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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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Via Video Conference  
February 25, 2021  
7:00 P.M.

B E F O R E:

- GEORGE HUBBARD, JR. - MAYOR
- JACK MARTILOTTA - DEPUTY MAYOR
- PETER CLARKE - TRUSTEE
- MARY BESS PHILLIPS - TRUSTEE
- JULIA ROBINS - TRUSTEE
  
- JOSEPH PROKOP - VILLAGE ATTORNEY
- SYLVIA PIRILLO - VILLAGE CLERK
- PAUL PALLAS - VILLAGE ADMINISTRATOR

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

2 MAYOR HUBBARD: All right. I'll call the  
3 meeting to order with the Pledge to the Flag.

4 (All stood for the Pledge of Allegiance)

5 Okay. A moment of silence for Frank Albert  
6 Field, Jr., Harry Munroe, and Doris J. Robsky.

7 (All remained standing for a moment of  
8 silence.)

9 MAYOR HUBBARD: Thank you. Announcements, on  
10 the Announcements, the annual tax sale lien -- tax  
11 lien sale will be held on March 9th, 2021 at Village  
12 Hall. That's been changed, or by State order. I  
13 will be adding a resolution on at the end of the  
14 meeting to cover that, and I will be doing it on --  
15 I've got the paperwork all mixed up here. I believe  
16 it's April 9th we'll be doing the tax sale.  
17 There'll be a resolution added on at the end.

18 CLERK PIRILLO: Excuse me, sir, that's  
19 April 27th.

20 MAYOR HUBBARD: April 27th, okay. I'm sorry,  
21 I'm trying to fixed the computer and I just don't  
22 have everything in order here.

23 CLERK PIRILLO: Understood.

24 MAYOR HUBBARD: Okay. The Village General  
25 Election will be held on March 16th, 2021, with the

1 polls at Third Street Firehouse to be open from  
2 6 a.m. through 9 p.m.

3 Another announcement, The Carousel Committee  
4 is in need of volunteers.

5 At this point, I'd like to -- under  
6 announcements, just we had the annual report of the  
7 Tree Committee. I want to thank the Tree Committee  
8 for all the work they've done in the past year.  
9 Also, I want to thank our Village Crews that worked  
10 with them, the Electric Department and the Road  
11 Department, that they've done a tremendous job.

12 Just some highlights of it. There have been  
13 more than 325 trees removed since the  
14 reestablishment of the Tree Committee in 2007,  
15 including 13 removals in 2020. Doing a lot of  
16 planning and pruning, community-wide events,  
17 outreach and education. Some of that was curtailed  
18 this year because of the pandemic with the scenic  
19 tree and other stuff like that, but the committee is  
20 still working very hard, and I want to thank them  
21 for that.

22 They also worked with the parklets, with the  
23 trees that were left over from the parklets, and got  
24 those planted afterwards around the Village, so,  
25 again, thank you to them.

1           We have a liquor license application, a new  
2 application from FMK Management LLC, at 102 Main  
3 Street. If anybody has comments on that, they could  
4 send them to the State Liquor Authority. That's for  
5 information.

6           Next thing we have is a public hearing,  
7 a proposed amendment to Chapter 88 (Noise) of the  
8 Greenport Village Code. The public hearing has been  
9 noticed, it's out there. We've got -- a petition  
10 came in late today from the BID with three -- over  
11 350 signatures on it. Board Members will see that  
12 tomorrow.

13           So I'll just open up the public hearing. If  
14 everybody could state your name and address for the  
15 record, so the Transcriptionist can get it. And,  
16 also, I'm not sure how many people are online,  
17 because I can't see it, because my computer isn't  
18 working. We want to take comments from everybody,  
19 as many as possible, but let's keep to the point and  
20 let's keep it brief, so everybody has a chance to  
21 speak, okay? So, at this point, I'll open up the  
22 public hearing on Chapter 88 (Noise).

23           MS. WADE: (Raised Hand)

24           MAYOR HUBBARD: Does anybody wish to speak on  
25 the Noise Code?

1 ADMINISTRATOR PALLAS: Mr. Mayor, Randy

2 Wade --

3 AUDIENCE MEMBER: I would like to speak.

4 ADMINISTRATOR PALLAS: Randy Wade is raising  
5 her hand.

6 (Audio Interference)

7 MS. WADE: It's Caller 06, if you mute Caller  
8 06. Okay. Is it okay to talk now? Okay. My name  
9 is Randy Wade, Sixth Street in Greenport. I agree.  
10 Actually, I was first upset when I heard that the  
11 BID wanted to delay because --

12 MS. BRAATEN: Excuse me, I'm sorry. Paul,  
13 could you just mute the callers at the bottom. I  
14 can't really hear anybody.

15 ADMINISTRATOR PALLAS: I will do that.

16 MS. BRAATEN: Thank you.

17 ADMINISTRATOR PALLAS: Mr. Mayor, I'm not  
18 sure which caller number you are. If you could just  
19 speak so I can pick you out, so I don't mute you?

20 MAYOR HUBBARD: Okay, I'm talking right now.

21 ADMINISTRATOR PALLAS: I got it, thank you.

22 MAYOR HUBBARD: Okay. And if somebody can  
23 see names and somebody's putting their hand up, or  
24 whatever, somebody -- Jack, if you could help with  
25 this, because I can't see anything. I'm trying to

1 log in again on the computer, but I can't, so --

2 TRUSTEE MARTILOTTA: Of course, yes,  
3 Mr. Mayor.

4 MAYOR HUBBARD: So if you could help manage  
5 this. It's very hard just having a phone with a  
6 bunch of people talking.

7 TRUSTEE MARTILOTTA: Yes, sir.

8 MS. WADE: Okay.

9 MAYOR HUBBARD: Okay, thank you.

10 MS. WADE: May I, may I start now? My name  
11 is Randy Wade, Sixth Street, Greenport. I have  
12 heard Rick from the BID talk at the last meeting  
13 where he asked for a four-month delay. And at first  
14 I was disappointed, because we just want to have  
15 something for the summer, and I thought progress was  
16 being made. But in rereading the code, it really  
17 needs a lot of work.

18 And Trisha just shared her letter with me,  
19 which was very well written. It points out a lot of  
20 problems.

21 I -- there was so much confusion. The idea  
22 of hiring a consultant from Texas to come and deal  
23 with it, that is so complicated. And first, let me  
24 say that my favorite thing to do in this is to go to  
25 Green Hill on Sunday nights and hear a world class

1 jazz performance. It's unbelievably great, and it  
2 ends at 10, and it's always been fine.

3 Anyway, I'm a resident and I'm bothered by  
4 noise, and I'm sympathetic to people who are  
5 bothered by noise, and love having the businesses  
6 there with music. So I just did a little research.  
7 I'm hearing feedback, so somebody is still not  
8 muted.

9 ADMINISTRATOR PALLAS: Mr. Vandenburg, if  
10 you could mute your connection, please.

11 MS. WADE: So I called Southampton and talked  
12 to the Code Enforcement Officer who had been on the  
13 case for years, and asked him, I said, "Your decibel  
14 readings are lower than Greenport's by a few  
15 decibels. Do you have a hard time at night getting  
16 people with amplified music to be able to comply?"  
17 And he said, "No. We have three trained noise  
18 control officers that go to the places and they work  
19 with the businesses." Beach Bar, which has  
20 amplified outdoor music on the beach was able to  
21 turn its speakers inwards, and it became not a  
22 problem. Another one in Tuckahoe, just off Sunrise  
23 Highway, has a new owner, new manager each summer.  
24 They work with them, they're right next door to  
25 residences.

1           So I think it's doable. I think our decibel  
2 level that we have now is liberal enough. The idea  
3 of getting a permit is a great idea.

4           In order to move this quickly and have a  
5 deadline of like next month by having maybe in two  
6 weeks another, you know, draft, it would be really  
7 great if, Mayor, you could appoint two Task Forces.

8           One, there are policy issues. So to come up  
9 with a draft permit application and the fees that  
10 would be for that, that's something that the Village  
11 could do and just decide. And there should be  
12 business representatives, and they could work it out  
13 and they could come up with a draft. And that way,  
14 people won't be worried that they don't know what  
15 this permit is going to be like.

16           And then the other is pass legislation, and  
17 the important thing is to just authorize the Village  
18 to issue permits. This is actually a question I'm  
19 not sure that the Village needs authorization in a  
20 code to issue permits, but if they do, then that  
21 would be the legislation that's needed.

