from reviewing what we had, but it's
11 gonna take a little while to get
12 everything done.

13 Was there something you want to
14 add from the meeting today, Ron? Would
15 you like to come up and address us and
16 tell us what you had?

17 TRUSTEE ROBERTS: While Ron is
18 walking, can I ask a question?

19 Are you planning to schedule a
20 public hearing to revise the code to
21 make that change?

22 MAYOR HUBBARD: Yes.

23 TRUSTEE ROBERTS: Okay.

24 MAYOR HUBBARD: At this point,
25 we're not going to, I don't think we're

1 going to go forward and make it a
2 two-way street, so would have to change
3 what we're going to propose, we'll do
4 that in July, schedule a public hearing
5 in July so we can vote on it in August
6 and we'll have it voted on before the
7 road goes back to parking on the south
8 side of the street for Labor Day.

9
10 TRUSTEE ROBERTS: Thank you.

11 AUDIENCE MEMBER: Can you repeat
12 that again because I didn't understand
13 what you were saying? What you just
14 said to Doug.

15 MAYOR HUBBARD: She couldn't hear
16 what you asked.

17 AUDIENCE MEMBER: What you said
18 and what he said.

19 TRUSTEE ROBERTS: I asked if we
20 were going to revise the code. To
21 change parking, we have to revise the
22 code, so I asked if we were going
23 through the formal process of
24 scheduling a public hearing and then
25 vote on the law before Labor Day. The

1
2 mayor basically said yes.

3 AUDIENCE MEMBER: Okay.

4 MAYOR HUBBARD: The public hearing
5 that we have open right now is on
6 making it a two-way street. If we
7 modify the proposal and we go to change
8 that, then we have to reschedule public
9 hearing and change what we're going to
10 do to the code.

11 Ron, do you want to fill us in on
12 what happened at the meeting today?

13 MR. NELSON: Okay.

14 The group representing
15 stakeholders from the Railroad Museum
16 of Long Island and the Seaport Museum,
17 Wiggins Street and the North Ferry
18 Company gathered at the Railroad Museum
19 and met. George could not make the
20 meeting because of the vigil.

21 One of the early decisions we made
22 was we each need to have alternates, so
23 we're going to look for alternates from
24 each of the stakeholders, that's just
25 an organizing principle, probably seems

1
2 like a good idea because we do have
3 other lives and other conflicts, so it
4 was a thought that was important.

5 We decided we would call ourselves
6 the Greenport District Transportation
7 District Committee, that we would be a
8 group that is sort of a sitting group
9 that's representing the stakeholders
10 without an end date, so the thought was
11 that it's a community group that
12 represents that 4.8 acres that will
13 just be there to mind the shop, if you
14 will, and that, I don't know if we need
15 to have a resolution perhaps to make
16 that officially part of the Greenport
17 set of committees but it's something we
18 could discuss. We would like to be
19 sort of ongoing, not just focused on
20 simply this initial problem that
21 brought us together.

22 As regards to the issue at hand,
23 it's clear that there are some
24 short-term things we can do, and
25 there's the long-term.

1
2 it and we'll schedule another public
3 hearing.

4 At this point we'll have the
5 public address the Board.

6 Does anyone from the public want
7 to address the Board?

8 TRUSTEE ROBERTS: Do you mean
9 Chapter 65?

10 MAYOR HUBBARD: What's that?

11 TRUSTEE ROBERTS: The Chapter 65
12 public hearing?

13 MAYOR HUBBARD: Oh, I'm sorry.

14 I saw the continued public
15 hearing, I forgot. My mistake.

16 We have a public hearing on
17 proposed local law amending Chapter 65,
18 Fire Prevention and Building
19 Construction. The public hearing was
20 noticed.

21 At this point, I'll open up the
22 public hearing for anybody who wants to
23 speak about it.

24 MR. SWISKEY: William Swiskey, 184
25 Fifth Street.

1
2 I didn't have time to go through
3 it, but I looked at the plan, and
4 basically it's changing a lot
5 provisions of our code, like you don't
6 need a permit for a fence, a few other
7 things like that.

8 Has the Village attorney gone over
9 it and highlighted how this is going to
10 be different from each individual piece
11 of our code it affects?

12 MAYOR HUBBARD: We are working on
13 the process of it now.

14 MR. SWISKEY: Because it would be,
15 you know, good to let the public know
16 how we -- in other words, if we pass
17 this then I don't need a permit for a
18 fence, currently I need a permit to put
19 up a fence in the Village.

20 That was one thing that caught my
21 eye when I picked it up at the work
22 session and read it.

23 MAYOR HUBBARD: Okay.

24 MR. SWISKEY: There was probably
25 others in there, but, you know, I

1
2 didn't have time to go through it.

3 I think before we go too far on
4 it, we should have the Village attorney
5 go through it word by word, paragraph
6 by paragraph and compare it to our
7 present code and then come up with a
8 list that you present to the public,
9 this is gonna change, this is no longer
10 necessary. It could have quite an
11 effect, you know, you could wind up
12 with lawsuits, and I wouldn't like
13 that.

14 So that would be my advice before
15 you proceed on it. Thank you.

16 MAYOR HUBBARD: Thank you.

17 Anybody else wish to address
18 Chapter 65?

19 (No response.)

20 MAYOR HUBBARD: Okay. I'd like to
21 offer a motion that we continue the
22 public hearing instead of closing it,
23 let's get comments, let's get some
24 additional paperwork to the Board and
25 to the public on it.

1 TRUSTEE PHILLIPS: Second.

2
3 ATTORNEY PROKOP: Before we close
4 out, I'd like to say that there are --
5 the question regarding there are --
6 this law has to do with building
7 permits. There are some things that
8 require permits, it was not intended to
9 eliminate other types of permits. We
10 did receive a request for basically a
11 comparison of this law and the existing
12 code in this law and also the model
13 State code that's suggested by the
14 Department of State which is what this
15 was intended to model, and I will
16 compare those for the Board, I will
17 provide a table of comparison for the
18 Board and public, but it was not
19 intended to eliminate other permits
20 that are currently required.

21 MAYOR HUBBARD: Thank you.

22 CLERK PIRILLO: Mr. Mayor, going
23 back to Wiggins Street, the public
24 hearing, the Village Administrator and
25 I were wondering if you wanted a motion

1
2 this evening to schedule a hearing for
3 July or --

4 MAYOR HUBBARD: We should schedule
5 the public -- we can add that to the
6 tail end of the agenda tonight.

7 CLERK PIRILLO: Thank you.

8 MAYOR HUBBARD: Any other
9 discussion on the public hearing on the
10 Chapter 65?

11 (No response.)

12 MAYOR HUBBARD: We had the motion
13 to second.

14 All in favor?

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE ROBERTS: Aye.

17 TRUSTEE ROBBINS: Aye.

18 MAYOR HUBBARD: Aye.

19 Opposed?

20 (No response.)

21 MAYOR HUBBARD: Motion carried.

22 The public hearing is held open
23 and we'll get some more information out
24 to everyone.

25 Now, public to address the Board.

1
2
3 MS. GORDON: Linda Gordon, 218
4 Fifth Street.

5 I want to speak about chronic
6 overcrowding in an apartment building,
7 a two-family house next to me. I have
8 contacted -- they have 11 people
9 upstairs. They have six people
10 downstairs, and during the day, they
11 have seven children that the people
12 drive and drop off.

13 I have talked to the landlord, and
14 he said that New York State says they
15 can have as many people as they want;
16 and he doesn't think that any of that
17 was excessive.

18 There is a lot of noise. There is
19 three buses that come there for school,
20 school buses. One of them comes --
21 there's a Montauk bus, so one of the
22 children that is dropped off to be
23 taken care of goes on a bus and comes
24 back. So there's about 30 trips,
25 automobile trips that go past my house

1
2 for dropping off, picking up.

3 I was looking at the -- there is
4 an overcrowding, it's called Property
5 Maintenance Code of New York State, and
6 they said that it's a guide for
7 different for municipalities, and every
8 bedroom occupied by one person shall
9 contain 70 square feet, and if occupied
10 by more than one person, shall contain
11 50 square feet per occupant. Well,
12 there is 11 people up there, upstairs
13 alone. There is four males, two
14 females. There is a child,
15 ten-year-old boy, five-year-old girl,
16 ten-year-old girl, and twelve-year-old
17 boy all living in one apartment.

18 I have called the Child Services
19 and they have been there, and they, the
20 last time they were there was a couple
21 of weeks ago and the only thing they
22 can tell me is that my claim was
23 substantiated, but I have to go to -- I
24 spoke to the gentleman in the Freedom
25 of Information that I have to get the

1
2 report from, which she is going to be
3 compiling and sending to me because I
4 can't get anything else, so I don't
5 know where to go from there.

6 They also have things like air
7 conditioners over top of propane tanks
8 which they were told is not a good
9 thing last year by the propane company.

10 Lot of noise, lot of traffic, lot
11 of people. I'd like to see five people
12 upstairs because the code was written
13 five people who know each other, this
14 is eleven.

15 And there also was the transient
16 code, I don't know exactly, but that
17 had to do with, everybody was talking
18 about vacationers and how they didn't
19 want that. Well, now they're using
20 this transient code for upstairs,
21 people come and go as they please, it
22 changes constantly; and the landlord
23 has given, I guess, the lease to the
24 whole building to the gentleman who
25 lives downstairs, and he designates who

1
2 comes and goes and lives there so
3 they're collecting money from all those
4 people, they are collecting money from
5 the children that come during the day.

6 You know, I just would like to see
7 if there is something that with the
8 five-person code, if you could maybe
9 revisit it, and see how can they take
10 care of more children. I mean, we're
11 going from a couple months to four
12 years and there is a lot of kids over
13 there; and they have two of their own
14 plus a cousin that lives there on top
15 of that.

16 So I don't know where to go now.
17 I don't know. I've been to the Code,
18 Village Code, the Building Department,
19 been to Child Services, and everybody
20 says yes, yes, yes, that that's the
21 case, that's what's going on, nada.

22 MAYOR HUBBARD: Okay. You said
23 Child Protective Services is going to
24 send you an affidavit of what they
25 found?

1 MS. GORDON: Yes, they said it's
2 going to take -- it could take up to
3 four months and, you know, a lot of
4 money; but I already filed for it
5 because the only thing they could tell
6 me is that my claim was substantiated.
7 They arrived there early in the
8 morning, 7 o'clock in the morning while
9 all the cars came in and dropped all
10 the kids off; but the thing -- the
11 problem is there is a manipulation of
12 how do you, you know, manipulation of,
13 that they are all related to so this is
14 what they're all related, so, you know,
15 this is what they're using so that they
16 supposedly, so then the landlord says,
17 yeah, it's okay, they can have as many
18 people as they want, and I thought that
19 there was a limit. I mean, in this,
20 with the New York State guideline, New
21 York says that -- it says overcrowding
22 should be avoided because disease
23 spreads more easily, privacy is lost,
24 mental health is affected and buildings

1
2 are subjected to more abuse and wear,
3 so that's part of their criteria and it
4 sounds reasonable; and I asked the
5 landlord, I said, I think you can just
6 be reasonable, just have five people
7 upstairs and five people downstairs,
8 but he said that New York State says he
9 can have as many people as he wants to,
10 so.

11 MAYOR HUBBARD: Please forward the
12 address and the Village Administrator,
13 and we will discuss this and we will
14 talk about what we possibly can do
15 about it.

16 MS. GORDON: Terrific. Thank you
17 very much.

18 MR. TASKER: Good evening. Arthur
19 Tasker, 17 Beach Street in Greenport.

20 I hadn't intended to speak to this
21 point with the lady who just spoke. I
22 think it's atrocious that it's a
23 situation where an individual citizen
24 has got to carry out an investigation
25 to the extent that she has; and it's

1
2 never hit the Village's radar. What's
3 going on? I really have to ask that
4 question. Who is in charge here?
5 Who's looking into this? You should
6 all be badly embarrassed.

7 Let me get to the point that I
8 wanted to speak to. I need to address
9 a question to Trustee Roberts first and
10 let me make my remarks.

11 Did the work with respect to
12 getting the sewer proposal grant
13 underway occur?

14 TRUSTEE ROBERTS: As I understand
15 it, we are in the process of crafting a
16 letter to Senator LaValle.

17 Somebody correct me if I'm wrong.

18 MAYOR HUBBARD: Correct.

19 TRUSTEE ROBERTS: We're at the
20 process of, or have already submitted
21 the parity project to Economic
22 Development for the CFA; we submitted
23 that already.

24 MAYOR HUBBARD: I don't know if
25 it's submitted --

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MR. PALLAS: We're in the process.

It's not as simple as they made it sound.

TRUSTEE ROBERTS: Okay.

MR. TASKER: Well, I suggest if it's not that simple as it looked than maybe we put some heavy-duty work on it because there is a time lapse or a timeframe with respect to making these applications, and if we blow it, the Village has lost a big opportunity to provide sewer service to a part of the Village that has never had it despite being part of the Village.

It looks like things are underway, but I will be very disappointed, and you will hear more from me, you can be sure, if this doesn't occur as was promised because, as I said last week, this thing, it looks like there is some foot dragging going on here. I can't figure out who and why. I don't think it's the Board members. I'm not sure where it is, but I just have this real

1
2 deep feeling of sensation that there's
3 foot dragging on getting this done.

4 You spent more than \$30,000 for
5 the engineering survey in 2013, it took
6 you two-and-a-half years to jack up the
7 contract and finally provide the
8 report, and you haven't done -- and you
9 know, just now, somebody started to
10 open the report and look at it.

11 There was a suggestion made that,
12 well, it isn't shovel ready because
13 there aren't plans and all that, well,
14 that's bologna because there are plans
15 in the report that you already paid
16 \$35,000 [sic] for, so that is no excuse
17 for not making the application and even
18 if it were, some sketches on the back
19 of an envelope should suffice to get
20 the application in on time, and if they
21 say your application is not sufficient,
22 doctor it up, make it right; but please
23 don't drop this ball.

24 I had occasion to talk with Mike
25 Dicerbo (phonetic) who has got a much

1
2 bigger ax to grind, a much bigger
3 interest in this sewer situation
4 perhaps than any individual on Sandy
5 Beach does and that is, as it turns
6 out, parts of his property are in the
7 Village of Greenport, including most
8 notoriously the biggest restaurant by
9 number of seats, the biggest restaurant
10 in the Village of Greenport is in the
11 Stirling Harbor Marina and it is on a
12 narrow sandbar, just like Sandy Beach,
13 and on that narrow sandbar is the
14 biggest restaurant in the Village of
15 Greenport that is operated by a
16 cesspool, and that's it.

17 Mike told me that he had offered
18 to pay, not a hookup fee, the capital
19 cost, part of the capital cost of
20 running the sewer line up Manhasset
21 Avenue to get to there, and all he has
22 ever gotten is a blank look out of the
23 thing.

24 As I suggested last week, when
25 it's time to negotiate the hook-up fee

1
2 for Mike and his properties, we put
3 Trustee Roberts and Mr. Swiskey on that
4 one, and the Village will do fine on
5 it. Let's get going on this.

6 The second thing that I want to
7 talk about, this other topic I'm going
8 to talk about, and I'm gonna harp on it
9 every single time at every single
10 meeting that I'm present. There needs
11 to be a comprehensive look at that
12 pay-to-occupy ordinance of the Village;
13 and by pay to occupy, I mean the rental
14 law, the B&B law, the multifamily law,
15 et cetera, et cetera, et cetera.

16 You're playing whack-a-mole every time
17 you start diddling with one or the
18 other. The inconsistencies between
19 each of those various provisions of the
20 code are overwhelming and it's no
21 wonder that anybody can find the
22 loophole they want or think they can
23 get or make a big enough noise and
24 argument about it and then say, oh,
25 well, I guess we can't do anything

1
2 about it because they found this tweak
3 in the code somewhere that they're
4 taking advantage of.

5 You got rid of the Code Committee,
6 they were doing a pretty good job on
7 some of this stuff, and you got rid of
8 the Code Committee. Who is taking the
9 comprehensive view and, you know, just
10 as it did last week and just as it did
11 in November when I first made my
12 suggestion that you make a
13 comprehensive look, I'm sitting here
14 and I'm getting blank looks. Please do
15 something.

16 MAYOR HUBBARD: Okay. Ms. Horton.

17 MS. HORTON: Hi.

18 MAYOR HUBBARD: Hi.

19 MS. HORTON: My name is Gail
20 Horton, and I'm from 190 Sterling
21 Street, and Mary Bess, you have to have
22 a big smile for this because I think
23 you're the trustee that suffered the
24 longest with this.

25 TRUSTEE PHILLIPS: Gail, thank you

1
2 very much.

3 MS. HORTON: I just want to show
4 you that we have the first completed
5 rounding board for the Village of
6 Greenport Carousel in Mitchell Park.
7 It's done by Keith Mantell of
8 Riverhead, and he'll be doing three
9 more. Next he is doing an old circus
10 parade with the light plant in the
11 background down Morris Lane, and these
12 will be photographed, the photographer
13 is getting approved tonight and then
14 they will be digitized and put up by Ad
15 Advantage who is Bill, and so if
16 anything happens to them, you can just
17 put them up, it won't go through
18 another thing.

19 This one is, I always forget the
20 name, the British School of Keewatin
21 (phonetic), and it's right off of the
22 beaches in Greenport, set in the sound
23 and you see the Rocky Point lifesaving
24 in a lifesaving boat rescuing, and they
25 rescued the four people off of it using

1
2 the breeches buoy which is over here,
3 so all our designs will be from
4 Greenport and there is an Orient Point
5 one and a few down the road, but mostly
6 Greenport important events in our
7 history from 1855 to 1955.

8 We have seen the drawings of three
9 artists, three more rounding boards and
10 they're really terrific. Sylvia has
11 been a great help, and the lawyer too,
12 trying to keep us on the straight and
13 narrow and I want to thank you all.
14 It's been tough as some people know,
15 but it's coming along now, and we're
16 very pleased. Julia is our person.

17 TRUSTEE ROBBINS: Liaison.

18 MS. HORTON: Liaison, yes, so
19 thank you.

20 MAYOR HUBBARD: Thank you for the
21 work you're doing on that. It's very
22 good to see something come of that,
23 we've been talking about it for a
24 couple years, it's nice to see some of
25 the finished product.

1
2 MS. HORTON: Yes, thank you. I
3 feel that way too.

4 MAYOR HUBBARD: Anyone else want
5 to address the Board on any topic?

6 MR. NELSON: Ron Nelson, 310
7 Wiggins Street.

8 This is just very short. I think
9 it was a couple of months ago when the
10 two-way traffic on Wiggins Street came
11 up, there was also an issue about a
12 stop sign on Third. You support the
13 stop sign on Third, I think it's
14 already in the code, go ahead and put
15 the stop sign up. I think it's a smart
16 move.