22           But a lot of the other things just almost  
23 make it more complicated, noise pollution being  
24 defined in the definition, disturbing the peace in  
25 residential areas, but then not authorizing the Code

1 Enforcement Officer to be able to enforce the law,  
2 because the only thing the Code Enforcement Officer  
3 can do is go around with a decibel reading. And  
4 that's another thing that should be a policy, not a  
5 code change.

6 How the Noise Control Officer -- they don't  
7 have that in the Southampton code, they have the --  
8 you know, what the decibels should be. They're  
9 trained officers. The code doesn't say how the  
10 Police Officers should -- you know, it doesn't get  
11 into the weeds like that. So that's the policy that  
12 one Task Force could focus on.

13 Another Task Force could focus on the actual  
14 legal language of it, and maybe, you know, get  
15 something that's simple and clear to -- Trisha has  
16 pointed out a lot of important things. We need, you  
17 know, residential -- like the last time there was a  
18 Task Force, I believe it was just the BID was  
19 involved and they came up with the 85 decibels,  
20 which shocked us all. So there should be maybe a  
21 residential representative, as well as business  
22 representative, and then maybe we could make some  
23 quick progress. Thank you so much.

24 TRUSTEE MARTILOTTA: All right. Thank you,  
25 Ms. Wade.

1           MAYOR HUBBARD: Okay, thank you. Anybody  
2 else wish to speak?

3           TRUSTEE PHILLIPS: Mike Osinski's raising his  
4 hand.

5           MR. OSINSKI: Thanks, Mary. Can you hear me?  
6 I've just unmuted myself. Okay. So this is the  
7 second iteration we've been through on this, and  
8 we're already -- I guess there's a promise that  
9 there's going to be a third. I find that a little  
10 wasteful of everybody's time and effort, and the  
11 expense of -- we must have hired a lawyer to write  
12 this second code, and now we're going to throw it  
13 out. All right. That's wasteful. We don't need  
14 to, you know -- two iterations is, fine. Three  
15 is -- you know, we're not -- you know, we're not  
16 concentrating on getting to the point.

17           So, in general, I read the second one and I  
18 liked it. I like it to be --

19                           (Audio Interference)

20           MR. OSINSKI: I'm sorry. I like it that, you  
21 know, there's a permitting process, and that there's  
22 escalating fines, because we all know that there are  
23 three or four egregious violators of making noise in  
24 this Village. They've been doing it for years and  
25 getting away with it.

1           You know, if somebody has the desire for them  
2           to make money from -- you know, after midnight, that  
3           they have to broadcast loud music, then they should  
4           do that indoors and they should soundproof their  
5           building. There's no reason why the residents of  
6           this Village have to now close all their windows and  
7           turn on their air conditioners on a nice summer  
8           night so a few egregious violators can get away with  
9           making a -- you know, selling a few extra beers at  
10          night so they can make their money. That's wrong  
11          and it needs to stop.

12           And I'm very happy to see the Board and the  
13          Mayor attacking and addressing this problem. As  
14          I've been told by the Tax Assessor in Southold,  
15          that, you know, your property taxes in Greenport are  
16          reduced by 25% because of this noise that goes on  
17          all summer every weekend night. It's really, you  
18          know, something that the residents not only are  
19          having to suffer through, but they're taking a -- we  
20          are taking a financial loss. And I'm happy to see  
21          the Board really addressing this issue.

22           I agree with what Randy said, the BID should  
23          not be the only one, you know, giving input to this,  
24          to this Board. And, as a matter of fact, I think  
25          that the BID is not really showing the leadership

1 that it should. The BID should be going after --  
2 they know who the loud people are. They should be  
3 going after their own -- their own members and  
4 saying, "Hey, you know, get your act together."  
5 And, you know, the residents, you're harming --  
6 you're giving the BID a bad name by going after --  
7 you know, by not reining yourself in and being a  
8 good neighbor, instead of just, you know,  
9 threatening.

10 And I listened to the last -- to the work  
11 session. Basically, I heard the BID threaten to sue  
12 the Village. That's what's happening here, you  
13 know, for their right to broadcast music, or  
14 whatever you want to call that, late at night, you  
15 know, all over the Village, and have everybody in  
16 the Village close their windows, turn on their air  
17 conditioners, so some people can spew music all --  
18 you know, at unheard of hours.

19 So, you know, and lastly, you know, these  
20 delays, you know, to blame it on COVID, or something  
21 like that, we all have to live with COVID. You  
22 know, we all have to go on with our businesses and  
23 our lives. That -- you know, this has been an  
24 important topic for the Village. You can't just  
25 say, "Oh, COVID happened, let's push it back another

1 six months." That's -- that just doesn't make  
2 sense. We all have to suffer through this.

3 And, you know, we -- I think I speak for a  
4 lot of residents, we want some action on this. We  
5 want -- you know, and we're finally glad to see the  
6 Village stepping up.

7 And, you know, that's -- I appreciate the  
8 fact that you're listening to us, and thank you very  
9 much.

10 MAYOR HUBBARD: Okay. Thank you, Mike.  
11 Anybody else wish to address this public hearing?

12 MR. VANDENBURGH: If I may, Mr. Mayor.

13 MAYOR HUBBARD: Yes. Who is that?

14 MR. VANDENBURGH: So my name is Rich  
15 Vandenburg. As President of the BID, certainly --  
16 I apologize, I was a couple of minutes late to  
17 joining the meeting, but I do want to respond to  
18 some of the comments that I've heard, and try to  
19 provide some additional clarity to kind of what our  
20 purpose is in terms of what the BID believes is the  
21 appropriate approach to crafting a noise ordinance  
22 that is fair, and accurate, and balanced for all  
23 involved.

24 I certainly appreciate the -- you know, the  
25 comments to get an ordinance in place as soon as we

1 possibly can that respects the rights of our  
2 residents to enjoy their peaceful enjoyment, what  
3 happens in their homes, without having to turn on  
4 air conditioners and things of that nature. I also  
5 hope that those folks understand that, you know, the  
6 Village of Greenport is a village that has been  
7 essentially developed and has a long history of  
8 incredible artistic expression and talent. A lot of  
9 the places that exist in the Village have been  
10 longtime economic drivers of what make the Village  
11 the attractive place that it has become, not only as  
12 a seaside village, but also as a resort area at, you  
13 know, certain times of the year that brings people  
14 in, that supplies jobs, and revenue, and income to  
15 families that live in the area.

16 And so I think there needs to be a  
17 recognition of the fact that we not only want to be  
18 fair and balanced in terms of what the ordinance  
19 should provide, but also recognize the fact that  
20 Greenport is what Greenport is because it has been  
21 this way for so many years.

22 And I think there is a path for us to get to  
23 a point where we can continue to develop a code and  
24 language of the code, and decibel limits, and noise  
25 limits, and measuring of those limits, and

1       accountability of violation of whatever those limits  
2       ultimately are that is clear, it's accurate, it's  
3       accountable, and it's enforceable.

4               What I don't want to see is a rush to pass a  
5       code, which certainly has been developed on some  
6       level with our Town -- or, I'm sorry, our Village  
7       Attorney, who is not necessarily an outside attorney  
8       who we have to pay, you know, more money to, other  
9       than the, you know, standup job that he's been doing  
10      for the Village for a long period of time.

11              But I think it's important to make sure that  
12      this language, and the standards, and the  
13      enforceability, and the expectation is clear, so  
14      that we don't spend a lot more Village assets having  
15      to defend unclear and ambiguous language, fighting  
16      in court over standards that cannot be proven with  
17      certainty, or standards that are not essentially  
18      adopted, and, you know, a level of ownership taken  
19      by those businesses that may be the ones that are  
20      looked at that are the primary offenders of noise.

21              And the most important thing I view is that  
22      to create and craft an ordinance and language that  
23      will be essentially clear and understood by all  
24      those involved allows us to ensure that the time and  
25      money that's spent in court appearances, in

1 financial appearances, in repeated court  
2 appearances, you're going to spend a lot less money  
3 making sure that we craft an ordinance that is  
4 clear, and accountable, and fair, rather than trying  
5 to defend or prosecute against standards that are  
6 not. And this ordinance is not clear and it's not  
7 as complete as it should be.

8 So I think it's important that we not rush to  
9 pass something that is not going to be a workable  
10 solution for those involved.

11 (Audio Interference)

12 MR. VANDENBURGH: I'm not sure what that is.  
13 So that's my first point.

14 Secondly, the BID absolutely understands  
15 and respects the fact that, you know, the Business  
16 Improvement District is an area within Greenport  
17 Village that certainly has a membership that is  
18 concentrated on commercial businesses and those  
19 places that offer food, and beverage, and  
20 entertainment, but also understands that we live  
21 within an area that has to respect what our  
22 residents expect to enjoy, and be able to not  
23 necessarily be inconvenienced by what happens.

24 So I don't think the BID is necessarily  
25 lacking in its leadership of trying to promote a

1 comprehensive and intelligent code that will serve  
2 the needs and the expectations of all those  
3 involved. So I certainly would take issue with the  
4 point that we're not trying to bring forth a  
5 solution that will meet all interests that are  
6 involved in this discussion. I think we're working  
7 hard to kind of advocate and bring that leadership  
8 forth.

9 We're certainly not interested in creating  
10 any sort of adversarial relationship with the  
11 Village. We're looking to provide information,  
12 benchmark data, intelligent kind of input from  
13 experts that allows us to craft a model code --

14 (Audio Interference)

15 MR. VANDENBURGH: I'm getting some feedback  
16 on that. Not sure, you know, where the thought is  
17 that, you know, the BID is contemplating,  
18 advocating, supporting, or even suggesting that  
19 there be any type of adversarial lawsuits or  
20 anything of the nature, far from it. That's a  
21 mistaken point of view.

22 The BID is absolutely invested in making sure  
23 that we work with the Village Administration, all of  
24 those residents that are so engaged in this  
25 discussion and process, making sure that we listen

1 to all points of view. And our -- our objective to  
2 make sure that by incorporating those businesses  
3 that the Village has that are major economic drivers  
4 in our downtown corridor, that they take as much  
5 ownership of what we're trying to do as everybody  
6 else, because I believe that in doing so, you  
7 actually promote the ability and the understanding  
8 of those businesses wanting to adhere to a code that  
9 they have had some ownership in helping create.

10 I think it's also equally important to make  
11 sure that we have accurate data and standards and  
12 the language that will help us make sure that the  
13 Village and their Code Enforcement Officers are able  
14 to, you know, retake those readings, enforce those  
15 levels, enforce those -- the language of the code  
16 that we hope to achieve, and absolutely agree that  
17 those who are violators are going to be held  
18 accountable, they're going to be fined. There's  
19 escalating fines. That's the only way to ensure  
20 that we make sure that people who choose not to  
21 adhere to what the ultimate code is need to be held  
22 accountable. So I'm 100% behind making sure if  
23 someone's going to violation this code, they should  
24 be increasingly held accountable.

25 My last point is, you know, what is the goal?

1 The goal is to achieve that balance between, you  
2 know, residents and our Business District. And I  
3 can tell you that I'm extremely excited and  
4 optimistic about the fact that we have enlisted  
5 acoustical experts to help us get that actual  
6 benchmark data, sound readings from downtown streets  
7 during quiet days and busy days in order to provide  
8 that information as feedback. Whatever the ultimate  
9 choice is or decision is that the Board chooses to  
10 follow, it's going to be with data in hand, actual  
11 scientific evidence in hand, rather than just  
12 pulling numbers out of your ear or comparing what  
13 the Village of Greenport should be against any other  
14 municipality. And we'll be able to utilize that  
15 information in crafting a code that will be, again,  
16 fair and accurate and accountable.

17 And those experts, I'm glad to report,  
18 that we're ready to retain those experts with the  
19 BID being part of that process, as well as other  
20 business communities in the district that are  
21 willing to step up and pay for that. We're not  
22 looking for the Village to, at this point, engage in  
23 any expenditure of what it's going to cost to get  
24 that data, to take those measurements, to report  
25 back to the Village what it is that we see, and can

1 actually show you what readings are during different  
2 parts of, you know, the next several months, so that  
3 we can be in a position for 2022 to implement a code  
4 that is going to be the best possible code, in fact,  
5 probably a thought leader code in many villages on  
6 the Island. I'm excited about that.

7 We've got the backing, we've got the  
8 commitment from our business community leaders to  
9 pay for that. We just need a little time to make  
10 sure that we can craft something that is not going  
11 to be a haphazard rush to pass something, because we  
12 may have a certain number of people that are, you  
13 know, complaining about the noise beyond midnight or  
14 1 a.m. in the morning.

15 Certainly, we're not interested in live music  
16 past, you know, late hours of the evening. And  
17 we're not talking about live music or loud music on  
18 seven days a week. We're talking about a weekend  
19 time, a seasonality time.

20 So I think there's a way for us to navigate  
21 how to get to this point. And I would certainly  
22 hope that the Trustees would, and you, Mr. Mayor,  
23 would provide the BID a time to bring forth some of  
24 this information, so that everyone can digest it,  
25 everyone can weigh in on it, everyone can comment

1 and suggest changes, advocate their particular  
2 positions, whatever they may be. But ultimately  
3 allow us to have an informed discussion, as opposed  
4 to this rush to pass a code that will serve no one's  
5 interest, much less the Village's, in terms of the  
6 cost and expense of hoping to enforce something that  
7 is simply not worth or viable to enforcement.

8 Thank you.

9 MAYOR HUBBARD: Does anybody else wish to  
10 address the Board on this topic? I am on camera  
11 now. I did get -- rebooted the router at my house,  
12 so I'm back on right now.

13 MR. DIVELLO: I would like to address the  
14 Board. Can you guys hear me? Can you guys hear me?

15 MAYOR HUBBARD: Who's trying to speak?

16 MR. DIVELLO: John Divello. Can you hear me?

17 ADMINISTRATOR PALLAS: Yes.

18 MR. DIVELLO: Yes.

19 AUDIENCE MEMBER: Yes, we can all hear you.

20 MR. DIVELLO: I think that the fact that you  
21 guys are trying to push a noise ordinance through in  
22 a year that couldn't be anymore difficult for  
23 musicians or restaurants is absolutely unacceptable  
24 to me.

25 I mean, I hear talk of Southampton noise

1 ordinances, and it's like watching paint dry.  
2 Little by little by little, if you guys listen to  
3 the voice of the few, it's going to change this town  
4 completely. I mean, everything that makes this town  
5 great is slowly disappearing, and it's not right.

6 What exactly are we -- are we -- are we  
7 talking about? Claudio's has been having live music  
8 since the pirate ships, I mean, it's not anything  
9 new. So what are we talking about here?

10 And the fact that we're even having a meeting  
11 where we can't sit in the same room is not right.  
12 We got to -- we got to wait until we can sit down in  
13 a room together and hash it out.

14 I don't know if you heard me or not, because  
15 who knows. I don't know. I mean, I don't know if  
16 you heard me or not. It's --

17 TRUSTEE MARTILOTTA: We heard you, sir.

18 ADMINISTRATOR PALLAS: Yes, we heard you.

19 MS. DIVELLO: Okay. I think -- I think this  
20 thing needs to be tabled until, like Rich said, we  
21 can get in a room and come up with something that  
22 makes sense. No one's looking to like keep people  
23 up all night, but what we need to do is wait until  
24 there's a time where we can -- we can do this the  
25 right way.

1           There's never been a harder time to be a  
2 musician than in 2021. I have the luxury of having  
3 a day job, but a lot of people don't have that. And  
4 you need to take that into consideration, like  
5 people that come to Greenport to play music and come  
6 to the North Fork to listen to music, I mean, that's  
7 how they pay their bills. And these restaurants  
8 that want to keep people at their places need to  
9 make money.

10           I mean, it all comes down to economics and  
11 the fact that one person on Sixth Street, or  
12 wherever, has a problem with it, I mean, maybe --  
13 maybe we need to think about -- nothing's changed  
14 here. Greenport has been the same great town that  
15 it's always been, and we just need to remember that.

16           MS. WADE: This is Sixth Street again. Could  
17 I just respond, that 30 years ago, Claudio's Clam  
18 Bar was an entirely different thing, and played  
19 horribly loud music where we could sing along so  
20 many blocks away. They did something, they hired an  
21 acoustical expert, or whatever, and they dealt with  
22 it. And then the owners changed recently, and since  
23 the new owners came in, it's really different.

24           So --

25           MR. DIVELLO: I happen to disagree

1 completely. They're the same --

2 MAYOR HUBBARD: Randy, we're not going to go  
3 back and forth between people talking. He's  
4 addressed the Board to us. We're not going to  
5 back -- I'm sorry, I was muted at that time, I was  
6 trying to stop you.