17 Thank you.

18 MAYOR HUBBARD: Thank you.

19 MR. SWISKEY: William Swiskey, 184
20 Fifth Street.

21 There is a problem on Fifth Street
22 with a couple of houses, yeah, I can
23 tell you that. I don't know if there
24 has been complaints, but I know other
25 people that complain and the Building

1 Department doesn't seem to want to
2 respond, so let's be blunt about that.

3 One thing I noticed, there is, and
4 it makes me wonder, is the school bus
5 pulls up, kids get off the school bus,
6 the mother is there to get them, and
7 then they get in the car and go. Do
8 they even live in this school district,
9 are they -- there's something -- are
10 they phantom students that live outside
11 the district and they're going to
12 Greenport? I understand it's not a
13 Board thing, but we do have a problem;
14 and it's growing, and to pretend it
15 doesn't exist is just ludicrous. It's
16 time to tell the Building Department to
17 get off their butts and do something
18 and if they don't then replace them
19 because we don't owe every illegal
20 housing, like it or not. You know,
21 what I mean? It's -- we've paid our
22 dues and, you know what, we owe certain
23 people certain things, but that we
24 don't owe.
25

1
2 But anyway, to get back to another
3 issue Arthur addressed. Now we have
4 this thing about the code, we have
5 things for two front yards, you know,
6 one may be a side yard, one the real
7 front yard, but the Village Board was
8 going to do something about it.

9 Is there any progress, has anybody
10 come up with a solution to that?

11 MAYOR HUBBARD: No, we have not.

12 MR. SWISKEY: Well, can we direct
13 the Village attorney maybe or to get
14 together with perhaps a couple of
15 trustees and come up with a solution
16 because it is hard on the people that
17 have that situation that they can't put
18 up a larger fence to have privacy in
19 their backyard. In most of the places,
20 the fences are up, they don't distract
21 traffic or anything. They're not
22 intrusive, but we have that code that
23 says you can't have it, so we need to
24 modify that code, and it's been, this
25 has been talked about for months now, I

1
2 think it's time, like Arthur said, we
3 have to start taking issue. It's like
4 Jack says with the sandwich signs, if
5 we don't enforce that code, let's get
6 rid of it, but let's do something
7 instead of pretending it doesn't
8 happen.

9 And as far as the sewer, you know
10 what I would do if I was the Village
11 Board or the Administrator, I'd call up
12 whoever my sewer engineer is, my
13 friendly sewer engineer, have him come
14 down for a day, give me an estimate of
15 how much it would cost just to sewer
16 that one part of Sandy Beach, Beach
17 Road and do a directional boring under
18 the creek to Sterling Street, you might
19 find out it won't cost that much and if
20 the price is within the parameter that
21 the Village could manage with it's
22 existing funds, you might want to have
23 them draw up plans to do it and forget
24 the rest of it because to hang the rest
25 of it on there, it's like forever, but

1 we only owe the people in the Village.
2 The Town is not gonna pass the CPF
3 legislation where we can get the funds.
4 It doesn't look like they're gonna do
5 it this year, they probably won't do it
6 next year, so let's spend a few grand,
7 maybe a couple thousand dollars or less
8 probably, depending on who your
9 engineer is and how friendly you are
10 with them because usually they would
11 come out for the day, and they wouldn't
12 even charge. They say, well, you can
13 do this and this is our estimate and if
14 you thought it looked right, then you
15 would come up with a formal plan, but
16 we should do something there.

17
18 And the PSE&G power cable coming
19 ashore on Fifth Street, is that going
20 to be buried?

21 MAYOR HUBBARD: Yes, it will be
22 buried.

23 MR. SWISKEY: It's gonna be
24 buried. You gonna do directional
25 boring or are they gonna dig the

1
2 street? I mean because these are
3 issues before you --

4 MAYOR HUBBARD: They're going to
5 dig the street.

6 MR. SWISKEY: They're gonna dig
7 the street because we have a lot of
8 utilities on that street. In other
9 words, it's gonna tie up the street for
10 a long time, so -- and they're going
11 straight up Fifth Street to Front
12 Street? So there will be manholes on
13 this installed, there has to be, cable
14 can't --

15 MR. PALLAS: I assume so, Bill. I
16 haven't seen any --

17 MR. SWISKEY: No.

18 MR. PALLAS: -- Front Street
19 that --

20 MR. SWISKEY: No. I think before
21 the Village Board signs, agrees to sign
22 any agreement, the residents of the
23 area should at least get to see the
24 planning and comment on it.

25 If they're gonna pay us a fair

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2 rent, I ain't got nothing against it,
3 but if you're gonna dig up my total
4 street, I want the total street
5 repaved.

6 Now, they can repave the street
7 for 70 or \$80,000, but when you do
8 that, you should also make a provision
9 that if there's older water services
10 there or something that the Village or
11 PSE&G replaces them, so you don't have
12 to dig up the street for a water leak
13 next year or two.

14 There are considerations here that
15 should be taken into because they need
16 to put this cable in, they're not
17 kidding anybody, you know, they need a
18 69,000-volt line to Shelter Island and
19 it's coming through the Village, so
20 let's squeeze as much out of them as we
21 can because they will pay for it
22 because they want to get the power to
23 the south side.

24 Shelter Island was simple thirteen
25 two cable, but this is gonna be a

1
2 high-voltage transmission cable, I'd
3 stake my life on it.

4 Anyway, I would appreciate the
5 public having a chance looking at it.

6 And is the CAC gonna be in on this
7 plan since they are coming up through
8 the waterfront, I mean is --

9 MAYOR HUBBARD: I didn't look at
10 that part. I'm sure they're going to
11 have to get permission to do everything
12 that they're going to --

13 MR. SWISKEY: Oh, yeah, they have
14 to get permission --

15 MAYOR HUBBARD: Permits.

16 MR. SWISKEY: -- from the -- are
17 we gonna involve our CAC or our
18 agencies or not?

19 MAYOR HUBBARD: We haven't gotten
20 that far into it, Bill, so I don't
21 know.

22 MR. SWISKEY: Because the way they
23 were talking at the meeting, this thing
24 could start in the fall, at least that
25 was the impression I got, an agreement

1
2 was close.

3 MAYOR HUBBARD: We are trying to
4 finalize negotiations now, but they're
5 going to have to get permits for
6 everything that they're doing, so if
7 it's required to have them go through
8 our CAC to get a wetlands permit, then
9 they'll have to do that.

10 Normally we require they have the
11 Army Corps and the DEC done first
12 before we get involved in it.

13 MR. SWISKEY: Yeah. I was just,
14 you know, because like I say, it's a
15 good thing, and I got nothing against
16 it, I just, if you're gonna dig up
17 Fifth Street, I want something out of
18 it.

19 MAYOR HUBBARD: We all do.

20 MR. SWISKEY: Jack would like
21 something too; wouldn't you like it,
22 Jack?

23 TRUSTEE MARTILOTTA: Absolutely.

24 MR. SWISKEY: Anyway, I got one
25 more thing I want to ask about.

1
2 How are we proceeding on the
3 litigation at the power plant? Have we
4 filed in court, are we still in
5 negotiations with other party? That's
6 not a comment, Joe. Have we filed with
7 the court yet?

8 ATTORNEY PROKOP: Yes.

9 That was many months ago. The
10 meeting that I confirmed the index
11 number for you, we had filed about a
12 month or two before that, so whatever
13 meeting that was, that's the time we
14 filed.

15 MR. SWISKEY: All right.

16 Because I was just curious because
17 I didn't want that to go away either
18 because that's been years and years and
19 years and it's just, you know, it's --
20 oh, and one more thing, on the cooling
21 towers, did we reject the bids?

22 MR. PALLAS: I haven't gotten all
23 the detail yet, it's still under
24 review.

25 MR. SWISKEY: Because one was

1
2 usually higher than the other, and
3 that's usually a sign somebody either
4 forgot something, left something out.

5 But anyway, I would just, to get
6 back to the sewer, okay, just before
7 parting, why don't we just ask one of
8 our, you know, you're friends with a
9 lot of these engineers, ask them to
10 come out for a day, pay them the 800
11 for the day, let him walk the road to
12 Sandy Beach and get an idea and if he
13 says, yeah, this is feasible and you
14 think he can do within -- then you go
15 out and a formal engineering studies
16 because the thing might come in, you
17 know, could come in 200,000, could come
18 in 300,000, you know, we don't know.
19 If it comes in 2 or 300,000, we can
20 fund that ourselves and take care of
21 our people.

22 Thank you.

23 MS. ALLEN: Chatty Allen, Fifth
24 Avenue.

25 First off, I know the mayor

1
2 realizes this, on July 16th, it will be
3 our third GHS All-Class Reunion. I
4 know not all of you on the Board and
5 the Village administration are alumni,
6 but as a committee member, I'm
7 extending an invitation, please come.

8 To dovetail on what Bill said
9 about fences, especially on corner
10 lots, I would like to see something put
11 in about hedges. When you are trying
12 to turn and there is no height limit
13 for a hedge on a corner, and I'm
14 talking the immediate corner, I'm not
15 talking further back, your sight lines
16 can get really skewed. If you're going
17 back with the fences, I would strongly
18 suggest putting hedges in there, or
19 wording it nothing a certain amount on
20 a corner, the literal corner can be
21 over the four-foot height line.

22 I mean there is times I'm in a
23 bus, so I'm like double the height of a
24 car. And I have hard time. It's not
25 so much in the Village on my route, but

1
2 there are other places in the Village,
3 it's more Southold Town, the next one
4 I'm going to, even at my height, it's
5 hard to be able to see in certain
6 directions. Main Street is a perfect
7 example, just drive down there and
8 you'll see all the hedges, how high
9 they are.

10 When you go through the fences, I
11 would really appreciate if you would
12 take a look and consider making
13 anything in a front yard on a corner no
14 more than four feet.

15 The last thing is making the south
16 side on Wiggins Street year round for
17 right now. I applaud you for wanting
18 to do that, I would just ask to extend
19 it at least to Fifth Street.

20 MAYOR HUBBARD: Per code, it does.

21 MS. ALLEN: Okay.

22 MAYOR HUBBARD: Wiggins Street
23 between Fourth and Fifth is supposed to
24 be no parking also. There is only one
25 sign on that block. Per code, it goes

1
2 all the way up to Fifth Street, more
3 signage is needed there.

4 MS. ALLEN: Right, but what I'm
5 saying is if you are going to include
6 the year round for now to please do at
7 least 'til Fifth. I mean, you know, in
8 the mornings, it does a lot of times go
9 all the way to Sixth, there's nothing
10 between Fifth and Sixth, but if the
11 public hearing you have it no parking
12 on the south side, you know, because
13 that corner house on Fifth and Wiggins
14 lately there's been a lot of cars
15 there, and it's a tight turn to begin
16 with coming up Fifth to turn onto
17 Wiggins, and when there's cars there
18 and the ferry line, so a lot of times,
19 my high school run, I come up to Front
20 because I said I'm not even gonna deal
21 with this, it can be very dangerous.
22 My personal feeling is, I would like to
23 see no parking all the way to Sixth
24 Street, but if it's at least 'til
25 Fifth, I think that will help somewhat.

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Thank you.

MAYOR HUBBARD: Thank you.

Mr. Saladino.

MR. SALADINO: John Saladino,
Sixth Street.

The first thing I want to say is
if Swiskey's getting a check, I want a
check. If you're going to pay Swiskey,
I want to get paid too.

Is there going to be an executive
session tonight?

MAYOR HUBBARD: No.

MR. SALADINO: Are there any
walk-off agenda items?

MAYOR HUBBARD: Just the one to
schedule the public hearing that we
just talked about earlier.

MR. SALADINO: I have two
questions about the agenda.

One is for Resolution 26. Well, I
have some comments about that, so I'll
ask you about 30 first, that's a quick
question.

Are you going to hire a clerk

1
2 typist, is that a clerk of the Board,
3 is that going to be the clerk for the
4 clerk --

5 MAYOR HUBBARD: Clerk of the
6 Boards, yes. That's the name of the
7 title, that's going to be the clerk
8 that's going to be with Planning,
9 Zoning and, yes.

10 MR. SALADINO: Thank you for the
11 harbor master, by the way.

12 I had a colloquy with Trustee
13 Roberts about -- I wasn't at the work
14 session last week, but I read his
15 report, and then watched the video; and
16 he and I had spoken before about
17 certain parts of his report. There's a
18 couple of comments I would kind of like
19 to make. One about short-term rentals,
20 the trustee considers noise and
21 partying a non-issue, we have somebody
22 to enforce that. His contention was
23 that year-round homeowners have noisy
24 tenants and trash bins overflowing and
25 the difference is that that could be

1
2 addressed on a personal level with your
3 next-door neighbor, and if it's a
4 short-term rental, it's a one-off
5 discussion. It's like you have it, and
6 then the next week you have it again,
7 and the next you have it again, and the
8 next week, whoever is enforcing, the
9 code enforcement officer, whoever goes
10 to address that problem. So if it is
11 the type of place that is going to
12 cater to whoever is going to make that
13 kind of noise or whatever landlord
14 tolerates that kind of behavior, it's
15 not like having a neighbor next door
16 where I can go next door to you and
17 say, George, come on, really, and we
18 would settle it as neighbors, so I mean
19 we should think about that too. We
20 have visitors all year, all summer.

21 The trustee mentioned that we
22 shouldn't write policy because people
23 like to visit here, that's certainly
24 true, but it's not unreasonable for the
25 Board to set some kind of standard for

1
2 civil behavior.

3 The people that visit don't know
4 the rules, you know, they know what
5 might be appropriate where they live,
6 they don't know what is appropriate for
7 here, for the here and for the now.
8 I'm not saying they would intentionally
9 ignore it, but, you know, sometimes you
10 just don't know what the deal is; and
11 when it's brought to their attention,
12 it's too late, now they're gone. Now
13 you got to deal with the next person
14 that comes into that house.

15 You know, again, I heard that it's
16 not relevant to discussion and can be
17 addressed by other means, you just
18 heard two or three other speakers
19 address the lack of code enforcement.
20 I don't know the paradigm that goes on
21 here. I honestly don't know, all I
22 know is the quality of life in
23 Greenport sometimes suffers because of
24 the dynamic that's there, whatever that
25 is, whether it's personality, whether

1
2 it's one, two, three, four disgruntled
3 employees, personal agendas, I honestly
4 don't know, all I know is that a lot of
5 times, the quality of life for myself
6 and my fellow residents suffers because
7 somebody has a different opinion about
8 what is right. I think that should
9 stop.

10 On that note, normally I say these
11 things to the individuals in private,
12 you know, I don't think it should be
13 aired here, you know, you go to Village
14 Hall and talk to an individual in
15 private and tell them your feelings and
16 hopefully the problem is resolved. I
17 read the work session reports, I read
18 the code enforcement officer's report,
19 the former code enforcement officer,
20 previous code enforcement officer and a
21 property on Front Street that I was
22 interested in, I saw that he had
23 written a violation. To me it's a
24 hazard, to me it's arrogance that he
25 doesn't comply with what he was ordered

1
2 to do, and I asked about it and a
3 noticed violation was written and he
4 had up until the, the violator had up
5 until the 20th to respond, and it was
6 after the 20th, and I asked about it,
7 and it's, well, we are not going to do
8 anything about it because the response
9 was, I'm not getting into the code
10 enforcement portion of my job.

11 I found that upsetting. I found
12 that mildly upsetting that if it is, in
13 fact, your job, if you are perhaps
14 overworked, you should make an effort
15 to do your job, especially when a
16 citizen brings it to your attention.

17 Again, I'm uncomfortable bringing
18 this up here, but I asked why, why
19 would you ignore this, and it was -- I
20 walked out before I was certain of how
21 the answer was given, the answer was I
22 really don't like the Village, and I
23 thought it was a joke, and I say, why
24 not, because they don't like me. I
25 found that troubling because -- because

1
2 I didn't think that somebody that's
3 charged with advocating for the
4 Village, looking out for the welfare of
5 the Village should have that attitude.
6 I think instead of advocating for
7 applicants and other people, your job
8 is, like the attorney's, to advocate
9 for the Village.

10 It happens a lot. It happens a
11 lot when certain employees in that
12 department have a personal agenda and
13 they tailor the rules to suit that
14 agenda, and then when you question it,
15 you get an excuse that this is the way
16 it is or this is the way it always was,
17 this is what happens. I find that hard
18 to accept. I find that hard to accept.

19 The Building Department doesn't
20 have a resolve to follow up on issues
21 like that, follow up on issues like
22 Front Street, they don't have that kind
23 of resolve. I don't blame Mr. Pallas,
24 he wears 15 hats, it's hard to -- it's
25 hard to -- I'll repeat it, I don't

1
2 blame Mr. Pallas, he wears 15 hats,
3 it's hard to do that many jobs, and
4 stay on top of other things. I
5 understand that. But I do blame the
6 people perhaps that are under him that
7 slip through the cracks.

8 Getting back to my conversation
9 with Trustee Roberts, Airbnb, we
10 can't -- it's hard to turn people away,
11 everyone understands that, but you're
12 going to have to make a decision, the
13 Village Board is going to have to make
14 a decision. What kind of village do
15 you want? Do you want a village of
16 hotel guests, transients and short-term
17 rentals? Most vacation destinations
18 put a cap on things, they put a limit
19 on things, not short-term rentals per
20 se, but liquor licenses and nightclubs
21 and still to give the place a sense of
22 community that the residents still have
23 a sense of community and welcome the
24 visitors too, co-mingling, but what
25 we're having now is not preserving

1 rental stock and I'm not sure, and you
2 know, I'm going to say this and it
3 might shock a lot of people, if that's
4 the way it's gonna be, that's the way
5 it's gonna be, guys like me, guys like
6 Swiskey and Charley, we own our houses,
7 we're there, you know, we don't have to
8 rent the house, my youngest is 40 years
9 old, they're not moving out of my
10 basement, so but you can't straddle the
11 fence, you got to fish or cut bait, at
12 some point you got to pull the trigger,
13 you got to decide what's it gonna be.
14 The compromises that the trustee is
15 suggesting, I think are unrealistic. I
16 sit on the ZBA, I hear -- there's two
17 applications now, all I hear about is
18 parking, parking in the downtown,
19 parking in the downtown. A guy wants
20 to put a gazillion dollar project, and
21 people are opposed, not the ZBA, people
22 are opposed, the comments that we hear,
23 people are somewhat reluctant because
24 of the lack of parking. Now, if you
25

1
2 put 30 more apartments downtown, 60, 80
3 more cars, where they going to park? I
4 mean, it's -- plus the fact you put
5 residential over commercial, we have it
6 now, the ZBA made an interpretation, we
7 have it now, I agree with that
8 interpretation, I don't agree it
9 includes multifamily housing. I think
10 we're way off base with that, but
11 you're going to have to think about it.

12 Actually, I read the trustee's
13 Facebook page, and one of the people
14 commented that they can't find -- they
15 live in Greenport and they can't find a
16 place, you know, so now we put another
17 30 apartments, another 40 apartments
18 there. What are the odds that woman is
19 going to be able to find a place after
20 that? We're a walking village. It
21 opens up other quality-of-life issues
22 too. I mean you going to raise a
23 family over a store. This is
24 Greenport, it's not Brooklyn, it's not
25 the Bronx. People move out of those

1
2 places to come here, so what kind of
3 quality of life do the kids have, where
4 they gonna play, where they gonna hang
5 out after school, what are they gonna
6 do, walk to the park, play on Front
7 Street, play on Main Street?

8 TRUSTEE ROBERTS: Come down and
9 see when the bus comes by at 7:30 in
10 the morning, all the families walk out
11 and drop the kids off on the bus. I'm
12 sorry to interrupt you but people do it
13 and who are we to legislate people's
14 choices for where they raise their
15 kids?

16 MR. SALADINO: Because people
17 sometimes take what God gives them, and
18 that's the only choice they have. If
19 we abet that, if we help them, if we
20 help them to do that, if we turn our
21 backs and say, yeah, it's okay, listen,
22 there's three rooms above that Chinese
23 restaurant or dry cleaners or whatever,
24 there's a place for you to live, do you
25 honestly think that's what we should be

1
2 telling these people? Do you honestly
3 think that's the standard we should --
4 and the kid plays on Front Street, the
5 kid gets off the bus and he's outside
6 playing hopscotch on Front Street?

7 TRUSTEE ROBERTS: I don't get into
8 what other people do.

9 MR. SALADINO: I'm sorry.

10 TRUSTEE ROBERTS: I just don't get
11 into what other people do with their
12 lives.

13 MR. SALADINO: You do it all the
14 time, that's your job. Your job is to
15 legislate, that's your job.

16 TRUSTEE ROBERTS: Right, and
17 this --

18 MR. SALADINO: Welfare of the
19 Village is your job.

20 TRUSTEE ROBERTS: And this
21 particular idea is to try to help more
22 people find housing opportunities and
23 it is in the --

24 MR. SALADINO: But it's
25 substandard.

1
2 This is not the time for this
3 debate, I apologize.

4 In my opinion, it's substandard
5 housing and the same as the previous
6 speaker, those 11 people that are
7 living on the second floor of that
8 house, they might think it's okay,
9 nobody in this room thinks that's okay.

10 TRUSTEE ROBERTS: Have you ever
11 been to Manhattan?

12 MR. SALADINO: I was born and
13 raised in Manhattan.

14 TRUSTEE ROBERTS: Right, so there
15 are people who live in apartments and
16 raise children and families.

17 MR. SALADINO: Yeah, but you're
18 forgetting, Doug, I moved out of
19 Manhattan, I moved out of Manhattan to
20 get to here.

21 TRUSTEE ROBERTS: You did. Other
22 people may not.

23 MR. SALADINO: Then they would be
24 in Manhattan now, if that's the kind of
25 lifestyle they want to live, they would

1
2 be there now.

3 I just -- I have a lot to say
4 about it, I'm sure there will be a
5 public hearing. I heard this at the
6 work session last week, I wasn't there.

7 Again, thank you for the harbor
8 master. Thank you for listening.

9 MAYOR HUBBARD: Thank you.

10 MR. WINKLER: John Winkler, 175
11 Fifth Street.

12 I guess the short-term rental
13 situation, I can sort of really open up
14 the -- because I do it, okay, and I
15 think when the Code Committee was
16 working on this, I think they were very
17 close to a fair and equitable reasoning
18 in what they were going to put forward,
19 but somehow it got squashed, I don't
20 know why it got ended, but I think they
21 were on the right track.

22 Me personally, it would be easy
23 for me if I knew the rules, okay.
24 There are no rules. There's no code
25 enforcement for it. I mean, I can look

1 at the website for Airbnb or whatever
2 which I follow all the time, and it's
3 pretty ridiculous out there. I mean,
4 the house we just bought on Fifth
5 Avenue on the corner of Front and Fifth
6 Avenue, they're advertising 14 people,
7 okay, which I mean, it's a big house
8 but it's -- there's a -- you could just
9 go on that web page and know people are
10 not doing the right thing, but there is
11 nobody to tell them not to. There's
12 nobody to violate them. There's nobody
13 to -- I found a home that's advertising
14 three apartments on Central Avenue,
15 that's a multifamily. I don't even
16 think it's a legal, the guy doesn't
17 even live there, he lives down the
18 street. Maybe it's multifamily, maybe
19 it's legal, I don't know, but I mean,
20 it doesn't take much to look at the
21 websites which Suffolk County does to
22 police their hotel tax, for the Village
23 to know who's legal and who's not
24 legal, okay, if they're doing something

1
2 wrong; but we have no code enforcement
3 anymore. Ed was doing a great job, I'm
4 really sorry to see him go, I really
5 am. We trained him, now he's in Dering
6 Harbor, that's amazing, right, we paid
7 for him and now somebody else is
8 getting him.

9 So I really think the Board
10 should -- as a two-family house owner,
11 which I bought to supplement my income
12 and put up with the lack of privacy for
13 that in my retirement, and this -- I'm
14 not greedy about what I get, what I
15 call greed is there some year-round
16 homes that are selling these apartments
17 by the head, they're charging people
18 \$400 a head a month and they have ten
19 people in that house, that's \$4,000 a
20 month year round. Taking advantage of
21 people that can't say anything, either
22 they're undocumented or illegal or they
23 can't do anything else and nothing
24 happens to those people, and some of
25 the landlords, we're helping them out,

1 we're giving them variances in their
2 buildings when they restore these
3 houses and we're helping them out and
4 meanwhile they're collecting cash, you
5 don't know how much they're making, I
6 mean, it's really -- I don't know how
7 we're gonna control it. We need
8 somebody full-time on housing in the
9 Village. For one square mile we have,
10 we're packed together, and there's a
11 lot of people doing the wrong thing.
12 All I want to do is follow the rules,
13 okay. The rules turn out that I can't
14 do what I'm doing, then I won't do it
15 or I'll rent year round, whatever, but
16 if I can do what's legal for me to do
17 and I'm paying all my taxes and
18 everything, just leave me alone, leave
19 me alone, don't punish me because I'm
20 doing the right thing by taking it away
21 totally from people who are. I mean
22 the permit fees, the \$500 permit fee, I
23 don't know, I'm sort of against -- I
24 think we should be charged the same as
25

1
2 the long-term rental, I don't see
3 why -- because we're not policing it
4 anyway, if you're going to use that
5 excuse, you're using the 500 bucks to
6 pay the guy to follow the code and
7 watch what's going on and then you
8 don't do it, then why \$500, it's not
9 paying, you're not paying anybody to do
10 it.

11 The other issue, and thank you for
12 listening about that. I hope it gave
13 you some insight from what I go through
14 with it and believe me, every neighbor
15 I have on my street told me, John, if
16 anybody breaks your chops about your
17 renting, your tenants are the best,
18 respectful, neat, don't bother anybody,
19 nobody has to come to me and say, you
20 got garbage in your street because I
21 live there, and I think that's very
22 important that they're owner occupied
23 just like B&Bs.

24 Second thing I have -- thank you
25 for -- I hope I gave you some insight

1
2 on that as a short-term rental owner.

3 This PSE&G thing, wow, I just
4 found out about this last week, and I'm
5 wondering why we haven't heard this,
6 the people on Fifth Street. Are we
7 going to have a public hearing on this
8 or what? Are you going to let -- are
9 they drilling like they did over in
10 Southold, and they had that big fiasco
11 trying to get a cable over to Shelter
12 Island?

13 MAYOR HUBBARD: That's what they
14 would end up doing, yes.

15 MR. WINKLER: So we're going to
16 have to put up with that noise for
17 whatever time, I mean, do you realize
18 what they went through over there with
19 noise?

20 MAYOR HUBBARD: We know exactly
21 what they went through, John, that's
22 why we're trying to make things to be
23 done --

24 MR. WINKLER: They're not going to
25 lay a cable, I thought they were gonna

1
2 lay a cable instead of drilling it
3 underground.

4 MAYOR HUBBARD: They're laying the
5 cable in the streets, but going across
6 the channel, they're going to have to,
7 they're going 20 feet below the
8 surface, across with a tunnel and
9 putting the cables through that.

10 MR. WINKLER: What benefit is that
11 to us?

12 MAYOR HUBBARD: That's what we've
13 been negotiating, there's a lot of
14 stuff that we're asking for that we
15 would see as a benefit to the Village.

16 MR. WINKLER: I just don't -- I'm
17 boggled why it's -- the people on that
18 street don't know that this is going
19 on.

20 MAYOR HUBBARD: It's been talked
21 about several months here.

22 MR. WINKLER: Nobody said we were
23 in negotiation with anybody.

24 MAYOR HUBBARD: Yes, we have,
25 we've talked about that --

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MR. WINKLER: I mean --

MAYOR HUBBARD: -- six months, six to eight months we --

MR. WINKLER: -- you don't think that we'd be interested to know that there's going to be banging and banging and clanging and equipment down the end of Fifth Street? I mean that was the first I heard that this was even a go or being negotiated. I know they were looking at it, they had ships out there during the winter and pinging or whatever they were doing, but --

MAYOR HUBBARD: Correct.

MR. WINKLER: -- I mean, this -- there should be a public hearing on this, I really do, I don't think this is something -- I mean, there is nothing that the Village of Greenport is gaining from this, okay. And again, we're being abused by Shelter Island again, here we go. Why do we got to get abused by it? I mean, disrupt my environment and everybody on my

1 street's environment. I don't get it.
2 I don't get it. I don't -- are we
3 getting money for it? I don't know.
4

5 MAYOR HUBBARD: Yes, we are.
6 We're getting improvements in the
7 infrastructure, we're getting cash,
8 they're renting the piece of property
9 and we'll be getting money for --

10 MR. WINKLER: What improvement to
11 our infrastructure are we getting?

12 MAYOR HUBBARD: That's all what's
13 in negotiations. As soon as we have
14 more information, we have an agreement,
15 contract, we will be telling you what
16 that is.

17 MR. WINKLER: Is there gonna be a
18 public hearing on it, are we gonna have
19 a chance to say yay or nay? I mean, is
20 there any discussion by the residents
21 about this big project? Is that red
22 building going to go down there?

23 MAYOR HUBBARD: No, the red
24 building is staying, it's actually
25 supposed to do repairs to the red

1
2 building.

3 MR. WINKLER: Um-hum. I don't
4 know.

5 I mean, the last time the
6 utilities that we have on the end of
7 Fifth Street right now, it's a
8 dangerous situation down there. I mean
9 Trustee Roberts walked over there,
10 Verizon totally disregarded safety down
11 there, and there's metal objects
12 sticking up, there's cables sticking up
13 in the air, and we've -- I've had
14 personal discussions with Verizon and
15 they do nothing. They do nothing about
16 it, they don't --

17 MAYOR HUBBARD: We all have had
18 discussions and we're trying to get --

19 MR. WINKLER: So there you go.
20 You can't trust these people. You
21 can't trust them to do the right thing.
22 It's just amazing that is such a big
23 project. I haven't saw anything about
24 it, except for when I saw a boat and
25 they were pinging or whatever, trying

1
2 to see -- I haven't heard anything
3 since and believe me, I'm pretty
4 involved, I guess you can realize that,
5 so please, I think we need a public
6 hearing on this, I really do.

7 MAYOR HUBBARD: I don't know if
8 part of the process is having a public
9 hearing, I don't believe so.

10 ATTORNEY PROKOP: It's not
11 required?

12 MR. WINKLER: It's not required.

13 TRUSTEE ROBERTS: I'm sorry,
14 aren't you going to put out the
15 language that's in the agreement, I
16 would expect, before the next work
17 session so everyone will see it?

18 MAYOR HUBBARD: Yes. Once we have
19 that --

20 MR. WINKLER: This is going to
21 happen in the fall?

22 MAYOR HUBBARD: The plan to do the
23 work is October and November and
24 December.

25 MR. WINKLER: So are they saying

1
2 they're only going to take three months
3 to --

4 MAYOR HUBBARD: They're
5 guaranteeing that it's only going to
6 take them three months. If they go a
7 day over, there's a large penalty
8 clause in there, cash per day for every
9 day they go over, so we don't have the
10 same thing that happened when they were
11 on Bayshore Road.

12 MR. WINKLER: Well, if history is
13 any indication of what this process is
14 and what the people in Southold went
15 through, I mean that was a disaster for
16 those people over there for over a
17 year, they're putting up with the
18 noise, the debris, and the dust, and
19 everything else, and you cannot not
20 guarantee that not happening again. If
21 it happened there, why wouldn't it
22 happen here?

23 MAYOR HUBBARD: They made
24 arrangements -- when they were doing
25 the other project, they paid nothing

1
2 for the piece of land they were using,
3 they paid nothing on the Shelter Island
4 side, the Town and Shelter Island Town
5 gave them the piece of land to work
6 with to try to get the cable put in.
7 We have a completely opposite stance.
8 We made high demand and said if you're
9 going to do this, you have to have
10 guarantees that you're going to be in
11 and out in an allotted timeframe which
12 is 90 days and they guaranteed they
13 would get a company that could do it in
14 that timeframe. We put a \$2,000-a-day
15 penalty clause on it, every day you go
16 over it, to the Village residents you
17 pay \$2,000-a-day, so if they go six,
18 months over, it's another \$500,000 they
19 owe us.

20 We're trying to protect everybody,
21 you know, the exact details of the rest
22 of it, until we have it in writing --

23 MR. WINKLER: -- aware of that,
24 you --

25 MAYOR HUBBARD: -- hopefully --

1
2 MR. WINKLER: -- very fair about
3 that, but I'm really concerned about
4 what this project is going to entail
5 and what it's gonna do at that street.

6 Another fact, maybe you can use
7 this about the ferry and the traffic
8 problem we have on Wiggins Street, we
9 have some leverage now, okay, to use
10 against Shelter Island, they want this
11 power, they have to work with us. That
12 gives us some leverage to work on that
13 problem also, just a consideration.

14 TRUSTEE ROBERTS: I've committed
15 to knock on every door once we get the
16 details and make sure --

17 MR. WINKLER: You're on Sixth
18 Street, so you're not gonna be putting
19 up with --

20 TRUSTEE ROBERTS: Who are they
21 gonna --

22 MR. WINKLER: -- open street --

23 TRUSTEE ROBERTS: I'll go by
24 myself --

25 MR. WINKLER: -- parking and all

1
2 that --

3 TRUSTEE ROBERTS: I'll make sure
4 everyone at least gets a copy of what
5 we're planning.

6 MR. WINKLER: Thank you for
7 listening.

8 MAYOR HUBBARD: Anybody else want
9 to address the Board?

10 MR. TASKER: I'm sorry, Mr.
11 Saladino said I wasn't allowed to do a
12 second turn, but I'm going to take one
13 anyway.

14 Just briefly on what John said,
15 Shelter Island PSE&G has been sticking
16 their thumb in our eye for a long time
17 and I think it's time for taking some
18 action along the lines of what Mr.
19 Swiskey suggested a week ago of making
20 Wiggins Street, I think in his proposal
21 one-way westbound, put all the ferry
22 traffic up on the State highway and
23 then see what happens with fixing the
24 traffic problem.

25 It's time for some bold moves on

1
2 the part of the Village for the people
3 that have been sticking their nose in
4 our eye for a long time.

5 What got me up here for the second
6 time is the fact that Airbnb mentioned,
7 and that happens to be one of my hot
8 buttons if any of you read my post on
9 Facebook. Airbnb is the boogie man.
10 Airbnb is nothing but a reservation
11 service with a lot of money that
12 entices people to break the law, B&B
13 laws for example, to break the law by
14 making it easy to surreptitiously and
15 anonymously rent their apartments. At
16 the same time, you can push the button
17 on any computer and you can see the --
18 how many did I count last time -- 37
19 rentals, Airbnb rentals available in
20 the Village of Greenport on any given
21 day.

22 First of all, I mean they're
23 telling you the targets, you go with a
24 fish hook. They're telling you the
25 targets. B&B, Airbnb, they're gonna

1
2 lawyer up and everyone goes oh, whoa,
3 whoa, whoa, Airbnb and they're
4 encouraging people and other entities
5 like Airbnb, they're encouraging people
6 to do things that aren't proper. Get a
7 rental law that is comprehensive, that
8 covers the different kinds of rentals
9 that occur in a consistent and
10 non-self-contradictory manner and you
11 will have a code that you can enforce.
12 Put some teeth into it. Two thousand
13 dollars a day for PSE&G, that's
14 peanuts, that's play money for them.
15 Put something with teeth, \$500 for a
16 B&B, no, a \$10,000 deposit against
17 future misbehavior.

18 Get serious.

19 Thank you.

20 MS. GORDON: Trustee Roberts
21 mentioned something about Manhattan and
22 not wanting to tell people how to live,
23 but maybe, you know, I lived in
24 Manhattan for over 40 years, and I
25 haven't seen anything like what I've

1
2 seen next to my house right now. It's
3 a flop house. There is 11 people
4 upstairs and when the people are home,
5 the six people that live downstairs and
6 seven children that they bring in,
7 that's 13 people. When you go home and
8 look at the house beside you and see if
9 you would want to see 20-odd people
10 coming and going, all the vehicles that
11 go for them, all the school buses that
12 go for them. It's a flop house and I
13 never ever, ever seen anything like
14 that in Manhattan, and I lived in many
15 neighborhoods from 96th Street down to
16 Tribeca, so it's a bad scene.

17 MR. SWISKEY: William Swiskey, 184
18 Fifth Street.

19 I'd just like to add something
20 because I already spoke, but you have
21 been around as long as I have, George,
22 you've seen a couple of houses where
23 there were fires and people came out of
24 the little space above the garage, and
25 the one thing that always frightened me

1 about this overcrowding that we have in
2 a lot of places and we're doing
3 nothing, is some day we'll have a fire
4 and they'll carry two or three kids out
5 in body bags, then everybody is gonna
6 go, oh, my God, how did that happen?
7 But you are at risk at that. You can
8 say, well, these people got -- no, it
9 could be really a nasty scene, I mean,
10 we've been lucky so far, other places
11 haven't, but we have. This goes back
12 to the main theme in the -- during the
13 election, selective enforcement was a
14 big thing, you know what I mean, and
15 after the election, I thought, wow,
16 we're really moving on this, but I
17 think we have back slid further back
18 than we were before. We got a building
19 inspector who enforces it on who she
20 feels like, and I say that for the
21 record, in other words, and Mr. Pallas,
22 you're her boss, if she won't enforce
23 it, you tell her to either get off the
24 pot or go home, suspend her, but that's
25

1
2 the way it works. The people at the
3 top are in charge, and if people
4 underneath them don't work, and you
5 know how it works in the army, Jack,
6 then something's got to change, either
7 at that level or at the upper level,
8 something has to change because the
9 enforcement now, you want to know, it
10 sucks.

11 MAYOR HUBBARD: Anybody else wish
12 to address the Board?

13 (No response.)

14 MAYOR HUBBARD: Okay. We'll move
15 on to the regular agenda.

16 Actually before we do that, I just
17 want to give highlights or synopsis of
18 the traffic enforcement we had over the
19 past weekend. I'll read down the
20 categories with just a brief
21 description of it. Un-inspected
22 vehicle tickets, there was one.
23 Parking facing the wrong direction,
24 there was one ticket. Parking outside
25 the markings, there were two tickets.

1
2 Parking in handicap zone were five
3 tickets. Parking longer than permitted
4 were five tickets, parking outside the
5 lines was seven tickets, stop or
6 standing where prohibited were four
7 tickets, and parking where prohibited
8 were twelve tickets.

9 In general 80 percent of the
10 tickets were done for quality-of-life
11 issues is what we wanted to start with
12 the enforcement. There were only five
13 people parked longer than the timeframe
14 and just so the public knows, we're not
15 beating everybody down for being there
16 for two hours and ten minutes to get a
17 sandwich or whatever. There are fire
18 hydrants, handicap zones, no parking
19 zones on corners and stuff like that,
20 so 80 percent of the tickets were
21 written for exactly what we asked to
22 have done and I want to commend, you
23 know, Greg, for doing that. We're not
24 going and trying to get the people in
25 the drugstore for two hours and twenty

1 minutes, we're not going after them.

2 If we see somebody has been there all
3 day in a spot, it's gonna get a ticket.

4 Most of the stuff they really are the
5 quality-of-life issues that we hired
6 code enforcement to do to make things
7 better, so that's just -- anybody who
8 wants a copy of this, I have it, they
9 have percentages and everything else,
10 but that is the bulk of what we did.