7 John, just so I could clarify a couple of  
8 things. This noise code had the BID input on it  
9 back in 2019. This isn't something that just came  
10 up now, it's been on the table for two years. The  
11 public hearing was supposed to be in March of this  
12 year and that got cancelled on the original noise  
13 code. So this didn't just pop up because of the  
14 middle of COVID and nobody had nothing to do.

15 MS. DIVELLO: I didn't say that it did.

16 MAYOR HUBBARD: They had input on the  
17 original code, and then it got tabled by the  
18 Trustees to make some modifications on the decibel  
19 readings in August and it came back up now.

20 MR. DIVELLO: And where did your -- where did  
21 your information for your decibel readings come  
22 from? Because to me -- because I'm at 65 decibels  
23 right now.

24 MAYOR HUBBARD: Okay. Well, you can holler  
25 all you want. You know, we can just mute you, too.

1 MS. DIVELLO: I'm not hollering, I'm just  
2 telling you.

3 MAYOR HUBBARD: But just I'm explaining the  
4 facts of what --

5 MR. DIVELLO: You need to do your homework.  
6 You need to do your homework.

7 MAYOR HUBBARD: You're saying we're doing  
8 this now and rushing it through. This has been on  
9 the table for over two years.

10 MS. DIVELLO: What does that mean?

11 MAYOR HUBBARD: It's not something that -- go  
12 ahead, you speak.

13 MR. DIVELLO: I will speak. You didn't do  
14 your homework, and you're trying to pass a code that  
15 doesn't work for the Town and it doesn't work for  
16 me. So the fact that you wanted to pass it then  
17 doesn't matter to me, or it doesn't matter to  
18 hundreds and hundreds of other people. What you're  
19 listening to is two or three people that have a  
20 problem with something that's been the same thing  
21 for the same way.

22 I don't believe for one second that Claudio's  
23 bands are any louder today than they were 20 years  
24 ago. You want to make it Southampton or Sag Harbor,  
25 that's what I want?

1 TRUSTEE PHILLIPS: Mr. Mayor, may I --

2 MS. DIVELLO: Is that what you want, you want  
3 Greenport to be that?

4 TRUSTEE PHILLIPS: Mr. Mayor, may I ask John  
5 Divello a question, please?

6 MR. DIVELLO: Yeah.

7 MAYOR HUBBARD: Okay, go ahead, I'm done  
8 talking to him.

9 TRUSTEE PHILLIPS: Okay. John, understand  
10 that the code that we looked at has been in  
11 existence since 1996. It was in existence because  
12 in 1996 there was issues with the residents being  
13 uncomfortable with the amount of music that many  
14 probably would remember, it used to be called the  
15 "Battle of the Bands".

16 This code, if it was really enforced  
17 currently to the letter, would really cause more  
18 problems for those in the Business District who do  
19 have amplified music. So I think that, in all  
20 honesty, I understand where you're coming from with  
21 those who do play and are musicians, and I  
22 appreciate the input, and I think it's important to  
23 the input, but I don't think we need to be  
24 argumentative about it.

25 MS. DIVELLO: Well, I am passionate about it,

1 and I am argumentative about it, because I think  
2 it's not right.

3 TRUSTEE PHILLIPS: Excuse me. Excuse me.  
4 I'd like to hear your input as to how the musicians  
5 are currently performing in the Village, because  
6 they did perform this summer.

7 And understand that we are a multi-zoned  
8 village that has residential and commercial combined  
9 on borderlines. So, please, remember the residents  
10 also have a right to express their opinions, and  
11 it's not just one or two, it's been a few, okay?

12 So please explain to me how amplified music  
13 being curtailed, if you're playing live music  
14 without amplification, tell me, you know, what are  
15 your decibel levels?

16 MS. DIVELLO: I don't know anything about  
17 decibel levels, so I can't tell you. All I know is  
18 the -- what I do know is that singing without a  
19 microphone is above your decibel level for a fact.

20 MS. KING: I actually -- if I could say  
21 something, I just made a couple of videos about  
22 that, because as a musician myself who plays in  
23 Greenport -- can I speak? Am I allowed to speak?

24 TRUSTEE PHILLIPS: I think the Mayor needs to  
25 acknowledge that you're talking and go one at a

1 time.

2 MS. KING: Okay.

3 MS. DIVELLO: I would -- I'm done. I would  
4 love to hear Julia talk

5 TRUSTEE PHILLIPS: Mr. Mayor?

6 MAYOR HUBBARD: Okay, go right ahead. You  
7 just need to put a name to it, so the Transcriptionist  
8 can know who's speaking.

9 MS. KING: Okay. My name is Julia King and I  
10 own a home on Broad Street. And, you know, I am a  
11 musician here in Greenport, and it was before the  
12 pandemic my main source of income.

13 And I also -- when this decibel thing came  
14 up, I was like, oh, my God, like 65 decibels, that  
15 seems really low. I -- and I was like I actually  
16 don't know that much in the decibel realm. You  
17 know, I know about music, and I know about amplified  
18 music, but I was like, well, let me buy a decibel  
19 meter and let me run some tests, you know. And so  
20 I took my decibel meter and I stood, you know, "X"  
21 amount of feet away from it indoors and outdoors,  
22 and I can amplify my voice to 85 decibels with no  
23 microphone from like 30 feet away. It's like the  
24 easiest thing to do.

25 You know, and that being said, what my

1 conclusion really was with that is that, you know,  
2 85 isn't necessarily outrageous, but like there has  
3 to be specific guidelines, you know what I mean?  
4 Like, if you're trying to say, you know, Claudio's  
5 has to be at 85 decibels from like right outside,  
6 that's crazy. Like the streets of New York are 86  
7 decibels, you know, in a day, you know, just on a  
8 regular day.

9           You can't really say an arbitrary decibel  
10 number without strict -- like strict things that go  
11 along with it, and for indoor, outdoor, you know,  
12 this, that and the other thing. You just -- you  
13 can't, because 65 decibels, like John said, I am  
14 speaking at over 65 decibels right now. And I could  
15 show you my meter, I can get it out if you'd like,  
16 but like that's a quiet conversation.

17           And to think that Greenport on a Saturday  
18 night at after 12 a.m. is going to be at 65 decibels  
19 is absolutely insane. Like it's just -- it's going  
20 to cause so many problems, and eventually it's going  
21 to exhaust the business owners who hire us, who we  
22 rely on, to say, "You know what, having live music  
23 is just way too much of a headache, I'm not going to  
24 hire you anymore."

25           And you want to know what's going to happen?

1 We are going to end up like Southampton. I am from  
2 Southampton, I watched it decline as a child. And  
3 you don't want to be a village that has empty  
4 storefronts, like more empty than there are full,  
5 that the Mayor has to make laws to put art up in the  
6 windows, because, you know, they're all empty. And  
7 because, when I was a child, people passed laws  
8 quickly. They didn't think about the people who  
9 made the village what it is, and the artists who  
10 survive because of entrepreneurs and business  
11 owners.

12 Like this village will be nothing without us,  
13 nothing without musicians. It will be nothing  
14 without artists, it will be nothing without  
15 entrepreneurs. And if we don't think about our  
16 codes, research what we are putting in those codes,  
17 and make it very clear, like Rich said, make it very  
18 clear and understandable to anyone, not just a  
19 lawyer, not just whatever. It should be  
20 understandable to me, it should be understandable to  
21 everyone in this conversation right now. It  
22 shouldn't be some confusing thing, it should be very  
23 straightforward and very clear, so it can be  
24 enforced and it can be followed, and that fines can  
25 be given to people who are breaking the fair and

1 just code. And that's all.

2 MAYOR HUBBARD: Okay, thank you. Anybody  
3 else wish to address the Board?

4 MR. PELTON: Mr. Mayor and the Board, I'd  
5 like to address the Board. My name is Brent Pelton,  
6 210 Main Street and 300 Main Street.

7 I'd like to reiterate I support the BID's  
8 position of getting outside expertise to make sure  
9 that we pass a bill that actually makes sense for  
10 the residents and the business owners. I know that  
11 I want to be a good neighbor to everyone in the  
12 Village, and I'm quite concerned about the 8 p.m.  
13 cutoff, because as we go from 65 decibels to 58  
14 decibels, I'm concerned that just a full dining room  
15 is going to far exceed the 58 decibels. The outdoor  
16 dining area is going exceed that. I just don't  
17 think that it makes sense.

18 And I can hope that I don't get this trouble,  
19 but I want to live within -- within the law to the  
20 extent possible. And I don't think that it's fair  
21 to us and the other businesses that are trying to  
22 run legitimate businesses to pass an ordinance that  
23 we just are not going to be able to stay within.