11 It was what we set out to do. Okay, a
12 lot of talk about we're really giving
13 everybody a hard time, we're not trying
14 to do that, we're just trying to make
15 it safer for people to get around the
16 Village, go around the corners, the
17 handicap people can get into their
18 spots, you can go to the drugstore and
19 buy your stuff.

20
21 Anybody wants a copy of that, we
22 do have it for the last week.

23 The regular agenda. We will have
24 the one addition at the end which I
25 will read, which will be adding

1
2 schedule a public hearing for July.

3 I'll offer Resolution 06-2016-1.

4 Resolution adopting the June 2016
5 agenda as printed with one addition.

6 So moved.

7 TRUSTEE MARTILOTTA: Second.

8 MAYOR HUBBARD: All in favor?

9 TRUSTEE ROBERTS: Aye.

10 TRUSTEE ROBBINS: Aye.

11 TRUSTEE MARTILOTTA: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 MAYOR HUBBARD: Opposed?

14 (No response.)

15 MAYOR HUBBARD: Motion carried.

16 TRUSTEE ROBERTS: Resolution
17 06-2016-2.

18 Resolution accepting the monthly
19 reports of the Greenport Fire
20 Department, Village Administrator,
21 Village Treasurer, Village Clerk,
22 Village Attorney, Mayor and Board of
23 Trustees.

24 So moved.

25 TRUSTEE ROBBINS: Second.

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MAYOR HUBBARD: All in favor?

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBBINS: Aye.

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

MAYOR HUBBARD: Opposed?

(No response.)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBBINS: Resolution

06-2016-3.

Resolution accepting the bid as submitted by Cars Unlimited of Suffolk for the purchase of two 2016 Chevrolet Tahoes at a total price of \$104,388 per the bid opening on May 26, 2016; and authorizing Mayor Hubbard to execute the corresponding contract between Cars Unlimited of Suffolk and the Village of Greenport.

So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBBINS: Aye.

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TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

MAYOR HUBBARD: Opposed?

(No response.)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: Resolution
06-2016-4.

Resolution ratifying the hiring of
Justin Reh, Kyle Strovink, Troy Reh,
Anthony DeVito, and Brendan Flinter as
seasonal park attendants/carousel
employees for the Village of Greenport
at an hourly pay rate of \$9 effective
June 13, 2016.

So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBBINS: Aye.

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

MAYOR HUBBARD: Opposed?

(No response.)

MAYOR HUBBARD: Motion carried.

1 TRUSTEE PHILLIPS: Resolution
2
3 06-2016-5.

4 Resolution ratifying the re-hiring
5 of John Thomsen as a seasonal park
6 attendant at an hourly pay rate of \$10
7 per hour effective May 18, 2016.

8 So moved.

9 TRUSTEE ROBERTS: Second.

10 MAYOR HUBBARD: All in favor?

11 TRUSTEE ROBERTS: Aye.

12 TRUSTEE ROBBINS: Aye.

13 TRUSTEE MARTILOTTA: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 MAYOR HUBBARD: Opposed?

16 (No response.)

17 MAYOR HUBBARD: Motion carried.

18 TRUSTEE ROBERTS: Resolution
19 06-2016-6.

20 Resolution ratifying the hiring of
21 Ashley Marrone as a seasonal camp
22 counselor at an hourly pay rate of \$10
23 effective June 17, 2016.

24 So moved.

25 TRUSTEE ROBBINS: Second.

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MAYOR HUBBARD: All in favor?

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBBINS: Aye.

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

MAYOR HUBBARD: Opposed?

(No response.)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBBINS: Resolution

06-2016-7.

Resolution ratifying the hiring of
Madison Hilton as a seasonal lifeguard
at an hourly pay rate of \$15 effective
June 21, 2016.

So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBBINS: Aye.

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

MAYOR HUBBARD: Opposed?

(No response.)

MAYOR HUBBARD: Motion carried.

1 TRUSTEE MARTILOTTA: Resolution
2
3 06-2016-8.

4 Resolution ratifying the hiring of
5 Brennan Strovink as a seasonal park
6 attendant at an hourly pay rate of \$9
7 per hour effective June 13, 2016.

8 So moved.

9 TRUSTEE PHILLIPS: Second.

10 MAYOR HUBBARD: All in favor?

11 TRUSTEE ROBERTS: Aye.

12 TRUSTEE ROBBINS: Aye.

13 TRUSTEE MARTILOTTA: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 MAYOR HUBBARD: Opposed?

16 (No response.)

17 MAYOR HUBBARD: Motion carried.

18 TRUSTEE PHILLIPS: Resolution
19 06-2016-9.

20 Resolution awarding the bid to
21 install a comprehensive fire and carbon
22 monoxide alarm system for the Village
23 of Greenport power plant to AlarmTech
24 Security Systems, Inc. per the bid
25 opening on May 26, 2016 at a total cost

1 of \$111,000 to be expensed from account
2 E0352.205 transmission substation
3 equipment and further authorizing Mayor
4 Hubbard to sign the corresponding
5 contract between the Village of
6 Greenport and Alarm-Tech Security
7 Systems, Inc.

8 So moved.

9 TRUSTEE ROBERTS: Second.

10 MAYOR HUBBARD: All in favor?

11 TRUSTEE ROBERTS: Aye.

12 TRUSTEE ROBBINS: Aye.

13 TRUSTEE MARTILOTTA: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 MAYOR HUBBARD: Opposed?

16 (No response.)

17 MAYOR HUBBARD: Motion carried.

18 TRUSTEE ROBERTS: Resolution
19 06-2016-10.

20
21 Resolution awarding the bid to
22 install automatic and manual sliding
23 entry gates for the Village of
24 Greenport power plant to Reliable Fence
25 and Supply Company, the lowest bidder

1 per the bid opening on May 26, 2016 at
2 a total cost of \$37,875 to be expensed
3 from account E.0352.205, Transmission
4 Sub-Station Equipment, and further
5 authorizing Mayor Hubbard to sign the
6 corresponding contract between the
7 Village of Greenport and Reliable Fence
8 and Supply Company.
9

10 So moved.

11 TRUSTEE ROBBINS: Second.

12 MAYOR HUBBARD: All in favor?

13 TRUSTEE ROBERTS: Aye.

14 TRUSTEE ROBBINS: Aye.

15 TRUSTEE MARTILOTTA: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 MAYOR HUBBARD: Opposed?

18 (No response.)

19 MAYOR HUBBARD: Motion carried.

20 TRUSTEE ROBBINS: Resolution

21 06-2016-11.

22 Resolution designating the
23 following as seasonal employees:
24 Vennessa Brooks, Viola Mason, Donna
25 Koster, Carol Schott, Joann Fischer,
Flynn Stenography & Transcription Service
(631) 727-1107

1
2 Irma Lekkas, Angelica Klavas, Jordyn
3 Maichin, George Pope, Gabriela Pope,
4 Emelia Jacobi, Elijah Smith, Reginald
5 Miller, Remi Drokoski, Joanne Jackson,
6 Christy Revell, Sarah Doherty,
7 Elizabeth Powe, Fiona Faherty, Shawn
8 Peterson, Tristan Mangham, Brian
9 Hallock, Everett Nichols, Gus Klavas,
10 Sean Cary, Brian Doherty, Vincent
11 Centrone, Sophie Jacobs, Walker Sutton,
12 Jason Iannone, Christopher Lull, and
13 Tyler LaMorte.

14 So moved.

15 TRUSTEE MARTILOTTA: Second.

16 MAYOR HUBBARD: All in favor?

17 TRUSTEE ROBERTS: Aye.

18 TRUSTEE ROBBINS: Aye.

19 TRUSTEE MARTILOTTA: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 MAYOR HUBBARD: Opposed?

22 (No response.)

23 MAYOR HUBBARD: Motion carried.

24 TRUSTEE MARTILOTTA: Resolution

25 06-2016-12.

1
2 Resolution requesting the hiring
3 of Angelia Gagnon as a seasonal camp
4 counselor/carousel employee at an
5 hourly rate of \$9 per hour, effective
6 June 27, 2016.

7 So moved.

8 TRUSTEE PHILLIPS: Second.

9 MAYOR HUBBARD: All in favor?

10 TRUSTEE ROBERTS: Aye.

11 TRUSTEE ROBBINS: Aye.

12 TRUSTEE MARTILOTTA: Aye.

13 TRUSTEE PHILLIPS: Aye.

14 MAYOR HUBBARD: Opposed?

15 (No response.)

16 MAYOR HUBBARD: Motion carried.

17 TRUSTEE PHILLIPS: Resolution
18 06-2016-13.

19 Resolution requesting the hiring
20 of Sean Gambaiani as a seasonal camp
21 counselor/carousel employee at an
22 hourly pay rate of \$9 per hour
23 effective June 27, 2016.

24 So moved.

25 TRUSTEE ROBERTS: Second.

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MAYOR HUBBARD: All in favor?

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBBINS: Aye.

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

MAYOR HUBBARD: Opposed?

(No response.)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBERTS: Resolution

06-2016-14.

Resolution approving an increase in the hourly wage rate of Margaret DeVito from \$22.42 to \$25.17 effective May 15, 2016; pursuant to Article VII, Salaries and Compensation, Section 9(a) Merit Clause, of the current collective bargaining agreement enforced between the Village of Greenport and CSEA Local 1000.

So moved.

TRUSTEE ROBBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBBINS: Aye.

1 TRUSTEE MARTILOTTA: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 MAYOR HUBBARD: Opposed?

4 (No response.)

5 MAYOR HUBBARD: Motion carried.

6 TRUSTEE ROBBINS: Resolution

7 06-2016-15.

8
9 Resolution approving the title of
10 Chief Wastewater Treatment Plant
11 Operator for Adam Hubbard effective
12 July 30, 2016 and further approving an
13 increase in the hourly wage rate of
14 Adam Hubbard from \$28.56 to \$31
15 pursuant to Article VII, Salaries and
16 Compensation, section 9(a) Merit
17 Clause, of the current collective
18 bargaining agreement enforced between
19 the Village of Greenport and CSEA Local
20 1000; and further approving an increase
21 in the hourly wage rate of Adam Hubbard
22 from \$31 to \$33.43 effective January
23 31, 2017 following a positive
24 performance review outcome as
25 determined by Village Administrator

1 Pallas.

2 So moved.

3 TRUSTEE MARTILOTTA: Second.

4 MAYOR HUBBARD: All in favor?

5 TRUSTEE ROBERTS: Aye.

6 TRUSTEE ROBBINS: Aye.

7 TRUSTEE MARTILOTTA: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 MAYOR HUBBARD: Opposed?

10 (No response.)

11 MAYOR HUBBARD: Motion carried.

12 TRUSTEE MARTILOTTA: Resolution
13 06-2016-16.

14 Resolution authorizing Treasurer
15 Brandt to perform attached Budget
16 Amendment number 3446 for year-end
17 housekeeping in the General Fund and
18 directing that Budget Amendment number
19 3446 be included as part of the formal
20 meeting minutes for the June 23, 2016
21 regular meeting of the Board of
22 Trustees.

23 So moved.

24 TRUSTEE PHILLIPS: Second.

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MAYOR HUBBARD: All in favor?

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBBINS: Aye.

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

MAYOR HUBBARD: Opposed?

(No response.)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: Resolution

06-2016-17.

Resolution authorizing Treasurer
Brandt to perform attached Budget
Transfer number 3447 for year-end
housekeeping for the Fire Department,
and directing that Budget Transfer
number 3447 be included as part of the
formal meeting minutes for the June 23,
2016 regular meeting of the Board of
Trustees.

So moved.

TRUSTEE ROBERTS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBBINS: Aye.

1 TRUSTEE MARTILOTTA: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 MAYOR HUBBARD: Opposed?

4 (No response.)

5 MAYOR HUBBARD: Motion carried.

6 TRUSTEE ROBERTS: Resolution

7 06-2016-18.

8 Resolution authorizing Treasurer
9 Brandt to perform attached Budget
10 Transfer number 3457 for year-end
11 housekeeping for the Enterprise Funds,
12 and directing that Budget Transfer
13 number 3457 be included as part of the
14 formal meeting minutes for the June 23,
15 2016 regular meeting of the Board of
16 Trustees.

17 So moved.

18 TRUSTEE ROBBINS: Second.

19 MAYOR HUBBARD: All in favor?

20 TRUSTEE ROBERTS: Aye.

21 TRUSTEE ROBBINS: Aye.

22 TRUSTEE MARTILOTTA: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 MAYOR HUBBARD: Opposed?

(No response.)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBBINS: Resolution

06-2016-19.

Resolution accepting with regret the resignation of Frank Uellendahl as the Chairperson of the Historic Preservation Commission and also as a member of the Historic Preservation Commission effective June 7, 2016.

So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: I just want to thank Frank for his time that he served on the Board and as Chairman. He decided to move on but I want to publically say thank you very much for a job well done.

All in favor?

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBBINS: Aye.

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

MAYOR HUBBARD: Opposed?

(No response.)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: Resolution
06-2016-20.

Resolution approving the request
of the Greenport Fire Department to use
a portion of the Fifth Street
Beach/Park from 9:00 a.m. through 6:00
p.m. on July 30, 2016 for the annual
Fire Department Picnic.

So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBBINS: Aye.

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

MAYOR HUBBARD: Opposed?

(No response.)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: Resolution
06-2016-21.

Resolution approving the payment
of \$40 per rounding board for a total

1 of \$560 to Kathleen Bifulco for
2 photographing each of the 14 completely
3 painted carousel rounding boards.
4

5 So moved.

6 TRUSTEE ROBERTS: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE ROBERTS: Aye.

9 TRUSTEE ROBBINS: Aye.

10 TRUSTEE MARTILOTTA: Aye.

11 TRUSTEE PHILLIPS: Aye.

12 MAYOR HUBBARD: Opposed?

13 (No response.)

14 MAYOR HUBBARD: Motion carried.

15 TRUSTEE ROBERTS: Resolution

16 06-2016- 22.

17 Resolution rejecting all proposals
18 as received for the harbor/marina
19 manager position per the bid opening on
20 May 9, 2016 and directing Clerk Pirillo
21 to re-notice the Request for Proposals
22 with revised and updated
23 specifications.

24 TRUSTEE ROBBINS: Second.

25 MAYOR HUBBARD: All in favor?

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TRUSTEE ROBERTS: Aye.

TRUSTEE ROBBINS: Aye.

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

MAYOR HUBBARD: Opposed?

(No response.)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBBINS: Resolution

06-2016-23.

Resolution ratifying the hiring of
Gregory Morris as a part-time parking
code enforcement officer at an hourly
pay rate of \$20 effective June 16,
2016.

So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBBINS: Aye.

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

MAYOR HUBBARD: Opposed?

(No response.)

MAYOR HUBBARD: Motion carried.

1 TRUSTEE MARTILOTTA: Resolution
2 06-2016-24.

3
4 Resolution scheduling a public
5 hearing for 7:00 p.m., July 28, 2016 at
6 the Third Street Firehouse, Third and
7 South Streets, Greenport, New York
8 11944 regarding the wetlands permit
9 application as submitted by Stephen
10 Bull to raise the building at 24 Beach
11 Road, Greenport, New York 11944,
12 install the appropriate piling
13 foundation, lower the structure onto
14 the new foundation, make repairs to the
15 frame as needed, and then proceed with
16 new construction to replace the removed
17 items and add an additional 241 square
18 feet of living area and directing Clerk
19 Pirillo to notice the public hearing
20 accordingly.

21 TRUSTEE PHILLIPS: Second.

22 MAYOR HUBBARD: All in favor?

23 TRUSTEE ROBERTS: Aye.

24 TRUSTEE ROBBINS: Aye.

25 TRUSTEE MARTILOTTA: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 MAYOR HUBBARD: Opposed?

3 (No response.)

4 MAYOR HUBBARD: Motion carried.

5 TRUSTEE PHILLIPS: Resolution

6 06-2016-25.

7
8 Resolution scheduling a public
9 hearing for 7:00 p.m. on July 28, 2016
10 at the Third Street Firehouse, Third
11 and South Street, Greenport, New York
12 11944 regarding the wetlands permit
13 application as submitted by Elmer
14 Tuthill to construct a
15 20-foot-by-30-foot in-ground pool
16 landward of an existing bulkhead on the
17 property at 129 Bay Avenue, Greenport,
18 New York 11944, and directing Clerk
19 Pirillo to notice the public hearing
20 accordingly.

21 So moved.

22 TRUSTEE ROBERTS: Second.

23 MAYOR HUBBARD: All in favor?

24 TRUSTEE ROBERTS: Aye.

25 TRUSTEE ROBBINS: Aye.

1 TRUSTEE MARTILOTTA: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 MAYOR HUBBARD: Opposed?

4 (No response.)

5 MAYOR HUBBARD: Motion carried.

6 TRUSTEE ROBERTS: Resolution

7 06-2016-26.

8 Resolution scheduling a public
9 hearing for July 28, 2016 at 7:00 p.m.
10 at the Third Street Firehouse, Third
11 and South Streets, Greenport, New York
12 11944 regarding a local law proposing
13 amendments to Chapter 103, Rental
14 Properties, of the Village of Greenport
15 Code, and directing Clerk Pirillo to
16 notice the public hearing accordingly.
17

18 TRUSTEE ROBBINS: Second.

19 TRUSTEE ROBERTS: Question, if I
20 may?

21 MAYOR HUBBARD: Yes.

22 TRUSTEE ROBERTS: So at some
23 point, we have to get a draft out to
24 the public in advance of this hearing;
25 do you have any idea timing or process?

1
2 ATTORNEY PROKOP: It will be
3 available sometime in advance of the
4 work session.

5 TRUSTEE ROBERTS: Advance of the
6 work session.

7 ATTORNEY PROKOP: If that's
8 agreeable with the Board.

9 TRUSTEE PHILLIPS: Wait a minute.
10 I thought we discussed at the work
11 session that we were all going to send
12 in our thoughts to you before it was
13 going to be constructed. I started to
14 do my own draft of what I think should
15 be created, so --

16 MAYOR HUBBARD: Take everybody's
17 comments and put them together and try
18 to come up with a consensus of what we
19 want to do.

20 TRUSTEE PHILLIPS: Right.

21 MAYOR HUBBARD: So if everybody
22 can, you know, within the next week get
23 the comments to the Clerk's office,
24 distribute to the Village Attorney so
25 he can put together everybody's

1
2 thoughts so we have that, so we have
3 something that we can read, agree upon
4 and then put it out there and have a
5 public hearing on that.

6 TRUSTEE ROBERTS: Thank you.

7 ATTORNEY PROKOP: Thank you.

8 MAYOR HUBBARD: Any other
9 discussion?

10 (No response.)

11 MAYOR HUBBARD: All in favor?

12 TRUSTEE ROBERTS: Aye.

13 TRUSTEE ROBBINS: Aye.

14 TRUSTEE MARTILOTTA: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 MAYOR HUBBARD: Opposed?

17 (No response.)

18 MAYOR HUBBARD: Motion carried.

19 TRUSTEE ROBBINS: Resolution
20 06-2016-27.

21 Resolution approving the lease
22 renewal proposal between the Village of
23 Greenport and AT&T, and authorizing
24 Mayor Hubbard to sign any requisite
25 corresponding paperwork.

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So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBBINS: Aye.

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

MAYOR HUBBARD: Opposed?

(No response.)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: Resolution
06-2016-28.

Resolution approving the lease
renewal proposal between the Village of
Greenport and Verizon Wireless and
authorizing Mayor Hubbard to sign any
requisite corresponding paperwork.

So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBBINS: Aye.

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

1 MAYOR HUBBARD: Opposed?

2 (No response.)

3 MAYOR HUBBARD: Motion carried.

4 TRUSTEE PHILLIPS: Resolution

5 06-2016-29.

6 Resolution awarding the bid for
7 Contractor Services to Stanley F.
8 Skrezec, the lowest bidder per the bid
9 opening on June 13, 2016; and further
10 authorizing Mayor Hubbard to sign the
11 corresponding contract between the
12 Village of Greenport and Stanley F.
13 Skrezec.
14

15 So moved.

16 TRUSTEE ROBERTS: Second.

17 MAYOR HUBBARD: All in favor?

18 TRUSTEE ROBERTS: Aye.

19 TRUSTEE ROBBINS: Aye.

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 MAYOR HUBBARD: Opposed?

23 (No response.)

24 MAYOR HUBBARD: Motion carried.

25 TRUSTEE ROBERTS: Resolution

1
2 06-2016-30.

3 Resolution creating the position
4 of clerk typist for the Village of
5 Greenport, a competitive Civil Service
6 title, and authorizing the canvassing
7 and interviewing of candidates to fill
8 the full-time clerk typist position.

9 So moved.

10 TRUSTEE ROBBINS: Second.

11 TRUSTEE ROBERTS: Question,
12 please.

13 MAYOR HUBBARD: Sure.

14 TRUSTEE ROBERTS: To whom is this
15 position reporting?

16 MAYOR HUBBARD: This person will
17 be reporting to, we had it set up with
18 the Village Clerk, I believe, yes.

19 TRUSTEE ROBERTS: Is this not the
20 clerk that's supposed to be supporting
21 the Planning, Zoning, HPC Boards, it's
22 supporting the Building Department.

23 MAYOR HUBBARD: Yes, it is.

24 TRUSTEE ROBERTS: Why isn't this
25 person reporting in to Mr. Pallas or

1
2 someone in the Building Department?

3 TRUSTEE PHILLIPS: Because in all
4 honesty, the Village Clerk is
5 responsible for the agendas of all the
6 boards, so this person would be working
7 under her in concert with Mr. Pallas
8 and the Board chairpeople, so that's --
9 and as the Village Clerk is under Paul
10 Pallas' Supervision, I would assume
11 that that's how it all would go.

12 Please remember the Village Clerk is
13 legally responsible for all the agendas
14 that are created by all the boards, not
15 just the Village Board, she's
16 responsible, she or he is responsible
17 for the Planning Board, for the Zoning
18 Board and for our board as well.

19 MAYOR HUBBARD: We had a joint
20 meeting with the Village Administrator,
21 Village Clerk, the Village Attorney and
22 myself to talk about how this is all
23 going to work out, what we're going to
24 do with it, that's the way we -- the
25 consensus of the four of us in the room

1
2 was to start it this way, if we need to
3 make amendments to it, or change where
4 it's going to be, you know, change
5 demand on it, we felt that's the
6 easiest way because all the legal
7 notices, the agendas and everything
8 else is gonna be handled there, plus
9 this person will be at the meetings
10 with transcripts and other stuff like
11 that, and that's all the stuff, the
12 information that's coming from the
13 Clerk's office. We can modify that
14 when we get a senior building
15 inspector, if we decide things are
16 gonna be done differently, we can
17 change that, but for the time being to
18 get this moving, that's where we figure
19 we'd do it.

20 TRUSTEE ROBERTS: So we discussed
21 several months ago, we had at that
22 time, it was a temporary or part-time
23 resource and he was divided one-third
24 between treasurer, clerk, and building,
25 and it's not my impression that there

1
2 was ever any time spent on building, so
3 my concern is just that this -- we have
4 a -- I believe we have a real challenge
5 before us right now with how long it
6 takes us to process applications. In
7 some cases we're overloaded, we have
8 had the highest number, we've all seen
9 the numbers, the Building Department,
10 Paul reports to us the Building
11 Department is under a heavy load. We
12 need to --

13 MAYOR HUBBARD: Yes.

14 TRUSTEE ROBERTS: So if this
15 resource doesn't ease that, than I'm
16 going to, you know, we'll have another
17 discussion.

18 MAYOR HUBBARD: This person is
19 going to be working strictly with the
20 Building Department doing the records
21 and that stuff there. This is not a
22 new person to be working on other stuff
23 in the Clerk's office or whatever, it's
24 just a matter to manage what's going on
25 with it and everything else. When the

1
2 building inspector is out on the road
3 doing something, this person needs
4 guidance in Village Hall on what
5 they're supposed to be doing and all
6 legal notices and everything else,
7 agendas come back to the Clerk's
8 office, so when they do the agenda
9 they're gonna be, here's the agenda
10 back from the attorney and from the
11 Board, it's gonna go to the Clerk and
12 she's gonna post it.

13 TRUSTEE ROBERTS: And this will
14 free up the building inspector to spend
15 more time inspecting buildings?

16 MAYOR HUBBARD: Yes.

17 TRUSTEE ROBERTS: Okay.

18 MAYOR HUBBARD: That's where we're
19 heading with it. We may have to modify
20 it, but that is the intention of the
21 meeting we had. We talked for an
22 hour-and-a-half just how we gonna do
23 this, where is this person gonna fit in
24 and that is what we came up as the best
25 solution for the time being.

1 TRUSTEE ROBERTS: Paul, you're on
2 board?

3 MR. PALLAS: Yes. Absolutely.

4 TRUSTEE ROBERTS: Okay. Thank
5 you.

6 MAYOR HUBBARD: Any other
7 discussion?

8 (No response.)

9 MAYOR HUBBARD: All in favor?

10 TRUSTEE ROBERTS: Aye.

11 TRUSTEE ROBBINS: Aye.

12 TRUSTEE MARTILOTTA: Aye.

13 TRUSTEE PHILLIPS: Aye.

14 MAYOR HUBBARD: Opposed?

15 (No response.)

16 MAYOR HUBBARD: Motion carried.

17 TRUSTEE ROBBINS: Resolution
18 06-2016-31.

19 Resolution authorizing Mayor
20 Hubbard to execute the attached
21 inter-municipal agreement between the
22 Town of Southold and the Village of
23 Greenport regarding Records Management
24 Shared Services.
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So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBBINS: Aye.

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

MAYOR HUBBARD: Opposed?

(No response.)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: Resolution
06-2016-32.

Resolution establishing a period
of amnesty through August 18, 2016 from
the payment of penalties on parking
tickets issued in the Village of
Greenport prior to January 1, 2016.

So moved.

TRUSTEE PHILLIPS: Second.

TRUSTEE ROBERTS: Question.

MAYOR HUBBARD: Sure.

TRUSTEE ROBERTS: I'm sorry, this
didn't come up at work session, can
somebody just give me the short of it?

1
2 MAYOR HUBBARD: What happened when
3 we were working on the new process with
4 the tickets and everything else with
5 Southold Town Court, Southold Town is
6 doing this for their own tickets at
7 this time right now, and these are
8 tickets that go from as far back as
9 1992 to 2015 that the Village Attorney
10 has sent letters out, hasn't had
11 responses back, to start with a clean
12 slate of where we're going forward to
13 try to offer the amnesty the same as
14 Southold Town is doing so we're using
15 the same people that they're using now
16 moving forward to clear up all the
17 backlog of all the tickets.

18 TRUSTEE ROBERTS: So it's free?

19 MAYOR HUBBARD: No. You don't
20 have to pay the penalty, you still pay
21 the ticket.

22 TRUSTEE ROBERTS: The late fee.

23 MAYOR HUBBARD: Yes.

24 TRUSTEE ROBERTS: Thank you.

25 MAYOR HUBBARD: The late fee, you

1 know, anything else that's added on, if
2 you didn't pay your \$75 ticket, it's
3 ten years old, you're free and clear
4 and the Court asked us to do something,
5 what do we want to do with these old
6 tickets, and that was the
7 recommendation from the Court.
8

9 TRUSTEE ROBERTS: Thanks.

10 ATTORNEY PROKOP: Thank you,
11 Mayor.

12 This came out in a discussion that
13 was heard in court the day following
14 the work session and that was, I didn't
15 anticipate but it was a request by the
16 Court that occurred the day after the
17 work session, that's why it wasn't
18 mentioned at the work session.

19 TRUSTEE ROBERTS: Thank you.

20 MAYOR HUBBARD: Any other
21 discussion?

22 (No response.)

23 MAYOR HUBBARD: All in favor?

24 TRUSTEE ROBERTS: Aye.

25 TRUSTEE ROBBINS: Aye.

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TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

MAYOR HUBBARD: Opposed?

(No response.)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: Resolution

06-2016-33.

Resolution appointing Linda Gordon
and Amy Worth to the Village of
Greenport Improvement Committee.

So moved.

TRUSTEE ROBERTS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBBINS: Aye.

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

MAYOR HUBBARD: Opposed?

(No response.)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBERTS: Resolution

06-2016-34.

Resolution appointing Steven Bull
to the Historic Preservation

1
2 Commission, effective June 23, 2016 to
3 fill the unexpired portion of the term
4 of Frank Uellendahl, which expires on
5 April 1, 2017.

6 So moved.

7 TRUSTEE ROBBINS: Second.

8 MAYOR HUBBARD: All in favor?

9 TRUSTEE ROBERTS: Aye.

10 TRUSTEE ROBBINS: Aye.

11 TRUSTEE MARTILOTTA: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 MAYOR HUBBARD: Opposed?

14 (No response.)

15 MAYOR HUBBARD: Motion carried.

16 TRUSTEE ROBBINS: Resolution

17 06-2016-35.

18 Resolution rescinding resolution

19 06-2015-28 from the June 25, 2015

20 regular meeting of the Board of

21 Trustees and further authorizing the

22 use of the unspent \$8,000 for the

23 payment of staff at the Old School

24 House for the purpose of having the Old

25 School House open from 11:00 a.m.

1 through 5:00 p.m. on Saturdays and
2
3 Sundays, beginning on June 25, 2016 and
4 ending on September 6, 2016.

5 So moved.

6 TRUSTEE MARTILOTTA: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE ROBERTS: Aye.

9 TRUSTEE ROBBINS: Aye.

10 TRUSTEE MARTILOTTA: Aye.

11 TRUSTEE PHILLIPS: Aye.

12 MAYOR HUBBARD: Opposed?

13 (No response.)

14 MAYOR HUBBARD: Motion carried.

15 TRUSTEE PHILLIPS: Mayor, may I
16 just make a comment?

17 We as a committee open the
18 schoolhouse on Saturday for a bids
19 culture day, it was very well received
20 so they're excited, the committee is
21 excited and looking forward to creating
22 some events and display to go in the
23 schoolhouse so thank you very much for
24 passing the resolution.

25 MAYOR HUBBARD: Okay. Thank you.

1 TRUSTEE MARTILOTTA: Resolution
2
3 06-2016-36.

4 Resolution approving all checks
5 for fiscal year 2015/2016 per the
6 voucher summary report dated June 17,
7 2016, in the total amount of
8 \$170,982.92 consisting of all regular
9 checks in the amount of \$169,166.74,
10 and all prepaid checks, including wire
11 transfers, in the amount of \$1,816.18.

12 So moved.

13 TRUSTEE PHILLIPS: Second.

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE ROBERTS: Aye.

16 TRUSTEE ROBBINS: Aye.

17 TRUSTEE MARTILOTTA: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 MAYOR HUBBARD: Opposed?

20 (No response.)

21 MAYOR HUBBARD: Motion carried.

22 TRUSTEE PHILLIPS: Resolution
23 06-2016-37.

24 Resolution approving all checks
25 for fiscal year 2016/2017 per the

1
2 voucher summary report dated June 17,
3 2016, in the total amount of
4 \$287,205.80 consisting of all regular
5 checks in the amount of \$256,892.69,
6 and all prepaid checks, including wire
7 transfers, in the amount of \$30,313.11.

8 So moved.

9 TRUSTEE ROBERTS: Second.

10 MAYOR HUBBARD: All in favor?

11 TRUSTEE ROBERTS: Aye.

12 TRUSTEE ROBBINS: Aye.

13 TRUSTEE MARTILOTTA: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 MAYOR HUBBARD: Opposed?

16 (No response.)

17 MAYOR HUBBARD: Motion carried.

18 I'll offer Resolution number
19 06-2016-38.

20 Resolution scheduling a public
21 hearing for 7:00 p.m. on July 28, 2016
22 at the Third Street Firehouse, Third
23 and South Streets, Greenport, New York
24 11944 regarding a proposed amendment to
25 Chapter 132, Vehicle and Traffic,

1
2 Section 49, Schedule 11 of the Village
3 of Greenport Code and directing Clerk
4 Pirillo to notice the public hearing
5 accordingly.

6 So moved.

7 TRUSTEE MARTILOTTA: Second.

8 MAYOR HUBBARD: All in favor?

9 TRUSTEE ROBERTS: Aye.

10 TRUSTEE ROBBINS: Aye.

11 TRUSTEE MARTILOTTA: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 MAYOR HUBBARD: Opposed?

14 (No response.)

15 MAYOR HUBBARD: Motion carried.

16 I'll offer a motion to adjourn at
17 8:46.

18 TRUSTEE PHILLIPS: Second.

19 MAYOR HUBBARD: All in favor?

20 TRUSTEE ROBERTS: Aye.

21 TRUSTEE ROBBINS: Aye.

22 TRUSTEE MARTILOTTA: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 MAYOR HUBBARD: Opposed?

25 (No response.)

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Proceedings - 6-23-16 123
MAYOR HUBBARD: We are adjourned.
Thank you all for coming.
(Time noted: 8:46 p.m.)

C E R T I F I C A T E

I, STEPHANIE O'KEEFFE, a shorthand reporter and Notary Public within and for the State of New York, do hereby certify:

That the within proceedings is a true and accurate record of the stenographic notes taken by me.

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

IN WITNESS WHEREOF, I have hereunto set my hand to this 23rd day of June, 2015.

Stephanie O'Keeffe

STEPHANIE O'KEEFFE

ATTORNEY PROKOP: [7] 17/2 42/7 70/9
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MR. NELSON: [2] 10/12 33/5
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June 23, 2016 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

MARY BESS PHILLIPS

DOUGLAS W. ROBERTS

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

- o Marghretta Ehrenson

ANNOUNCEMENTS

- o The 2016 Dances in the Park program begins at 7:30 p.m. on July 4th.
- o The Village Offices will be closed on the July 4, 2016, in celebration of Independence Day.
- o The annual Fire Department Carnival will be held from June 30, 2016 through July 4, 2016, with fireworks scheduled for July 2, 2016 and July 4, 2016.
- o The annual Skate Park Festival is scheduled for noon through 5 p.m. on July 24, 2016.
- o Thank you to Diana Van Buren for her time and efforts in helping to beautify the Village, by weeding and planting at Tuthill Park and at the welcome sign on the Main Road.

LIQUOR LICENSE APPLICATIONS

- o New application received from Aldo's (Liquor, wine, beer and cider / Recorded music)
- o New application received from Crazy Beans (Liquor, wine, beer and cider)

CONTINUED PUBLIC HEARING(S)

- o Proposed local law regarding making Wiggins Street a two-way street

PUBLIC HEARINGS

- o Proposed local law amending Chapter 65 (Fire Prevention and Building Construction)

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 06-2016-1**

RESOLUTION adopting the June 2016 agenda as printed.

RESOLUTION # 06-2016-2

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 # 06-2016-3**

RESOLUTION accepting the bid as submitted by Cars Unlimited of Suffolk for the purchase of two (2) 2016 Chevrolet Tahoes, at a total price of \$ 104,388 per the bid opening on May 26, 2016; and authorizing Mayor Hubbard to execute the corresponding contract between Cars Unlimited of Suffolk and the Village of Greenport.

VILLAGE ADMINISTRATOR**RESOLUTION # 06-2016-4**

RESOLUTION ratifying the hiring of: Justin Reh, Kyle Strovink, Troy Reh, Anthony DeVito, and Brendan Flinter as seasonal Park Attendants/Carousel employees for the Village of Greenport at an hourly pay rate of \$ 9.00 effective June 13, 2016.

RESOLUTION # 06-2016-5

RESOLUTION ratifying the re-hiring of John Thomsen as a seasonal Park Attendant at an hourly pay rate of \$ 10.00, effective May 18, 2016.

RESOLUTION # 06-2016-6

RESOLUTION ratifying the hiring of Ashley Marrone as a seasonal Camp Counselor at an hourly pay rate of \$ 10.00, effective June 17, 2016.

RESOLUTION # 06-2016-7

RESOLUTION ratifying the hiring of Madison Hilton as a seasonal Life Guard at an hourly pay rate of \$ 15.00, effective June 21, 2016.

RESOLUTION # 06-2016-8

RESOLUTION ratifying the hiring of Brennan Strovink as a seasonal Park Attendant at an hourly pay rate of \$ 9.00, effective June 13, 2016.

RESOLUTION # 06-2016-9

RESOLUTION awarding the bid to install a comprehensive fire and carbon monoxide alarm system for the Village of Greenport Power Plant to Alarm-Tech Security Systems, Inc., per the bid opening on May 26, 2016, at a total cost of \$ 111,000; to be expensed from account E.0352.205 (Transmission Sub-Station Equipment), and further authorizing Mayor Hubbard to sign the corresponding contract between the Village of Greenport and Alarm-Tech Security Systems, Inc.

RESOLUTION # 06-2016-10

RESOLUTION awarding the bid to install automatic and manual sliding entry gates for the Village of Greenport Power Plant to Reliable Fence and Supply Company, the lowest bidder, per the bid opening on May 26, 2016, at a total cost of \$37,875.00 to be expensed from account E.0352.205 (Transmission Sub-Station Equipment) and further authorizing Mayor Hubbard to sign the corresponding contract between the Village of Greenport and Reliable Fence and Supply Company.

RESOLUTION # 06-2016-11

RESOLUTION designating the following as seasonal employees:

Venessa Brooks, Viola Mason, Donna Koster, Carol Schott, Joann Fischer, Irma Lekkas, Angelica Klavas, Jordyn Maichin, George Pope, Gabriela Pope, Emelia Jacobi, Elijah Smith, Reginald Miller, Remi Drokoski, Joanne Jackson, Christy Revell, Sarah Doherty, Elizabeth Powe, Fiona Faherty, Shawn Peterson, Tristan Mangham, Brian Hallock, Everett Nichols, Gus Klavas, Sean Cary, Brian Doherty, Vincent Controne, Sophie Jacobs, Walker Sutton, Jason Iannone, Christopher Lull, and Tyler LaMorte.

RESOLUTION # 06-2016-12

RESOLUTION requesting the hiring of Angelia Gagnon as a seasonal Camp Counselor/Carousel employee at an hourly rate of \$ 9.00 per hour, effective June 27, 2016.

RESOLUTION # 06-2016-13

RESOLUTION requesting the hiring of Sean Gambaiani as a seasonal Camp Counselor/Carousel employee at an hourly pay rate of \$9.00 per hour, effective June 27, 2016.

RESOLUTION # 06-2016-14

RESOLUTION approving an increase in the hourly wage rate of Margaret DeVito from \$ 22.42 to \$ 25.17, effective May 15, 2016; pursuant to Article VII (Salaries and Compensation), Section 9(a) - Merit Clause - of the current collective bargaining agreement in force between the Village of Greenport and CSEA Local 1000.