24 Randy Wade spoke about how she loved going to  
25 Green Hill to listen to life music. That's great,

1 I'm glad that you do. But I can guarantee you, when  
2 their door is open, they are exceeding this noise --  
3 this noise ordinance. You like to be there after  
4 8 p.m.? I mean, Shocking, 58 decibels is all they  
5 get.

6 I really want to be a good neighbor, I want  
7 to make this work. I think that we can work. I  
8 think that business owners are -- I know that we are  
9 happy to try to remediate our -- any sort of noise  
10 coming out of our property. But I just think that  
11 this is being rushed through, and the decibel levels  
12 are too low, and the 8 p.m. cutoff is too early.

13 So thank you very much. I appreciate  
14 everyone's efforts at this, trying to come up with a  
15 solution that works for everyone in the Village.

16 MR. BENGOLEA: Hello. Can I speak? Hello.

17 PASTOR PRIMM: I would like to speak.

18 MR. BENGOLEA: Can you hear me?

19 MAYOR HUBBARD: Yes, go right ahead.

20 MR. BENGOLEA: My name is Alberto Bengolea,  
21 and I'm agreeing with everybody, with everything  
22 that is being said so far. Even that there may be  
23 different positions, but I'm in agreement with  
24 everything.

25 But basically, yes, the decibel limit is a

1 little bit extreme. And I just want to remind  
2 everybody that two years ago, there was a town  
3 hearing to decide about a temporary live music  
4 permit for Green Hill Kitchen under the condition  
5 that the permit could be suspended if there were any  
6 complaints. As far as I know, these complaints are  
7 not -- you know, happened, which means to me that --  
8 and the music, like everybody said, was audible from  
9 the street and to people passing by. That is  
10 telling us that nobody was complaining, probably  
11 because the sound was being perceived as a positive  
12 or constructive element by the majority of people  
13 passing by.

14 So I would suggest that one of the things  
15 that maybe, you know, I suggest -- I mean, it would  
16 be nice to consider is the differentiation between  
17 sound and noise. This is a very debatable  
18 distinction, but the bottom line is the question  
19 should be are these extra decibels contributing in  
20 any way to the social, cultural or business  
21 development of Greenport? If the answer is yes,  
22 those decibels should be labeled sound and should be  
23 interpreted in a different way as noise, let's say  
24 coming from a bikers', you know, event or something  
25 like that, I would say.

1           So -- and that should be -- that criteria  
2           should be utilized by inspectors when supervising  
3           the noise situation. Is this contributing to  
4           Greenport, yes or no? I mean, it's a very long  
5           shot, but I just -- that's an idea that crossed my  
6           mind, and thanks for listening to it.

7           MAYOR HUBBARD: Okay, thank you.

8           PASTOR PRIMM: I would like to speak. I  
9           would like to speak.

10          MAYOR HUBBARD: Go ahead, yes.

11          PASTOR PRIMM: Hi. My name is Pastor Gary  
12          Primm. I'm a local Pastor here in Greenport, as  
13          well as one of the partners in an event that started  
14          last September at Green Hill with the Gospel Brunch.  
15          It happened just once a month, and from the onset,  
16          it was an incredible event.

17                 I want to talk about what we're discussing  
18                 from a different perspective, perhaps, to want to  
19                 bring the decibel levels down that low. Number one,  
20                 it automatically disenfranchises the Gospel music  
21                 scene, because our music just out the door is not  
22                 necessarily loud, but it has a different vibe, it  
23                 has a different kick to it.

24                 When the Gospel Brunch takes place, we have  
25                 visitors coming into the Greenport Village from as

1 far as Brooklyn, as far as Queens, and they're  
2 coming in, they're spending money in the town, as  
3 well as at Green Hill. And they're shopping in the  
4 shops, they're walking around, they're enjoying our  
5 town, but they're coming from the music, they're  
6 coming for the message in the music. And to  
7 actually say that the volume should be so low that  
8 it is not -- it's really not enjoyable for our style  
9 of music automatically shuts down, you know, our  
10 genre.

11 Let me say it from this angle. Since I've  
12 been in the Village, since I've been in Greenport,  
13 we have wanted to bring Gospel music to the Monday  
14 night concert series for the last six years, and  
15 every year we have been turned away. So to actually  
16 have a place and event place where we can bring our  
17 music and the residents are enjoying it, and people  
18 from out of the Greenport Village coming in to  
19 enjoy, to actually say that, you know, you guys have  
20 to play at this level, it's really -- it just has a  
21 bad vibe.

22 I agree that there should be some guidelines,  
23 but I think to actually stipulate something, and I  
24 understand that it's going to be checked and  
25 double-checked and triple-checked, but to actually

1 say to a musician, no matter what the genre, that  
2 you should play at this level, and you, yourself,  
3 are not a musician, you, yourself, you know, don't  
4 really understand what it is to express your music  
5 in a particular way, it's really like a slap in the  
6 face, and I don't think anyone is doing that, you  
7 know, to be mean spirited.

8 I would just ask that the staff and the team  
9 would consider all aspects, all genres, because jazz  
10 music, yes, can be played at a certain decibel, but  
11 Gospel, not so much. It can't be played as far as  
12 the feel, as far as the sound, as far as the vibe as  
13 jazz, or even opera, or even any other style of  
14 music. So I would hope that as we're moving  
15 forward, that we would take those things into  
16 consideration.

17 I can speak as being one of the partners in  
18 the company that brings it to Greenport, Beat for  
19 Gospel. I know from our numbers that we are  
20 bringing in 50 to 60 to 100 people that would never  
21 ever, ever come to Greenport just because of the  
22 distance. But after coming to an event and hearing  
23 the music that they love in a town that they've  
24 never been, many are staying overnight, spending  
25 more money in our city.

1           So I just hope -- Mr. Mayor and the Board, I  
2           thank you for this moment. I just hope and I pray  
3           that you would consider all, and perhaps bring in  
4           some of us who are musicians to sit and to hear our  
5           input outside of a meeting such as this, but the  
6           actual real meeting, the nuts and bolts part of the  
7           conversation, so that the musicians, the artistry  
8           and the artists can be well represented, and the  
9           artists that are local will not take our music to  
10          another city, to another town that will appreciate  
11          it. And I just hope that you will give that  
12          consideration moving forward. Thank you.

13           MAYOR HUBBARD: Okay, thank you. Anybody  
14          else wish to address the Board?

15           MS. OSINSKI: (Raise Hand)

16           MR. KULSZISKI: This is Charlie Kulsziski.

17           MAYOR HUBBARD: The lady with the blue shirt  
18          that was waving her hand.

19           TRUSTEE PHILLIPS: Isabel Osinski.

20           MAYOR HUBBARD: Unmute yourself.

21           MS. OSINSKI: Hi. My name is Isabel Osinski,  
22          I'm at 307 Flint Street.

23           I just would like to say that the Village is  
24          getting -- has become and becoming extremely  
25          crowded, and it's -- I've noticed that it's not

1 just -- you know, we used to have music Friday,  
2 Saturday night, and at 5 o'clock on Sunday it would  
3 stop, so you could kind of tolerate -- even if you  
4 liked the music, okay. But if you didn't like the  
5 music, you'd tolerate it, because it would end by,  
6 you know, like over the weekend.

7 Music doesn't stop anymore, it's 7 days a  
8 week. I mean, you can't take a left and a right  
9 turn, because there's so many cars, there's so many  
10 people walking, that we literally have -- trying to  
11 make an oyster delivery and had some woman just run  
12 right into the truck -- the van, you know, just like  
13 it is so crowded on the streets.

14 So I just hope that you take consideration of  
15 it, that this is an extremely -- it's a situation  
16 that has grown beyond our -- you know, beyond,  
17 beyond -- it escalated with the COVID, with people  
18 coming to Greenport, because they love the small  
19 town, they love the fresh air. But, at the same  
20 time, it's got to be -- it has become a situation  
21 that, you know, you could be good neighbors and you  
22 could say, "Can you turn it down?" And you can  
23 say -- you know, you can talk to each other and  
24 communicate, but there's a push for people to, you  
25 know, make money during the summer, which is, you

1 know, understandable.

2 So it has to be -- the Village has to take  
3 some leadership here. The Village cannot sit  
4 here -- I don't think that having -- a business that  
5 wants to make noise, businesses that want to make  
6 noise really shouldn't be hiring consultants to  
7 discuss the noise, and then give a report to the  
8 Village from a party that's not interested in all of  
9 ours. But, you know, it's -- it should be a very  
10 fair assessment, not just what some businesses want  
11 or some musicians want. We all want -- we all like  
12 music and we all like doing what we want to do, but  
13 we've got to live together. It's a very crowded  
14 village. Thank you.

15 MAYOR HUBBARD: Okay, thank you.

16 MS. OSINSKI: Thank you for doing a good job.

17 MR. FLOTTERON: I'd like to ask a question,  
18 if possible.

19 MAYOR HUBBARD: Okay. Who is this?

20 MR. FLOTTERON: My name is Joe Flotteron, I  
21 live at the Poor Boy's Yacht Club, 127 Sterling  
22 Avenue.

23 MAYOR HUBBARD: Okay.

24 MR. FLOTTERON: I'm curious, as you guys are  
25 discussing this, what -- what you guys think the

1 outcome of your legislation is, because, you know,  
2 whatever decisions you make, we're talking about the  
3 decibel level, you know, the time to do it and  
4 everything.

5 So, if you guys pass a law with the, you  
6 know, 85, whatever it is, number after 8 p.m., what  
7 does the future look like for Greenport Village,  
8 then, for, you know, not only the business owners,  
9 but somebody, you know, who owns property, walking  
10 down the street, or whatever. Is there a noise  
11 ordinance officer walking around with like, you  
12 know, some kind of meter checking on people? Like  
13 do we have to -- I just feel that this, you know, it  
14 creates this line and this sense of like discomfort  
15 and fear for all of the businesses that drive this  
16 town.

17 And I really -- you know, I understand  
18 there's different people and different perspectives  
19 on this, but I'd really be curious for everybody  
20 against -- who's against this to see how they are  
21 and where they're getting their checks from.  
22 Because I feel like I'm watching a lot of young  
23 people that have moved out here and are making a  
24 living in these businesses saying that this is going  
25 to harm them, and then a lot of other people that

1 are worried about having to close their windows and  
2 turn their air conditioners on. And if you weigh  
3 those two issues against each other, I really don't  
4 see how they're equal. There's -- you're talking  
5 about people being able to make a living and survive  
6 in this environment, and you're talking about a  
7 relative inconvenience.

8 I'm okay to clamp down this, to say that  
9 there's a cutoff, but I think like an 8 p.m. cutoff,  
10 an 85 decibel cutoff, I think the cutoff needs to be  
11 really, really high and aimed at, you know, the most  
12 egregious situations that you guys keep referring  
13 back to. But as it stands right now, this  
14 legislation is going to target and impact everybody.

15 So I'd like to hear specifically from the  
16 Board what you're looking for, what you want the  
17 outcome here to be. Do you want to see no  
18 restaurant bar dance music activity after 8 p.m.?  
19 Do you like -- what do you want to have come out of  
20 this?

21 MAYOR HUBBARD: Okay. Any of the Trustees  
22 want to answer that?

23 MR. FLOTTERON: If you can't answer that  
24 question, you can't pass this legislation, it's that  
25 simple. You can't just pass it and then whatever

1 happens happens. The goal here is not the  
2 legislation, the goal here is the outcome. And I  
3 want to see a specific and detailed answer on the  
4 outcome, because that's what impacts all of us.  
5 It's not -- this isn't about the legislation, it's  
6 about what you want the town to look like between  
7 8 p.m. and 2 a.m. on Saturday. And if what you want  
8 it to look like is we have the noise Gestapo walking  
9 around and everybody's scared to open their  
10 business, I'm not in support of that, that's  
11 ridiculous.

12 TRUSTEE PHILLIPS: Mr. Mayor, if I may say  
13 something, because he kind of --

14 MAYOR HUBBARD: That's what -- he was asking  
15 the whole Board, not just me, and I want the  
16 Trustees to get involved in this discussion.

17 TRUSTEE PHILLIPS: Joe, I think that the  
18 original goal, and I think it still is the goal, is  
19 that, first of all, there's a discussion going on  
20 that there needs to be mutual respect between  
21 residential and the business community as far as  
22 activities, and I think you would go along with  
23 that, that we need to respect each other.

24 I think that the decibel question has been  
25 raised, and I think that's been raised at the work

1 session, that we need to review that. But I think  
2 the ultimate goal is to get a general consensus  
3 between all of us that live in this community that  
4 we call home, the Village of Greenport, and we have  
5 the opportunity to enjoy, whether you enjoy going  
6 downtown and then listening to the music, but you  
7 also can enjoy your home and have peace -- not peace  
8 and quiet. We all know in the summertime that's not  
9 going to be. A common destination, and that's part  
10 of it.

11 But I think that the whole original intent  
12 was to get the discussion going, to have the  
13 different zones of this community respect each  
14 other, and I think that's the ultimate goal. And I  
15 said that -- and I think that's where we started.

16 And yes, there is the question of  
17 enforcement, but we had many complaints as to how it  
18 was enforced last year, or when people went -- not  
19 last year, the year before. So I think that there  
20 needs to be the expectations of what's expected of  
21 everybody, so that everybody's on a level playing  
22 field. And I don't --

23 MR. FLOTTERON: But my question is do you --  
24 my questions is exactly about those expectations and  
25 you're being vague. I specifically want to know if

1       you guys want the Town of Greenport between 8 p.m.  
2       and 2 a.m. to be as silent as death, as a dead,  
3       economically destitute town with nothing going on,  
4       so that you can sleep with your windows open?

5                TRUSTEE PHILLIPS: I think I just answered  
6       you, is that it has to be -- we have to have a  
7       general consensus --

8                MR. FLOTTERON: You're being -- you're  
9       being -- you're being vague, which is fine, you  
10      know, if we have to explore to find the answer. But  
11      what I feel right now is that what we're proposing  
12      is silence against sound. And I love -- I forget  
13      his name, but the man who spoke before and  
14      differentiated between noise and sound, both of  
15      which are measured in decibels, there's a huge  
16      difference. And if we're going to go after  
17      everybody who makes any sound whatsoever between  
18      8 p.m. and 2 a.m., then, you know, if we're going to  
19      live in that town, I also want to go after everybody  
20      who starts doing construction or runs a lawnmower at  
21      7 a.m. And we should hire 20 Enforcement Officers  
22      with some Dr. Seuss looking meters and have them  
23      walk around the street all the time and write  
24      tickets. Revenue will go through the roof, right?  
25      Everybody will be lining up to come to Greenport.

1 TRUSTEE ROBINS: Mayor.

2 MR. FLOTTERON: If you guys over-legislate  
3 this, you are impacting people's lives, people's  
4 jobs, and for convenience. You're talking about  
5 respect. I can't think of anything less respectful  
6 than taking food off of your neighbor's table, which  
7 is literally what you're going to do.

8 If you want Claudio's to shut up or play  
9 better music, just write them some tickets. But  
10 passing broad-based legislation that's going to  
11 prevent every single restaurant and outdoor  
12 establishment in the summertime from being able to  
13 make any noise is ridiculous, and I'm ashamed of  
14 this Board for even thinking about something so dumb  
15 and thoughtless after the year of COVID, when those  
16 businesses need the help more than anybody. I wish  
17 that I was there so that you could see the look on  
18 my face.

19 MAYOR HUBBARD: Okay, thank you. Anybody  
20 else wish to address the Board?

21 MR. KULSZISKI: Yes, Charlie Kulsziski. Can  
22 I say something?

23 MAYOR HUBBARD: Okay. What's the name.

24 MR. KULSZISKI: That's Charlie Kulsziski at  
25 433 Main Street. And I'm right across from the

1 Opera House, the carpet store right next to  
2 Times Vintage.

3 So I'm right on a block that has a lot of  
4 noise on it. And Greenport has definitely changed.  
5 There used to be -- I've been here for just over 30  
6 years now. So there used to be two liquor licenses  
7 on this block, and now there's 12 liquor licenses on  
8 this block.

9 And right now there's two businesses --  
10 there's two businesses that have speakers out on the  
11 street right now. So, recently, there were five  
12 businesses with amplified music playing all  
13 different, you know, music playing out on the  
14 street. So you -- you can't go out of the house  
15 without listening to other people's music.

16 Right next door to me, there is a bar and a  
17 nightclub, and just closing my windows and turning  
18 on all the air conditioners in the house, I have a  
19 big house, so I have a lot of air conditioning  
20 units, that doesn't do anything, because the house  
21 shakes from the vibrations of the sound and the beat  
22 of the music. So I definitely can't have -- I  
23 wouldn't even think of having the windows open.