RESOLUTION # 06-2016-15

RESOLUTION approving the title of Chief Wastewater Treatment Plant Operator for Adam Hubbard, effective July 30, 2016 and further approving an increase in the hourly wage rate of Adam Hubbard from \$ 28.56 to \$ 31.00; pursuant to Article VII (Salaries and Compensation), Section 9(a) - Merit Clause - of the current collective bargaining agreement in force between the Village of Greenport and CSEA Local 1000; and further approving an increase in the hourly wage rate of Adam Hubbard from \$ 31.00 to \$ 33.43 effective January 31, 2017 following a positive performance review outcome as determined by Village Administrator Pallas.

VILLAGE TREASURER**RESOLUTION # 06-2016-16**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 3446, for year-end housekeeping in the General Fund, and directing that Budget Amendment # 3446 be included as part of the formal meeting minutes for the June 23, 2016 regular meeting of the Board of Trustees.

RESOLUTION # 06-2016-17

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 3447, for year-end housekeeping for the Fire Department, and directing that Budget Transfer # 3447 be included as part of the formal meeting minutes for the June 23, 2016 regular meeting of the Board of Trustees.

RESOLUTION # 06-2016-18

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 3457, for year-end housekeeping for the Enterprise Funds, and directing that Budget Transfer # 3457 be included as part of the formal meeting minutes for the June 23, 2016 regular meeting of the Board of Trustees.

VILLAGE CLERK**RESOLUTION # 06-2016-19**

RESOLUTION accepting with regret the resignation of Frank Uellendahl as the Chairperson of the Historic Preservation Commission, and also as a member of the Historic Preservation Commission, effective June 7, 2016.

RESOLUTION # 06-2016-20

RESOLUTION approving the request of the Greenport Fire Department to use a portion of the Fifth Street Beach/Park from 9 a.m. through 6 p.m. on July 30, 2016 for the annual Fire Department Picnic.

RESOLUTION # 06-2016-21

RESOLUTION approving the payment of \$ 40 per rounding board, for a total of \$ 560, to Kathleen Bifulco, for photographing of each of the 14 completely painted Carousel rounding boards.

RESOLUTION # 06-2016-22

RESOLUTION rejecting all proposals as received for the Harbor/Marina Manager position per the bid opening on May 9, 2016, and directing Clerk Pirillo to re-notice the Request for Proposals, with revised and updated specifications.

RESOLUTION # 06-2016-23

RESOLUTION ratifying the hiring of Gregory Morris as a part-time Parking Code Enforcement Officer, at an hourly pay rate of \$ 20.00, effective June 16, 2016.

RESOLUTION # 06-2016-24

RESOLUTION scheduling a public hearing for 7:00 p.m. July 28, 2016 at the Third Street Firehouse, Third and South Streets, Greenport, New York, 11944 regarding the wetlands permit application as submitted by Stephen Bull to raise the building at 24 Beach Road, Greenport, New York, 11944; install the appropriate piling foundation, lower the structure onto the new foundation, make repairs to the frame as needed; and then proceed with new construction to replace the removed items and add an additional 241 square feet of living area; and directing Clerk Pirillo to notice the public hearing accordingly.

RESOLUTION # 06-2016-25

RESOLUTION scheduling a public hearing for 7:00 p.m. on July 28, 2016 at the Third Street Firehouse, Third and South Street, Greenport, New York, 11944 regarding the Wetlands permit application as submitted by Elmer Tuthill to construct a 20' X 30' in-ground pool landward of an existing bulkhead on the property at 129 Bay Avenue, Greenport, New York, 11944; and directing Clerk Pirillo to notice the public hearing accordingly.

RESOLUTION # 06-2016-26

RESOLUTION scheduling a public hearing for July 28, 2016 at 7:00 p.m. at the Third Street Firehouse, Third and South Streets, Greenport, NY, 11944 regarding a local law proposing amendments to Chapter 103 (Rental Properties) of the Village of Greenport Code, and directing Clerk Pirillo to notice the public hearing accordingly.

RESOLUTION # 06-2016-27

RESOLUTION approving the lease renewal proposal between the Village of Greenport and AT&T, and authorizing Mayor Hubbard to sign any requisite corresponding paperwork.

RESOLUTION # 06-2016-28

RESOLUTION approving the lease renewal proposal between the Village of Greenport and Verizon Wireless and authorizing Mayor Hubbard to sign any requisite corresponding paperwork.

RESOLUTION # 06-2016-29

RESOLUTION awarding the bid for Contractor Services to Stanley F. Skrezec, the lowest bidder, per the bid opening on June 13, 2016; and further authorizing Mayor Hubbard to sign the corresponding contract between the Village of Greenport and Stanley F. Skrezec.

RESOLUTION # 06-2016-30

RESOLUTION creating the position of Clerk Typist for the Village of Greenport - a competitive Civil Service title - and authorizing the canvassing and interviewing of candidates to fill the full-time Clerk Typist position.

RESOLUTION # 06-2016-31

RESOLUTION authorizing Mayor Hubbard to execute the attached Inter-Municipal Agreement between the Town of Southold and the Village of Greenport regarding Records Management Shared Services.

VILLAGE ATTORNEY**RESOLUTION # 06-2016-32**

RESOLUTION establishing a period of amnesty through August 18, 2016 from the payment of penalties on parking tickets issued in the Village of Greenport prior to January 1, 2016.

MAYOR**RESOLUTION # 06-2016-33**

RESOLUTION appointing Linda Gordon and Amy Worth to the Village of Greenport Improvement Committee.

RESOLUTION # 06-2016-34

RESOLUTION appointing Steven Bull to the Historic Preservation Commission, effective June 23, 2016; to fill the unexpired portion of the term of Frank Uellendahl, which expires on April 1, 2017.

BOARD OF TRUSTEES**RESOLUTION # 06-2016-35**

RESOLUTION rescinding resolution # 06-2015-28 from the June 25, 2015 regular meeting of the Board of Trustees; and further authorizing the use of the unspent \$ 8,000 for the payment of staff at the Old School House, for the purpose of having the Old School House open from 11:00 a.m. through 5:00 p.m. on Saturdays and Sundays, beginning on June 25, 2016 and ending on September 6, 2016.

VOUCHER SUMMARY**RESOLUTION # 06-2016-36**

RESOLUTION approving all checks for Fiscal Year 2015/2016 per the Voucher Summary Report dated June 17, 2016, in the total amount of \$170,982.92 consisting of:

- o All regular checks in the amount of \$ 169,166.74, and
- o All prepaid checks (including wire transfers) in the amount of \$ 1,816.18

RESOLUTION # 06-2016-37

RESOLUTION approving all checks for Fiscal Year 2016/2017 per the Voucher Summary Report dated June 17, 2016, in the total amount of \$ 287,205.80 consisting of:

- o All regular checks in the amount of \$ 256,892.69, and
- o All prepaid checks (including wire transfers) in the amount of \$ 30,313.11.

**BOARD OF TRUSTEES
VILLAGE OF GREENPORT
NOTICE OF PUBLIC HEARING ON A PROPOSED LOCAL LAW OF 2016
AMENDING CHAPTER 65
(FIRE PREVENTION AND BUILDING CONSTRUCTION)
OF THE VILLAGE OF GREENPORT CODE**

PLEASE TAKE NOTICE that the Board of Trustees of the Village of Greenport will conduct a Public Hearing on Thursday, June 23, 2016 at 7:00 p.m. at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944 regarding a proposed local law of 2016 amending Chapter 65 (Fire Prevention and Building Construction), of the Village of Greenport Code.

The purpose and subject of the proposed local law is to incorporate the Uniform Codes of New York State and the 2015 International Code, and to include the model building code recommended by New York State as the building code of the Village of Greenport.

The title of the local law is "Local Law of 2016 – A Local Law amending Chapter 65 – of the Village of Greenport Code – Fire Prevention and Building Construction".

Any interested party will be heard at the public hearing.

BY ORDER OF THE VILLAGE OF GREENPORT BOARD OF TRUSTEES
Sylvia Lazzari Pirillo, RMC
Village Clerk

1x: 06/09/2016
2 Copies of Affidavit Required

June 1, 2016

LOCAL LAW NO. OF THE YEAR 2016
AMENDING CHAPTER 65 BUILDING CONSTRUCTION
OF THE GREENPORT VILLAGE CODE

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

Section 1.0 Enactment, Effective Date, Purpose and Intent of Local Law.

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 Chapter 65 of the Greenport Village Code

3.0 Severability.

1.1 Title.

This Local Law shall be entitled "Local Law of 2016 Amending Chapter 65 Building Construction of the Greenport Village Code.

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 2016, 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 within 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 Chapter is to amend Chapter 65 Building Construction to provide for the administration and enforcement of the Uniform Fire Prevention and Construction Code (the Uniform Code) and the State Energy Conservation Construction Code (the Energy Code) in the Village of Greenport.

2.0 General Provisions.

2.1 Chapter 65 of the Greenport Village Code is hereby amended to read as follows:

“SECTION 65-1 PURPOSE AND INTENT

This local law provides for the administration and enforcement of the Uniform Fire Prevention and Building Code (the Uniform Code) and the State Energy Conservation Construction Code (the Energy Code) in the Village of Greenport.

SECTION 65-2. DEFINITIONS

In this Chapter the following definitions and any other applicable definitions from the Uniform Code shall apply:

“Building Permit” shall mean a permit issued pursuant to this Chapter. The term “Building Permit” shall also include a Building Permit which is renewed, amended or extended pursuant to any provision of this Chapter.

“Certificate of Occupancy” and or “Certificate of Compliance” shall mean a certificate issued pursuant to this Chapter.

“Code Enforcement Officer” shall mean the Code Enforcement Officer that is appointed pursuant to this Chapter. For purposes of the application and enforcement of this Chapter, the Village Building Inspector who has full required State certification to serve as a Code Enforcement Officer shall also be a Code Enforcement Officer.

“Code Enforcement Personnel” shall include the Code Enforcement Officer, Building Inspector, and all Inspectors of the Village of Greenport.

“Compliance Order” shall mean an order issued by the Code Enforcement Officer pursuant to this Chapter.

“Energy Code” shall mean the State Energy Conservation Construction Code, as currently in effect and as hereafter amended from time to time.

“Inspector” shall mean an inspector appointed pursuant to this Chapter.

“Operating Permit” shall mean a permit issued pursuant to this Chapter. The term “Operating Permit” shall also include an Operating Permit which is renewed, amended or extended pursuant to any provision of this Chapter.

“Permit Holder” shall mean the Person or entity to whom a Building Permit has been issued.

“Person” shall include an individual, corporation, limited liability company, partnership, limited partnership, business trust, estate, trust, association, or any other legal or commercial entity of any kind or description.

“Stop Work Order” shall mean an order issued pursuant to this Chapter.

“Temporary Certificate” shall mean a certificate issued pursuant to this Chapter.

“Uniform Code” shall mean the New York State Uniform Fire Prevention and Building Code, as currently in effect and as hereafter amended from time to time.

“Village” shall mean the Village of Greenport.

SECTION 65-3 Building Inspector, Code Enforcement Officer and Inspectors

SECTION 65-3(A) Building Inspector

1. Appointment; The Building Inspector of the Village of Greenport shall be duly appointed by the Greenport Village Board of Trustees.

2. Qualifications; The Building Inspector of the Village of Greenport shall be Certified as a New York State Code Enforcement Officer and shall have the qualifications otherwise required under New York State and County regulations for the position of Building Inspector.

3. Building Inspector as Code Enforcement Officer; The Building Inspector shall also be and shall serve as a Code Enforcement Officer of the Village of Greenport.

§65-3(B) Building Inspector Authority and Duties;

It shall be the authority and duty of the Building Inspector;

1. to enforce the provisions of the Uniform Code in the Village of Greenport, and this Chapter and of all rules, conditions and requirements adopted or specified pursuant thereto.

2. to receive, review, and approve or disapprove applications for Building Permits, Certificates of Occupancy and Certificates of Compliance, Temporary

Certificates and Operating Permits, and the plans, specifications and construction documents submitted with such applications;

3. upon approval of such applications, to issue Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates and Operating Permits, and to include in Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates and Operating Permits such terms and conditions as the Code Enforcement Officer may determine to be appropriate;

4. to conduct construction inspections, inspections to be made prior to the issuance of Certificates of Occupancy, Certificates of Compliance, Temporary Certificates and Operating Permits, fire safety and property maintenance inspections, inspections incidental to the investigation of complaints, and all other inspections required or permitted under any provision of this local law;

5. to issue Stop Work Orders;

6. to review and investigate complaints and to maintain records, open to the public, of every complaint of a violation of the provisions of the Uniform Code and this Chapter, as well as action taken as a result of such complaints of a violation. ;

7. to issue orders pursuant to this Chapter.

8. to maintain records;

9. to collect fees as set by the Board of Trustees of the Village of Greenport;

10. to pursue administrative enforcement actions and proceedings;

11. in consultation with the Greenport Village Attorney, to pursue such legal actions and proceedings as may be necessary to enforce the Uniform Code, the Energy Code and this Chapter, or to abate or correct conditions not in compliance with the Uniform Code, the Energy Code or this Chapter;

12. The Building Inspector shall have the right to enter any building or enter upon any land at any reasonable hour as necessary in the execution of their duties, provided that (i) the Building Inspector shall notify the owner and tenant before conducting any inspection; (ii) the Building Inspector or his duly authorized assistant(s) shall display identification, signed by the Village Clerk, upon commencing an inspection; and (iii) Inspections shall be commenced in the presence of the owner or his representative or the tenant.

13. The Building Inspector shall maintain files, open to the public, of all applications for certificates of occupancy and building permits along with plans submitted therewith, as well as final certificates and permits.

14. The Building Inspector shall submit to the Board of Trustees, for insertion in the Board minutes, a written report summarizing for each month all building permits and certificates of occupancy issued by him, as well as complaints of violations and action taken as a result of such complaints.

15. All applications to the Building Department, including but not limited to building permit applications, and zoning and Planning applications, shall include an affidavit of no conflict with any employee, consultant or officer of the Village of Greenport, and on any application where an employee, consultant or officer of the Village of Greenport has a conflict with an applicant for that reason, the employee, consultant or officer shall not review or participate in the application.

65-3(C) Code Enforcement Officer

1. Appointment; The Code Enforcement Officer of the Village of Greenport shall be duly appointed by the Greenport Village Board of Trustees.

2. Qualifications; The Code Enforcement Officer shall possess background experience related to building construction or fire prevention and shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training and other training as the State of New York shall require for code enforcement personnel, and the Code Enforcement Officer shall obtain certification from the State Fire Administrator pursuant to the Executive Law and the regulations promulgated thereunder.

3. One or more Inspectors may be appointed by the Board of Trustees to act under the supervision and direction of the Code Enforcement Officer and to assist the Code Enforcement Officer in the exercise of the powers and fulfillment of the duties conferred upon the Code Enforcement Officer by this Chapter and the Uniform Code.

4. The Building Inspector, with the required New York State certifications, shall have the authority to act as a Code Enforcement Officer.

§65-3(D) Code Enforcement Officer Duties and Authority:

The Code Enforcement Officer shall have the following Duties and Authority:

1. to conduct investigations of violations of the Greenport Village Code or the Uniform Fire Prevention and Construction Code.

2. To issue violations, notices of appearance, summonses, and informations regarding violations of the Greenport Village Code and the Uniform Fire Prevention and Construction Code.

3. Perform Fire and Safety Inspections and Rental Law Inspections.

SECTION 65-4. BUILDING PERMITS.

A. Building Permits Required. Except as otherwise provided in subdivision (b) of this section, a Building Permit shall be required for any work which must conform to the Uniform Code and/or the Energy Code, including, but not limited to, the construction, enlargement, alteration, improvement, removal, relocation or demolition of any building or structure or any portion thereof, and the installation of a solid fuel burning heating appliance, chimney or flue in any dwelling unit. No person shall commence any work for which a Building Permit is required without first having obtained a Building Permit from the Building Inspector.

B. Exemptions. No Building Permit shall be required for work in any of the following categories:

1. construction or installation of one story detached structures associated with one- or two-family dwellings or multiple single-family dwellings (townhouses) which are used for tool and storage sheds, playhouses or similar uses, provided the gross floor area does not exceed 144 square feet (13.88 square meters);
2. installation of swings and other playground equipment associated with a one- or two-family dwelling or multiple single-family dwellings (townhouses);
3. installation of swimming pools associated with a one- or two-family dwelling or multiple single-family dwellings (townhouses) where such pools are designed for a water depth of less than 24 inches and are installed entirely above ground;
4. installation of fences which are not part of an enclosure surrounding a swimming pool;
5. construction of retaining walls unless such walls support a surcharge or impound Class I, II or IIIA liquids;
6. construction of temporary motion picture, television and theater stage sets and scenery;
7. installation of window awnings supported by an exterior wall of a one- or two-family dwelling or multiple single-family dwellings (townhouses);
8. installation of partitions or movable cases less than 5'-9" in height;
9. painting, wallpapering, tiling, carpeting, or other similar finish work;
10. installation of listed portable electrical, plumbing, heating, ventilation or cooling equipment or appliances;

11. replacement of any equipment provided the replacement does not alter the equipment's listing or render it inconsistent with the equipment's original specifications; or

12. repairs, provided that such repairs do not involve (i) the removal or cutting away of a loadbearing wall, partition, or portion thereof, or of any structural beam or load bearing component; (ii) the removal or change of any required means of egress, or the rearrangement of parts of a structure in a manner which affects egress; (iii) the enlargement, alteration, replacement or relocation of any building system; or (iv) the removal from service of all or part of a fire protection system for any period of time.

13. Exemption not deemed authorization to perform non-compliant work. The exemption from the requirement to obtain a building permit for work in any category set forth in subdivision (b) of this section shall not be deemed an authorization for work to be performed in violation of the Uniform Code or the Energy Code.

C. Applications for Building Permits. Applications for a Building Permit shall be made in writing on a form provided by or otherwise acceptable to the Village of Greenport. The application shall be signed by the owner of the property where the work is to be performed or an authorized agent of the owner. The application shall include such information as the Building Inspector deems sufficient to permit a determination by the Building Inspector that the intended work complies with all applicable requirements of the Uniform Code and the Energy Code. The application shall include or be accompanied by the following information and documentation:

1. a description of the proposed work;
2. the tax map number and the street address of the premises where the work is to be performed;
3. the occupancy classification of any affected building or structure;
4. where applicable, a statement of special inspections prepared in accordance with the provisions of the Uniform Code; and
5. at least 2 sets of construction documents (drawings and/or specifications) which (i) define the scope of the proposed work; (ii) are prepared by a New York State registered architect or licensed professional engineer where so required by the Education Law; (iii) indicate with sufficient clarity and detail the nature and extent of the work proposed; (iv) substantiate that the proposed work will comply with the Uniform Code and the Energy Code; and (v) where applicable, include a site plan that shows any existing and proposed buildings and structures on the site, the location of any existing or proposed well or septic system, the location of the intended work, and the distances between the buildings and structures and the lot lines.

6. A no conflict and disclosure affidavit whereby the applicant swears under oath and penalties of perjury that there is none, or discloses any, past or present ownership, business or other relationship with any employee or official of the Village of Greenport.