24 And this year I haven't -- I'm in  
25 entertainment, so my business has not been open this

1 entire year since last March 13th, so I know a lot  
2 of people are without work, but the bar next door  
3 stayed open this year until the beginning of  
4 January. Most businesses out here I think have had  
5 an extended season, from what I've seen. So they've  
6 been pumping their disco beat into my house, you  
7 know, the beginning of January, and it doesn't stop  
8 at, you know, midnight, it goes until dawn.  
9 Whatever -- whenever the sun comes up, that's when  
10 the music stops, and the back bar opens up at a  
11 certain hour.

12 And the big thing of the whole thing is  
13 enforcement, because we only have one Enforcement  
14 Officer, and the -- if you complain to the Police,  
15 the Police show up. They're really good about  
16 showing up, but they have no authority to do  
17 anything but ask a question -- to ask the people  
18 to -- can they please turn the music down. So as  
19 soon as the officer leaves, you know, they go back  
20 to whatever they're doing. And to get the  
21 Enforcement Officer over to actually write a  
22 violation, you have to make an appointment with the  
23 Noise Enforcement Officer to show up, and trying to  
24 plan in the future some day, when they might be  
25 making loud enough noise.

1           And really, you just walk up to the place  
2           when it's happening and you'll see that it's  
3           excessive. It's not like, you know, one or two  
4           nights a week, or, you know, occasionally, it's  
5           constant. So it's really having somebody who could  
6           show up in the moment when it's happening and  
7           experience the noise without any meters or anything  
8           and just say, "This is pretty loud," and then write  
9           a violation for it.

10           And one thing that I think is in the code now  
11           is that once a violation is written, even if the  
12           business changes its name, which I think they do a  
13           lot, the next time the Code Enforcement shows up, it  
14           gets, you know, a violation written. But, really, I  
15           think the Southold Police should be able to write a  
16           violation for this, because it takes multiple,  
17           multiple times of calling and talking to our Noise  
18           Enforcement Officer to try and find one moment when  
19           the Noise Officer might be available at 1 o'clock,  
20           or 2 o'clock, or 4 o'clock in the morning, when I  
21           would expect someone with a job like that would be  
22           sleeping.

23           But I think that's it. Thank you very much.

24           MAYOR HUBBARD: Okay, thank you.

25           MR. FLOTTERON: I just want to point out that

1 that complaint came from Main Street. Like if you  
2 can't make -- play music on Main Street in a town,  
3 where within that town from a zoning perspective  
4 would an appropriate place to be playing music or  
5 having a drinking or eating establishment be?

6 MR. KULSZISKI: I don't think you would -- I  
7 don't think we should be talking back and forth in a  
8 meeting like this. I think one person and then the  
9 next person makes a comment.

10 MS. DIVELLO: Can I address the Board?

11 MR. KULSZISKI: So -- no. So I'm going to  
12 respond, since you're talking to me.

13 MAYOR HUBBARD: Okay. So we got your  
14 comment. John, there's another lady that has her  
15 hand up. She hasn't spoken, and you've already had  
16 a chance to speak. Let's let this lady with her  
17 hand up with the blue shirt speak.

18 MR. KULSZISKI: Okay, thanks very much.

19 MAYOR HUBBARD: Okay. You have to unmute  
20 yourself.

21 MS. HAMMES: Are you referring to me,  
22 Mayor Hubbard?

23 MAYOR HUBBARD: Yes, I am.

24 MS. HAMMES: Okay, yeah. This is Tricia  
25 Hammes. I am at 603 Main Street. I've already

1 written you all my thoughts in a five-page letter,  
2 which I am not going to reiterate at this point. I  
3 think I made it clear, I think the code needs a lot  
4 of work in terms of when you try to read it and  
5 piece it together.

6 I guess having gone back through it one more  
7 time, I wanted to raise one other point, which is  
8 not at all related to the commercial district. But  
9 when you -- you know, in the amend -- in the  
10 proposed amendments, you bring the residences into  
11 the decibel limits, but they're also still subject  
12 to -- I think it's 88(5)(A)(1) which talks about  
13 unreasonable noise from sound reproduction devices,  
14 and I guess I would think that that's still the  
15 appropriate code that should apply in the  
16 residential district, as opposed to the decibel  
17 limits.

18 I just am worried that you would play your CD  
19 player in the backyard at 55. You know, it's going  
20 to hit 65 to go to the point that Julia's made.  
21 Just talking is 65 decibels. And, you know, if  
22 you're like within 5 feet of the property line, your  
23 neighbors have the right to call and complain, and  
24 suddenly the third time, you have a \$2500 fine.  
25 That just I don't think is at all what you all

1 intend.

2 I get that we don't all want to play crazy  
3 music and noise going on in our backyards at all  
4 hours of the night, but I think that the permission  
5 that's already in there and is in the existing code  
6 talks about unreasonable noise, protects on that  
7 point for the residents. So I would just ask you  
8 all to take that into consideration, in addition to  
9 the other points in my letter.

10 And as a resident of the Village, I don't own  
11 a business, don't have any skin in the game, just  
12 that I want to see a vibrant Village. I am very  
13 sympathetic to most of the points that have been  
14 raised by the musicians and businesses this evening,  
15 and encourage you all, as I already have, to take a  
16 really hard look at the code, as well as to look at  
17 what the practical implications are of what's being  
18 proposed. That's it. Thank you.

19 MAYOR HUBBARD: Okay, thank you. And yes,  
20 that's why we're having the public hearing, to get  
21 input from everybody, businesses, residents and  
22 everybody else. That's why we're doing this, to get  
23 the information from anybody, and then we will be  
24 working on the draft code.

25 Is there anybody else who wishes to address

1 the Board?

2 MS. DIVELLO: I'd like to address the Board.  
3 So I live at 463 Main Street, which is above a bar  
4 and a restaurant, above two bars and a restaurant,  
5 and across the street from the same place that is  
6 being complained about. I own two houses across  
7 from -- on Wiggins Street, across from the train  
8 station. And if you don't like the noise, you could  
9 buy a set earplugs for two cents and the problem is  
10 done. I mean, it's like you don't need a code  
11 enforcer and a decibel reader. Put some earplugs in  
12 your ears and be done with it.

13 I mean, I agree, I agree with Joe, he's 100%  
14 on the money. You don't even know where you're  
15 trying to go. That's it.

16 MAYOR HUBBARD: Okay. The gentleman that  
17 said you had -- yes, go ahead.

18 MR. MATSUOKA: Mr. Mayor, this is Tora  
19 Matsuoka calling on behalf of Claudio's Restaurant.  
20 I'm absolutely appreciative that this is a Zoom  
21 call, because I feel like I might have gotten  
22 tomatoes thrown at me if I came up in a public  
23 meeting.

24 I am extremely thankful for this opportunity  
25 for the Board to include the business community into

1 this critical code update. I think that type of  
2 leadership really encourages this type of open  
3 communication, and will lead us to the ultimate goal  
4 of a code that really works for the group, right?  
5 Maybe not everybody, but for most people.

6 From my perspective, personally, owning and  
7 operating businesses, hospitality businesses for  
8 most of my life, I think the fact that we're having  
9 a discussion like this indicates that we have a  
10 vibrant and growing village, and we should all be  
11 proud of that, and we should all be able to enjoy  
12 that.

13 Claudio's also greatly appreciates the  
14 consideration to allow time for the BID to work with  
15 sound professionals to collect pertinent  
16 information, so that we can create a successful  
17 clear and fair code that all Village businesses and  
18 residents can adhere to.

19 And I think that's really the key here,  
20 right, is bringing in professionals who understand  
21 these things and have worked with villages in the  
22 past to produce fair and equitable codes that  
23 support this even balance between businesses and  
24 residences.

25 In our effort at Claudio's to support the

1 future code, especially during this current season  
2 that's coming up while the BID gathers this  
3 information and we continue to have this open  
4 dialogue with the Village and its residences,  
5 Claudio's has already hired an independent sound  
6 consultant. We have already implemented their  
7 suggestions, including sound mitigation panels  
8 throughout the property. We've also updated our  
9 sound system so that it is appropriately positioned  
10 to mitigate sound leakage from the property, as well  
11 as paid for output limiters, so that we can control  
12 and limit the maximum sound output, even when other  
13 people are plugged into our system.

14 As well, on top of that, all of this at our  
15 own expense, we have a dedicated full-time sound  
16 attendant that controls our system at all times live  
17 music is being played. To further that, this year,  
18 that individual is going to be trained for the use  
19 of a professional grade sound meter, so that we can  
20 further police our own operation.