E. Construction documents. Construction documents will not be accepted as part of an application for a Building Permit unless they satisfy the requirements set forth in this Section. Construction documents which are accepted as part of the application for a Building Permit shall be marked as accepted by the Building Inspector in writing or by stamp. One set of the accepted construction documents shall be retained by the Building Inspector, and one set of the accepted construction documents shall be returned to the applicant to be kept at the work site so as to be available for use by the Building Inspector. However, the return of a set of accepted construction documents to the applicant shall not be construed as authorization to commence work, nor as an indication that a Building Permit will be issued. Work shall not be commenced until and unless a Building Permit is issued.

F. Issuance of Building Permits. An application for a Building Permit shall be examined to ascertain whether the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code. The Building Inspector shall issue a Building Permit if the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code.

G. Building Permits to be displayed. Building permits shall be visibly displayed at the work site and shall remain visible until the authorized work has been completed.

H. Work to be in accordance with construction documents. All work shall be performed in accordance with the construction documents which were submitted with and accepted as part of the application for the Building Permit. The Building Permit shall contain such a directive. The Permit Holder shall immediately notify the Building Inspector of any change occurring during the course of the work. The Building Permit shall contain such a directive. If the Code Enforcement Officer determines that such change warrants a new or amended Building Permit, such change shall not be made until and unless a new or amended Building Permit reflecting such change is issued.

I. Time limits. Building Permits shall become invalid unless the authorized work is commenced within 6 months following the date of issuance. Building Permits shall expire 24 months after the date of issuance. A Building Permit which is expiring, or which has become invalid or expired pursuant to this subdivision may be renewed once upon application by the Permit Holder, payment of the applicable fee, and approval of the application by the Building Inspector. The renewal period shall be for 1 year and at the end of one year, the permit shall be expired and a new permit with a new fee and filing must be obtained. A building permit or expired building permit cannot be renewed for a period that is longer than 1 year from the expiration date of the building permit.

J. Revocation or suspension of Building Permits. If the Building Inspector or the Code Enforcement Officer determines that a Building Permit was issued in error because of incorrect, inaccurate or incomplete information, or that the work for which a Building Permit was issued violates the Uniform Code or the Energy Code, the Code Enforcement Officer shall revoke the Building Permit or suspend the Building Permit until such time as the Permit Holder demonstrates that (1) all work then completed is in compliance with all applicable provisions of the Uniform Code and the Energy Code and (2) all work then proposed to be performed shall be in compliance with all applicable provisions of the Uniform Code and the Energy Code.

K. Fee. The fee specified in or determined in accordance with the provisions set forth in section 16 (Fees) of this local law or as other provided in the Greenport Village Code or as the Board of Trustees may from time to time provide, must be paid at the time of submission of an application for a Building Permit, for an amended Building Permit, or for renewal of a Building Permit.

SECTION 65-5. CONSTRUCTION INSPECTIONS

A. Work to remain accessible and exposed. Work shall remain accessible and exposed until inspected and accepted by the Building Inspector. The Permit Holder shall notify the Building Inspector when any element of work described in subdivision (b) of this section is ready for inspection.

B. Elements of work to be inspected. The following elements of the construction process shall be inspected made, where applicable:

1. work site prior to the issuance of a Building Permit;
2. footing and foundation;
3. preparation for concrete slab;
4. framing;
5. building systems, including underground and rough-in;
6. fire resistant construction;
7. fire resistant penetrations;
8. solid fuel burning heating appliances, chimneys, flues or gas vents;
9. Energy Code compliance; and
10. a final inspection after all work authorized by the Building Permit has been completed.

(c) Inspection results. After inspection, the work or a portion thereof shall be noted as satisfactory as completed, or the Permit Holder shall be notified as to where the work fails to comply with the Uniform Code or Energy Code. Work not in compliance with any applicable provision of the Uniform Code or Energy Code shall remain exposed until such work shall have been brought into compliance with all applicable provisions of the Uniform Code and the Energy Code, reinspected, and found satisfactory as completed.

(d) Fee. The fee specified in or determined in accordance with the provisions set forth in section 16 (Fees) of this local law must be paid prior to or at the time of each inspection performed pursuant to this section.

SECTION 65-6. CERTIFICATES OF OCCUPANCY and CERTIFICATES OF COMPLIANCE

A. Certificates of Occupancy / Certificates of Compliance required. A Certificate of Occupancy or Certificate of Compliance shall be required for any work which is the subject of a Building Permit and for all structures, buildings, or portions thereof, which are converted from one use or occupancy classification or subclassification to another. Permission to use or occupy a building or structure, or portion thereof, for which a Building Permit was previously issued shall be granted only by issuance of a Certificate of Occupancy or Certificate of Compliance.

B. Issuance of Certificates of Occupancy or Certificates of Compliance. The Building Inspector shall issue a Certificate of Occupancy or Certificate of Compliance if the work which was the subject of the Building Permit was completed in accordance with all applicable provisions of the Uniform Code and Energy Code and, if applicable, that the structure, building or portion thereof that was converted from one use or occupancy classification or subclassification to another complies with all applicable provisions of the Uniform Code and Energy Code. The Building Inspector shall inspect the building, structure or work prior to the issuance of a [Certificate of Occupancy / Certificate of Compliance]. In addition, where applicable, the following documents, prepared in accordance with the provisions of the Uniform Code by such person or persons as may be designated by or otherwise acceptable to the Building Inspector, at the expense of the applicant for the [Certificate of Occupancy / Certificate of Compliance], shall be provided to the Building Inspector prior to the issuance of the Certificate of Occupancy or Certificate of Compliance:

1. a written statement of structural observations and/or a final report of special inspections, and
2. flood hazard certifications.

C. Contents of Certificates of Occupancy or Certificates of Compliance. A Certificate of Occupancy or Certificate of Compliance shall contain the following information:

1. The Building Permit number, if any;
2. The date of issuance of the Building Permit, if any;
3. The name, address and tax map number of the property;
4. If the Certificate of Occupancy or Certificate of Compliance is not applicable to an entire structure, a description of that portion of the structure for which the Certificate of Occupancy or Certificate of Compliance is issued;
5. the use and occupancy classification of the structure;
6. the type of construction of the structure;
7. the assembly occupant load of the structure, if any;
8. if an automatic sprinkler system is provided, a notation as to whether the sprinkler system is required;
9. any special conditions imposed in connection with the issuance of the Building Permit; and
10. the signature of the Building Inspector or Code Enforcement Officer issuing the Certificate of Occupancy / Certificate of Compliance and the date of issuance.

D. Temporary Certificate.

1. The Building Inspector shall be permitted to issue a Temporary Certificate allowing the temporary occupancy of a building or structure, or a portion thereof, where the work under a valid and current Building Permit is substantially completed, prior to completion of the work which is the subject of a Building Permit.

2. In no event shall the Building Inspector issue a Temporary Certificate unless the Building Inspector determines (1) that the building or structure, or the portion thereof covered by the Temporary Certificate, may be occupied safely, (2) that any fire- and smoke-detecting or fire protection equipment which has been installed is operational, and (3) that all required means of egress from the building or structure have been provided.

3. The Building Inspector may include in a Temporary Certificate such terms and conditions as he or she deems necessary or appropriate to ensure safety or to further the purposes and intent of the Uniform Code.

4. A Temporary Certificate shall be effective for a period of time, not to exceed 6 months, which shall be determined by the Building Inspector and specified in the Temporary Certificate. During the specified period of effectiveness of the Temporary Certificate, the Permit Holder shall undertake to bring the building or structure into full compliance with all applicable provisions of the Uniform Code and the Energy Code.

E. Revocation or suspension of certificates. If the Building Inspector determines that a [Certificate of Occupancy / Certificate of Compliance] or a Temporary Certificate was issued in error because of incorrect, inaccurate or incomplete information, and if the relevant deficiencies are not corrected to the satisfaction of the Building Inspector within such period of time as shall be specified by the Building Inspector, the Building Inspector shall revoke or suspend such certificate.

F. Fee. The fee specified in or determined in accordance with the provisions set forth in this Chapter must be paid at the time of submission of an application for a Certificate of Occupancy or Certificate of Compliance, or for Temporary Certificate.

SECTION 65-7. STOP WORK ORDERS.

A. Authority to issue. The Building Inspector is authorized to issue Stop Work Orders pursuant to this section to halt:

1. any work that is determined by the Building Inspector to be contrary to any applicable provision of the Uniform Code or Energy Code, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or

2. any work that is being conducted in a dangerous or unsafe manner in the opinion of the Building Inspector, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or

3. any work for which a Building Permit is required which is being performed without the required Building Permit, or under a Building Permit that has become invalid, has expired, or has been suspended or revoked.

B. Content of Stop Work Orders. Stop Work Orders shall (1) be in writing, (2) be dated and signed by the Code Enforcement Officer, (3) state the reason or reasons for issuance, and (4) if applicable, state the conditions which must be satisfied before work will be permitted to resume.

C. Service of Stop Work Orders. The Building Inspector shall cause the Stop Work Order, or a copy thereof, to be served on the owner of the affected property (and, if the owner is not the Permit Holder, on the Permit Holder) personally or by [registered mail / certified mail]. The Building Inspector shall be permitted, but not required, to cause the Stop Work Order, or a copy thereof, to be served on any builder, architect,

tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work affected by the Stop Work Order, personally or by [registered mail / certified mail]; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Stop Work Order.

D. Effect of Stop Work Order. Upon the issuance of a Stop Work Order, the owner of the affected property, the Permit Holder and any other Person performing, taking part in or assisting in the work shall immediately cease all work which is the subject of the Stop Work Order.

E. Remedy not exclusive. The issuance of a Stop Work Order shall not be the exclusive remedy available to address any event described in subdivision (a) of this section, and the authority to issue a Stop Work Order shall be in addition to, and not in substitution for or limitation of, the right and authority to pursue any other remedy or impose any other penalty under this Chapter or under any other applicable local law or State law. Any such other remedy or penalty may be pursued at any time, whether prior to, at the time of, or after the issuance of a Stop Work Order.

SECTION 65-8. FIRE SAFETY AND PROPERTY MAINTENANCE INSPECTIONS

A. Inspections required. Fire safety and property maintenance inspections of buildings and structures shall be performed by the Building Inspector or the Code Enforcement Officer at the following intervals:

1. Fire safety and property maintenance inspections of buildings or structures which contain an area of public assembly shall be performed at least once every twelve (12) months.
2. Fire safety and property maintenance inspections of buildings or structures being occupied as dormitories shall be performed at least once every twelve (12) months.
3. Fire safety and property maintenance inspections of all multiple dwellings not included in paragraphs (1) or (2) of this subdivision, and all non-residential buildings, structures, uses and occupancies not included in paragraphs (1) or (2) of this subdivision, shall be performed at least once every [specify interval consistent with local conditions, not to exceed thirty-six (36) months].

B. Inspections permitted. In addition to the inspections required by subdivision (a) of this section, a fire safety and property maintenance inspection of any building, structure, use, or occupancy, or of any dwelling unit, may also be performed by the Code Enforcement Officer.

1. the request of the owner of the property to be inspected or an authorized agent of such owner;

2. receipt by the Building Inspector or Code Enforcement Officer of a written statement alleging that conditions or activities failing to comply with the Uniform Code or Energy Code exist; or

3. receipt by the Building Inspector or the Code Enforcement Officer of any other information, reasonably believed by the Building Inspector or the Code Enforcement Officer to be reliable, giving rise to reasonable cause to believe that conditions or activities failing to comply with the Uniform Code or Energy Code exist; provided, however, that nothing in this subdivision shall be construed as permitting an inspection under any circumstances under which a court order or warrant permitting such inspection is required, unless such court order or warrant shall have been obtained.

C. OFPC Inspections. Nothing in this section or in any other provision of this local law shall supersede, limit or impair the powers, duties and responsibilities of the New York State Office of Fire Prevention and Control (“OFPC”) and the New York State Fire Administrator under Executive Law section 156-e and Education Law section 807-b.

D. Fee. The fee specified in or determined in accordance with the provisions set forth in this Chapter must be paid prior to or at the time each inspection performed pursuant to this section.

SECTION 65-9. COMPLAINTS

The Building Inspector or the Code Enforcement Officer shall review and investigate complaints which allege or assert the existence of conditions or activities that fail to comply with the Greenport Village Code, the Uniform Fire Prevention and Construction Code, the Energy Code, this local law, or any other local law, or regulation adopted for administration and enforcement of the Uniform Code or the Energy Code. The process for responding to a complaint shall include such of the following steps as the Building Inspector or the Code Enforcement Officer may deem to be appropriate:

A. performing an inspection of the conditions and/or activities alleged to be in violation, and documenting the results of such inspection;

B. if a violation is found to exist, providing the owner of the affected property and any other Person who may be responsible for the violation with notice of the violation and opportunity to abate, correct or cure the violation, or otherwise proceeding in the manner described in this Chapter;

C. if appropriate, issuing a Stop Work Order;

D. Revoke a building permit or certificate of occupancy.

SECTION 65-10. RECORD KEEPING.

A. The Building Inspector and Code Enforcement Officer shall keep permanent official records of all transactions and activities conducted by all personnel, including records of:

1. all applications received, reviewed and approved or denied;
2. all plans, specifications and construction documents approved;
3. all Building Permits, Certificates of Occupancy or Certificates of Compliance, Temporary Certificates, Stop Work Orders, and Operating Permits issued;
4. all inspections and tests performed;
5. all statements and reports issued;
6. all complaints received;
7. all investigations conducted;
8. all other features and activities specified in or contemplated by this Chapter including; and
9. all fees charged and collected.

B. All such records shall be public records open for public inspection during normal business hours. All plans and records pertaining to buildings or structures, or appurtenances thereto, shall be retained for at least the minimum time period so required by State law and regulation.

SECTION 65-11. PROGRAM REVIEW AND REPORTING

A. The Building Inspector and the Code Enforcement Officer shall monthly submit to the Board of Trustees of the Village of Greenport a written report and summary of all business conducted by the Building Inspector and the Code Enforcement Officer.

B. The Building Inspector and the Code Enforcement Officer shall annually submit to the Secretary of State, on behalf of the Village of Greenport on a form prescribed by the Secretary of State, a report of the activities of the Village of Greenport relative to administration and enforcement of the Uniform Code.

C. The Building Inspector and the Code Enforcement Officer shall, upon request of the New York State Department of State, provide to the New York State Department of State, from the records and related materials the Village of Greenport, is required to maintain, excerpts, summaries, tabulations, statistics and other information and accounts of the activities of the Village of Greenport in connection with administration and enforcement of the Uniform Code.

SECTION 65-12: VIOLATIONS

A. Orders to Remedy. The Building Inspector and the Code Enforcement Officer are authorized to order in writing the remedying of any condition or activity found to exist in, on or about any building, structure, or premises in violation of the Greenport Village Code, the Uniform Code, the Energy Code, or this local law. An Order to Remedy shall be in writing; shall be dated and signed by the Building Inspector or the Code Enforcement Officer; shall specify the condition or activity that violates the Greenport Village Code or the Uniform Code, the Energy Code, or this local law; shall specify the provision or provisions of the Greenport Village Code, the Uniform Code, the Energy Code, or this local law which is/are violated by the specified condition or activity; and shall include a statement substantially similar to the following:

“The person or entity served with this Order to Remedy must completely remedy each violation described in this Order to Remedy by _____ [specify date], which is thirty (30) days after the date of this Order to Remedy.”

The Order to Remedy may include provisions ordering the person or entity served with such Order to Remedy (1) to begin to remedy the violations described in the Order to Remedy immediately, or within some other specified period of time which may be less than thirty (30) days; to continue diligently to remedy such violations until each such violation is fully remedied; and, in any event, to complete the remedying of all such violations within thirty (30) days of the date of such Order to Remedy; and/or (2) to take such other protective actions (such as vacating the building or barricading the area where the violations exist) which are authorized by this local law or by any other applicable statute, regulation, rule, local law or ordinance, and which the Code Enforcement Officer may deem appropriate, during the period while such violations are being remedied. The Building Inspector or the Code Enforcement Officer shall cause the Order to Remedy, or a copy thereof, to be served on the owner of the affected property personally or by registered mail or certified mail within five (5) days after the date of the Order to Remedy. The Building Inspector or the Code Enforcement Officer shall be permitted, but not required, to cause the Order to Remedy, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work being performed at the affected property personally or by registered mail or certified mail within five (5) days after the date of the Order to Remedy; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Compliance Order.

B. Appearance Tickets. The Building Inspector, Code Enforcement Officer and each Inspector are authorized to issue appearance tickets for any violation of the Uniform Code.

C. Civil Penalties. In addition to those penalties prescribed by State law, any Person who violates any provision of the Uniform Code, the Energy Code or this local law, or any term or condition of any Building Permit, Certificate of Occupancy or

Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this local law, shall be liable to a civil penalty of not more than \$1,000 for each day or part thereof during which such violation continues. The civil penalties provided by this subdivision shall be recoverable in an action instituted in the name of this Village of Greenport.

D. Injunctive Relief. An action or proceeding may be instituted in the name of this Village of Greenport, in a court of competent jurisdiction, to prevent, restrain, enjoin, correct, or abate any violation of, or to enforce, any provision of the Uniform Code, the Energy Code, this local law, or any term or condition of any Building Permit, Certificate of Occupancy or Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit, Compliance Order, or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this local law. In particular, but not by way of limitation, where the construction or use of a building or structure is in violation of any provision of the Uniform Code, the Energy Code, this Chapter, or any Stop Work Order, Compliance Order or other order obtained under the Uniform Code, the Energy Code or this local law, an action or proceeding may be commenced in the name of this Village of Greenport in the Supreme Court or in any other court having the requisite jurisdiction, to obtain an order directing the removal of the building or structure or an abatement of the condition in violation of such provisions. No action or proceeding described in this subdivision shall be commenced without the appropriate authorization from the Mayor or Village Administrator of the Village of Greenport.

E. Remedies Not Exclusive. No remedy or penalty specified in this section shall be the exclusive remedy or remedy available to address any violation described in this section, and each remedy or penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the other remedies or penalties specified in this Chapter, or in any other applicable law. Any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any other remedy or penalty specified in this section, in this Chapter, or in any other applicable law. In particular, but not by way of limitation, each remedy and penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the penalties specified in subdivision (2) of section 382 of the Executive Law, and any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any penalty specified in subdivision (2) of section 382 of the Executive Law.

SECTION 16-13: FEES

The fee schedule shall be set forth in Appendix A. Amendments to the Fee Schedule may be established by resolution of the Village of Greenport. Such fee schedule may thereafter be amended from time to time by like resolution. The fees set forth in, or determined in accordance with, such fee schedule or amended fee schedule shall be charged and collected for the submission of applications, the issuance of Building Permits, amended Building Permits, renewed Building Permits, Certificates of

occupancy or Certificates of Compliance, Temporary Certificates, Operating Permits, fire safety and property maintenance inspections, and other actions of the Building Inspector or the Code Enforcement Officer described in or contemplated by this local law.

SECTION 16-14. INTERMUNICIPAL AGREEMENTS

The Village of Greenport may, by resolution, authorize the Village Administrator, Building Inspector or Code Enforcement Officer of the Village of Greenport to enter into an agreement, in the name of the Village of Greenport, with other governments to carry out the terms of this Chapter, provided that such agreement does not violate any provision of the Uniform Code, the Energy Code, Part 1203 of Title 19 of the NYCRR, or any other applicable law.

SECTION 16-15. PARTIAL INVALIDITY

If any section of this Chapter shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to affect, impair, or invalidate the remainder of this Chapter.

SECTION 16-16. EFFECTIVE DATE

This local law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with section 27 of the Municipal Home Rule Law.

Appendix A.

Fees shall be as follows:

A. One- and two-family dwelling.

(1) New dwelling, additions, alterations and repairs to existing dwelling: \$250 plus \$0.30 for each square foot of total floor areas in excess of 500 square feet.

(2) Accessory building, decks, fences, additions and alterations to existing accessory building: \$150 plus \$0.30 for each square foot of floor area in excess of 500 square feet.

B. Multiple-family dwelling: hotel, motel, multiple dwelling and business, industrial and all other buildings.

(1) New building and additions and alterations to existing building: \$500 plus \$0.30 for each square foot of floor area in excess of 500 square feet.

(2) Accessory building and additions and alterations to existing accessory buildings: \$150 plus \$0.30 for each square foot of floor area in excess of 500 square feet.

C. Foundations.

- (1) Foundations constructed under existing building: \$200.
 - (2) Relocated buildings: \$200 and \$0.15 for each square foot in excess of 300 square feet of floor area.
- D. In-ground swimming pools, together with required enclosure fencing: \$300; aboveground swimming pools, together with required fencing: \$100.
- E. Demolition and removal: minimum of \$75 and \$0.15 for each square foot in excess of 300 square feet of floor area.
- F. Signs. All signs, except signs permitted by § 150-15, shall be \$1 for each square foot of sign area; minimum of \$75.
- G. Certificate of occupancy.
- (1) Commercial: \$100.
 - (2) New construction and additions: \$75.
 - (3) Accessory/alteration, pool, shed: \$60.
 - (4) Preexisting (new): \$75.
 - (5) Vacant land: \$40.
 - (6) Updated certificate of occupancy: \$100.
 - (7) Temporary certificate of occupancy: \$25.
 - (8) Copy: \$10.
- H. Zoning Board fees.
- (1) Area variance; each petition for a zoning amendment shall be accompanied by a fee of \$400 for residential and \$500 for commercial, payable to the Village Clerk upon the filing thereof. No fee shall be required for petitions filed in favor of or against a pending application. (Plus \$100 for each additional variance item requested).
 - (2) Property divisions: fee of \$500 and \$1,000 per lot.
 - (3) Use variances: \$600.
 - (4) All Board of Appeals filing and examinations will require a deposit for Village Expenses.

(a) Residential: \$200.

(b) Commercial: \$1,000.

I. Planning Board fees.

(1) Use evaluation within permitted uses not requiring site plan review: \$175.

(2) Site plan and SEQRA review: \$500.

(3) Site plan review when site is larger than two acres or the cumulative square footage of the building or buildings exceeds 10,000 square feet or if the anticipated cost of the project when completed exceeds \$500,000: \$1,000.

(4) All Planning Board filings and examinations require a deposit of \$1,000 for Village expenses except the item in Subsection I(1), use evaluation for permitted uses.

J. Wetland permits issued by the Board of Trustees. Fees will be based on the cost of the work for all dredging, bulkheading, dock building, filling in wetlands or any permit requiring Board of Trustees' approval. (Note the fees stated below supersede those fees stated in § 142-7, wetland permit fees.

Cost

Fee

Up to \$1,000 \$100

Each additional \$1,000 or part thereof to and including \$15,000 \$40

Each additional \$1,000 or part thereof to and including \$50,000 \$20

Each additional \$1,000 or part thereof over \$50,000 \$20

K. Other fees.

Type Fee

Flammable liquid tanks \$100

Solid-fuel-burning appliance \$75

Fences \$75

Hot tubs (outside) \$50

Permit fee for late application (Construction has commenced before building permit application has been received.) Double the amount of fee

Permit fee after stop-work order (Construction continues after notification by stop-work order or notice of violation.) Triple the amount of fee



smartlink

VIA EMAIL

10/28/2015

Sylvia Pirillo
MOORE'S LANE
GREENPORT NY 11944

RE: AT&T Lease Renewal Proposal
MOORE'S LANE
GREENPORT NY 11944

I'm writing on behalf of AT&T with interest in renewing a lease agreement at CN225/ORIENT. Below is a brief outline of general terms of the renewal lease, for your review. Please contact me via email, or by phone at , if you would to discuss further.

LANDLORD: 12581JERICHO TURNPIKE, LLC,
TENANT: New Cingular Wireless PCS, LLC, a Delaware limited liability company

PERMITTED USE: Tenant/Lessee/Licensee, its personnel, invitees, contractors, agents, subtenants, or its authorized sub lessees, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon, or relocate the same within the Premises at any time during the term of this Agreement/Lease/License for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services or for any other reason.

TERM: The Term of the Agreement shall be amended to provide that the Agreement has a new initial term of five years ("New Initial Term"), commencing on January 23rd 2017. The Term will be automatically renewed for one Renewal Term of five years (an "Extension Term") upon the same terms and conditions of the Agreement/Lease/License, as amended herein, without further action by Tenant unless Tenant/Lessee/Licensee notifies Landlord/Lessor/Licensor in writing of Tenant/Lessee/Licensee's intention not to renew the Agreement/Lease/License at least sixty (60) days prior to the expiration of the then current Additional Extension Term. Hereafter, the defined term "Term" shall include the New Initial Term and any applicable Extension Term. Landlord/Lessor/Licensor agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Tenant/Lessee/Licensee's may continue to use and exercise its rights under the Agreement as permitted prior to the New Initial Term.

Escalation: 2.5% Annual

Rent: ~~\$7,000 monthly~~
\$8,062.76 monthly

Notices:

Section [[Notice Section]] of the Agreement is hereby deleted in its entirety and replaced with the following: NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

As to Tenant:

New Cingular Wireless PCS, LLC,
c/o AT&T Network Real Estate Administration,
Cell Site # [[Cell Site #]], Cell Site Name [[Cell Site Name]] [[Insert State]],
Fixed Asset No: [[FA #]],
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a required copy to:

Attn.: AT&T Legal Department,
New Cingular Wireless PCS, LLC,
Re: Cell Site # [[Cell Site #]], Cell Site Name [[Cell Site Name]] [[Insert State]],
Fixed Asset No: [[FA #]],
[[Tenant Copy to Notice Address]]

As to Landlord:

[[Landlord Notice Address]]

Rental Stream Offer

If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of the Rent payments associated with this Agreement ("Rental Stream Offer"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

ACCESS:

At all times throughout the term of the agreement, tenant will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the property.

MAINTENANCE/UTILITIES:

Tenant and Landlord will keep and maintain the premises, property and access in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will grant to tenant an easement over the property for utility or similar services, including electric power and telecommunications from an open and improved public road to the premises.

ASSIGNMENT/SUBLEASE:

Tenant will have the right to assign the agreement or sublease the premise.

SALE OF PROPERTY:

Landlord shall not be prohibited from the selling, leasing or use of any of the property or the surrounding property except if landlord decides to rezone or subdivide all or any part of the premises or to sell or otherwise transfer all or any part of the premise, landlord shall notify tenant in writing.

Emergency 911 Service

In the future, without the payment of additional Rent, or any other consideration, and at a location mutually acceptable to Landlord/Lessor/Licensor and Tenant/Lessee/Licensee, Landlord/Lessor/Licensor agrees that Tenant/Lessee/Licensee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

Removal/Restoration.

In addition to the terms set forth in the Agreement/Lease/License, Landlord/Lessor/Licensor agrees that the Communications Facility and any related equipment brought to the Premises by Tenant/Lessee/Licensee, its agents, contractors, predecessors-in-interest or subtenants, shall be and remain Tenant/Lessee/Licensee's personal property or the personal property of its subtenant(s), as the case may be. Landlord/Lessor/Licensor waives any and all rights it may have, including any rights it may have in its capacity as Landlord/Lessor/Licensor under the Agreement/Lease/License to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to or in connection with the Communications Facility or any portion thereof. Tenant/Lessee/Licensee, in its sole discretion, may remove the Communications Facility or any portion of the Communications Facility at any time during the Term of the Agreement/Lease/License, without notice to Landlord/Lessor/Licensor and without Landlord/Lessor/Licensor's consent. Notwithstanding any terms to contrary, Tenant/Lessee/Licensee will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant/Lessee/Licensee be required to remove from the Premises or the Property any foundations or underground utilities. Tenant, may, in its sole discretion, transfer any improvements or alterations to the Premises to Landlord at any time during the Term of the Agreement without notice to the Landlord and without the Landlord's consent.

Termination

In addition to any rights that may exist in the Agreement/Lease/License, Tenant/Lessee/Licensee may terminate, the Agreement at any time with [[Termination Notice Period]] days prior written notice to Landlord for any or no reason.

This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only.

Best Regards,

Ernest Forcella
Real Estate Manager, Smartlink, LLC
7324078928
Ernest.Forcella@smartlinkllc.com



Via Certified Mail: 7009 0820 0001 5190 3300

Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

O 866.862.4404

May 11, 2016

Village of Greenport
236 Third St.
Greenport, NY 11944

Re: NOTICE TO RENEW: Lease Agreement dated January 24, 2002, by and between the Village of Greenport, and New York SMSA LP, d/b/a Verizon Wireless for the use of the property identified below.

To Whom It May Concern:

This letter serves as notification that Verizon Wireless is exercising its right to extend the Agreement for an additional term, which term shall commence on January 1, 2017 and continue through December 31, 2021. Should you have any questions regarding this notice please call Network Real Estate at 866-862-4404.

Sincerely,

Gail Sussman

Engineer I Network Real Estate



PROPERTY:

VZW Site name: Greenport Relo
VZW Contract #: 39087
VZW Site Address: Washington Ave., Greenport, NY

Cc: Pachman & Pachman, 366 Third St., Greenport, NY 11944

0009 0820 0001 5190 3300

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To _____
Street, Apt. No.,
or PO Box No.



RESOLUTION 2016-268

ADOPTED

DOC ID: 11700

THIS IS TO CERTIFY THAT THE FOLLOWING RESOLUTION NO. 2016-268 WAS ADOPTED AT THE REGULAR MEETING OF THE SOUTHOLD TOWN BOARD ON MARCH 8, 2016:

RESOLVED that the Town Board of the Town of Southold hereby authorizes and directs Supervisor Scott A. Russell to execute a Amended Inter-Municipal Agreement for Records Management Shared Services between the Town of Southold with the Village of Greenport, for the term of five years (5) through March 8, 2021, all in accordance with the approval of the Town Attorney.

Elizabeth A. Neville
Southold Town Clerk

RESULT: ADOPTED [UNANIMOUS]
MOVER: James Dinizio Jr, Councilman
SECONDER: Jill Doherty, Councilwoman
AYES: Dinizio Jr, Ruland, Doherty, Ghosio, Evans, Russell

**INTERMUNICIPAL AGREEMENT FOR RECORDS MANAGEMENT AND
COORDINATED ASSESSMENT SERVICES**

AGREEMENT made this 8 day of March, 2016 by and between the TOWN OF SOUTHDOLD, a municipal corporation with its principal place of business at P.O. Box 1179, 53095 Route 25, Southold, New York 11971-0959 hereinafter referred to as "TOWN" and the INCORPORATED VILLAGE OF GREENPORT, a municipal corporation with its principal place of business at 236 Third Street, Greenport, New York 11944, hereinafter referred to as the "VILLAGE";

WHEREAS, municipal corporations are authorized by Section 119-0 of Article 5-G of the General Municipal Law of the State of New York to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

WHEREAS, the parties previously entered into an Inter-Municipal Agreement for records management and coordinated assessment services dated February 21, 2013, and

WHEREAS, the Town has updated the property tax assessments of parcels within the Village since 1990 and the Village has received a costs savings through the reduction of wages paid to a full-time assessor; and

WHEREAS, the Town has established a records management system including the programs Muncity, GIS, Laserfiche and RPS for the tracking, management and digital storage of the Town's records, including assessment records; and

WHEREAS, the Town, pursuant to New York State Grant project number 0580101224 (SED Code 581005640067), has shared use and access of the Muncity tracking program and other records management systems with the Village; and

WHEREAS, the Town, pursuant to New York State Grant project number 0580144561 (SED Code 5181005640067) has shared use and access of the Geographical Information System Program and other records management systems with the Village; and

WHEREAS, the Town pursuant to New York State Grant project number 0580155463 (SED Code 581995640067) has shared use and access of the Laserfiche RIO system, and

WHEREAS, the Town and the Village intend to share these services and systems to assist the Village with tax assessment, permit tracking and its mapping needs.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. This agreement shall supersede and replace the Inter-Municipal Agreement between the parties for records management and coordinated assessment services date February 21, 2013.
2. The term of this Agreement shall be five (5) years, with an option to renew if consented to by both the Village and Town and on the same terms and conditions set forth herein.
3. The Agreement may be terminated, in whole or in part, by either party on 180 days written notice to the other party in the event either party fails to fulfill its obligations under this Agreement or in the event continued performance under the terms of this Agreement would not be in the best interest of either the Town or the Village. Such notice shall be made in accordance with the Notice provision below.

4. All Notices required to be given under this Agreement shall be sent prepared registered mail, return receipt requested, or as the parties may later determine in writing, to the parties at the following addresses:

Town Attorney
Town of Southold
P.O. Box 1179
54375 Route 25
Southold, New York 11971-0959

Town Clerk
Town of Southold
P.O. Box 1179
53095 Route 25
Southold, New York 11971-0959

Village Clerk
Village of Greenport
236 Third Street
Greenport, New York 11944

5. Any and all services provided under this Agreement shall at all times be under the direction and supervision of the Board of Assessors, the Information Technology Department, the Land Management Coordination Department and the Records Management Department of the Town of Southold, and their interpretations and decisions shall be final and conclusive.

6. Tax Assessment.

a. The Town agrees to provide its Assessors and their assessing services to the Village and shall provide the Village with an assessment roll in accordance with the provisions of the Town and Real Property Tax Laws.

b. The Town will provide a list of all assessment changes to the Village real property tax assessments on or before December 31st of each year.

c. The Village will purchase any copies of the assessment roll that it requires from the Town.

d. The Village will notify the Town of any changes in the criteria it develops for real property tax exemptions.

e. The Village will notify the Town of any changes in the Village boundaries and which properties are located within the Village

f. The Village will provide the Town with a copy of all Building Permits issued by the Village (to the extent that said information is not inputted into Muncicity), site plan approvals and subdivision approvals, in addition to any and all plans and/or subdivision maps within 30 days of the issuance of said approvals.

7. Records Management (GIS, Muncicity and Laserfiche).

a. The Town will provide the Village access to the Town's Records Management systems and associated equipment including scanners, printers and filmers.

b. The Town will provide the Village training in the use of its Records Management systems and associated equipment.

c. The Town and Village will share costs for outside training based on the number of employees that receive the training.

d. The Town and Village will share costs of maintenance based on the percentage of usage.

e. The Town and Village will share costs of any consumables such as paper, toner/ink and film based on their actual usage of same.

f. The Town will provide technical support to the Village in the use,

configuration and maintenance of its Records Management systems and associated equipment.

g. The Town will provide the Village with direct access to any support vendors for its Records Management systems and the Village will coordinate any support issues with the Town.

h. The Village will provide the Town access to its computer systems and hardware for troubleshooting purposes related to the Town's Records Management systems as needed.

i. The Town will be responsible for routine backups of all data and installation of any software updates and patches.

j. The Village will be responsible for entering and maintaining their data on the Records Management Systems.

k. The Village will identify documents that are to remain confidential with no public access and documents that can be accessed by the public via the internet and the Town will be responsible for configuring its systems accordingly.

8. Use of equipment.

a. The Town shall lend the Village the following equipment for use in connection with this agreement, One Fujitsu Model # fi5750C Serial # 10281, One Fujitsu Model # 4097d Serial # 313070, One Fujitus Model # 4097D Serial # 008469 (hereinafter collectively referred to as "the equipment").

b. The Village shall be responsible for any maintenance of the equipment at its sole expense.

c. The Town has made no warranties or promises regarding the condition of the equipment.

d. The Village shall be responsible for any consumables with regard to the use of the equipment including, but not limited to rollers and cleaning kits.

9. Remote Desktop Licenses

a. The Town has purchased ten (10) Microsoft Remote Desktop Licenses for use by the Village in connection with this agreement for the amount of six hundred ninety dollars and ninety cents (\$690.90).

b. Within 30-days of the execution of this agreement, the Village shall reimburse the Town for the cost of the licenses.

c. At all times, the licenses shall remain the property of the Town.

10. The Village shall indemnify and hold the Town harmless for any loss of data resulting from damage to the town's systems or its backups.

11. The Village is responsible for maintaining any and all security and confidentiality of its records through keeping any passwords issued by the Town secure and by developing a policy for records confidentiality and security. The Village hereby acknowledges that it is aware that the Town's password policies requires that a password be changed every six months and agrees to comply with this requirement.

12. The Village shall be responsible for any damage or liability the Town may incur due to the Village's, its' employees', agents', contractors' and/or subcontractors' misuse of the Town's records management system and/or GIS mapping technology as provided hereunder.

13. The Village shall indemnify and hold harmless the Town for any damage to 3rd parties due to the Village's, or its employees', agents', contractors' and/or subcontractors misuse of the Town's record management system and/or GIS mapping technology.

14. Upon the termination of the agreement or the expiration of the term, the Town will return all original and copies of documents it has in its possession, if any, to the Village and will purge its record management system of any and all Village records.

15. This Agreement may not be changed, altered, amended or extended except by written consent of the parties pursuant to applicable provisions of law.

16. This Agreement shall bind the successors, assigns and representatives of the parties hereto.

17. All provisions as required by Law are hereby deemed inserted. The parties agree that nothing in this Agreement shall be construed so as to interfere with or diminish any municipal powers or authority.

IN WITNESS WHEREOF, this Agreement has been executed by the Supervisor of the Town of Southold who has caused the seal of the Town to be affixed hereto, pursuant to resolution of the Town Board dated March 8, 2016 and by the Mayor of the Village, who has caused the seal of the Village to be affixed hereto, pursuant to a resolution of the Village Board dated _____, 2016 .

(TOWN SEAL)

TOWN OF SOUTHOLD

By: Scott A. Russell
Scott A. Russell, Supervisor

(VILLAGE SEAL)

INCORPORATED VILLAGE OF
GREENPORT

By: _____
George W. Hubbard, Jr. Mayor



VILLAGE OF GREENPORT
BOARD OF TRUSTEES
REGULAR MEETING
THURSDAY, JUNE 25, 2015 AT 7:00 PM
RESOLUTION OF THE BOARD OF TRUSTEES

At the Village of Greenport Board of Trustees Regular Meeting held on Thursday, June 25, 2015; the Board adopted a

RESOLUTION approving a total payment of \$ 8,000.00 to Michelle Schott for the completion of the Oral History and interpretive Center portion of the grant for the Old Schoolhouse; with payment of approved vouchers being expensed from account H.3150.200 (Schoolhouse Restoration Project).

RESULT: ADOPTED AS AMENDED [UNANIMOUS]
MOVER: Mary Bess Phillips, Trustee
SECONDER: Julia Robins, Trustee
AYES: Martilotta, Phillips, Roberts, Robins, Hubbard

STATE OF NEW YORK
COUNTY OF SUFFOLK ss:

THIS IS TO CERTIFY THAT I, Sylvia Pirillo, Village Clerk of the Village of Greenport of the County of Suffolk, have compared the foregoing copy of the resolution now on file in this office, which was adopted by the Village of Greenport Board of Trustees on June 25, 2015 and that the same is a true and correct transcript of said resolution of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Village of Greenport of the County of Suffolk.

Dated: June 25, 2015


Sylvia Lazzari Pirillo, RMC
Village Clerk