21 If there was one request that we have for the  
22 Village, is that we hope you dedicate the same time,  
23 effort, energy and investment into the training and  
24 the equipment, so that you may enforce this code  
25 equitably amongst everyone --

1 (Audio Malfunction)

2 MR. MATSUOKA: That was perfect timing. I  
3 didn't do that. Anyway, thank you very much, I  
4 appreciate the time.

5 MAYOR HUBBARD: Okay. Thank you for the  
6 input and to the efforts you're making on your part.

7 Anybody else wish to address the Board?

8 MR. PENNESSI: Yes. Mayor Hubbard, may I?

9 MAYOR HUBBARD: Yes.

10 MR. PENNESSI: This is Dan Pennessi from the  
11 Menhaden Hotel in Greenport at 207 Front Street.

12 Mayor Hubbard and members of the Board,  
13 thanks for the opportunity. I'd just like to echo  
14 what Rich and the BID said. I think that taking the  
15 time this year to involve professionals and  
16 analyzing the entirety of the Village, the sound  
17 outputs, the background noises, will be tremendously  
18 helpful, and I think will result in a very balanced  
19 approach for the multiple uses that we have here  
20 within the Village, both residential and commercial.  
21 Thank you.

22 MAYOR HUBBARD: Okay, thank you. Anybody  
23 else? Okay. I see, yeah, the lady with her hand up.

24 MS. DELUCA: Hi, you're referring to me?

25 MAYOR HUBBARD: Yes. Sorry, there's 50

1 people on the little screen, so it's hard to see who  
2 everybody is.

3 MS. DELUCA: No problem. Good evening,  
4 everyone. My name is Marina DeLuca. I'm a  
5 full-time resident in East Marion, and I grew up in  
6 Greenport. I attended Greenport High School,  
7 graduated in (Audio Malfunction). I graduated from  
8 college (Audio Malfunction) form of the noise  
9 ordinance, and I believe that it is currently  
10 unclear based on my understanding.

11 And I went to consult a few of the Village  
12 Trustees as well to gain some of their insight into  
13 this, and I believe that in its current form, it's  
14 unclear and has the potential to significantly  
15 damage the local music community, of which I'm a  
16 part of.

17 I'm going to paraphrase for the purpose of  
18 time right now what the biggest distinction is, the  
19 problem that I am realizing, and I'm happy to extend  
20 that in written comment. But there's a new  
21 amendment in Section G(2), which many people have  
22 discussed, and it begins in Section 2(C), and  
23 continuous sound from a commercial or industrial  
24 site which has crossed the property line of the  
25 sound source site and enters a residential property

1 zoned for residential use, and that continues. But  
2 the amendment is Section D, which states during the  
3 hours of 8 p.m. to 12 a.m., midnight Friday and  
4 Saturday, sound shall not exceed the levels of 65  
5 decibels.

6 Now, when you go down, there's also a  
7 section, Section 1, Exterior Amplified Music, which  
8 states that live music and amplified music can be  
9 played and freely heard without buffering between  
10 the hours 7 a.m. in the morning until 12 p.m.  
11 midnight.

12 And then in this section as well, it goes on  
13 to -- that is in the case of somebody who has a  
14 music license. The section then goes on to state  
15 that the holder of a music permit must comply with  
16 all provisions of this chapter.

17 So the question that comes up is if this new  
18 proposed amendment in Section G is going to apply to  
19 live music if somebody has a permit to have live or  
20 amplified music.

21 So, to go on from there, if it is to apply  
22 to -- as drafted, it appears that this amendment is  
23 intended to apply to live or amplified music, even  
24 if an establishment has secured a music permit.  
25 This amendment as drafted could significantly damage

1 the entire North Fork music community.

2 A lot of local musicians make a living or a  
3 significant portion of their income playing gigs on  
4 Friday and Saturday nights, and if this amendment  
5 goes into effect, the gigs that most of these  
6 artists rely on are not going to be able to exist  
7 anymore, and this is because the 65 decibel level  
8 that's permitted is far lower than the decibel level  
9 of most music.

10 So just some reference in terms of decibel  
11 levels, the level that I'm speaking to you all right  
12 now is approximately 60 decibels.

13 I attended college and a number of my friends  
14 were audio engineers who worked with decibel levels.  
15 My singing voice generally ranges between 70 to 85  
16 decibels unmic'd, and that's just standing in a room  
17 with no microphone. Power tools such as leaf  
18 blowers and lawn tractors can generate between 90 to  
19 100 decibels of sound, and other amplified music or  
20 deejays can range between 90 and 110 decibels of  
21 sound, and that's just an average statistic.

22 And so to go on, as a local, I felt that  
23 there's a lot of change taking place across the  
24 North Fork, and in complete honesty, I haven't  
25 always been a fan of all of those changes. However,

1 the silver lining for me is that there's been a  
2 significant development in the music scene, which  
3 when I was in high school was essentially  
4 nonexistent. And the closest I got to a music scene  
5 was standing on the docks next to Claudio's with my  
6 friends listening to that music, or performing at a  
7 "Battle of the Bands" that my friends and I helped  
8 organize. But now, when I attend open mics at  
9 Green Hill or other music -- or smaller music venues  
10 in Greenport, I see high schoolers able to play at  
11 these events, and they're able to get feedback from  
12 people who make music professionally and audio  
13 engineers in that profession. This is knowledge  
14 that I would have done anything for when I was  
15 that age.

16 And based on that, the music scene has had a  
17 significant and positive impact for so many  
18 different individuals in our community, whether it  
19 be high school students with an interest in music,  
20 musicians themselves, who are now able to play and  
21 make a living at these venues, and the venues that  
22 they're playing, they're able to help business and  
23 draw people in.

24 So, to continue that, I do understand that  
25 there's reason to impose some limitations, that

1 somebody doesn't want to listen to music until two  
2 in the morning that's blasting through their walls,  
3 and I can respect that. But right now, based on the  
4 current wording of the code, the current proposition  
5 is extremely detrimental to a lot of the people who  
6 are making music.

7 As a local resident, I do understand the need  
8 to rework the current noise ordinance. I personally  
9 have experienced the bombardment of construction  
10 noise in my own neighborhood, which it can be  
11 problematic. And I don't think it's okay for people  
12 to be kept awake after 2 a.m. due to music noise,  
13 but I also do not think it's okay for residents to  
14 be bombarded by construction noise or landscaping  
15 equipment for 12 hours a day, which is currently  
16 allowed in the current proposed code, that they're  
17 allowed operate lawn care machinery between the  
18 hours of 8 a.m. to 8 p.m.

19 So I think that along with this code, if  
20 we're looking at noise that can be considered a  
21 nuisance, there are other areas that do need to be  
22 addressed in this code.

23 And, in conclusion, I believe that the Board  
24 must continue to revise the currently proposed noise  
25 ordinance, because in its current state, it's

1 unclear and could have extremely negative impacts on  
2 an entire community of people.

3 I would urge the Board to move forward with  
4 its provisions to create working groups of specific  
5 stakeholders, such as venue owners, Village  
6 residents and musicians all alike, to contribute to  
7 the development of a new ordinance that will help  
8 meet the needs of all these really important  
9 interest groups within our community.

10 I also believe that a future -- that any  
11 future amendment should have a companion narrative  
12 that will help the public to understand what is  
13 intended by this law, and how it is to be carried  
14 out, so that we can have more productive future  
15 hearings, so that people can have a better  
16 understanding of what exactly the goals are here and  
17 what we're looking to do. I think that that would  
18 be more effective, because after reading the 15-page  
19 document, there were a number of things that  
20 remained unclear to myself, and along with others  
21 who I consulted.

22 So I just wanted to thank you very much for  
23 your time tonight, and that I would be happy to be  
24 further involved in this issue, whether it be  
25 helping to implement these working groups or

1 anything like that that I could be a part of. Thank  
2 you very much.

3 TRUSTEE CLARKE: Thank you, Marina.

4 MAYOR HUBBARD: Thank you. Okay. Anybody  
5 else wish to address the Board? Okay, yes, I see  
6 you. Brown shirt with glasses, you had your  
7 hand up.

8 MR. MUELLER: Yes, I'd like to address the  
9 Board. Yes. I am Christoph Mueller, I'm the owner  
10 of Green Hill Kitchen. And as my place I hear  
11 several times being mentioned, I almost feel like  
12 should I have to give you my opinion.

13 I recognize the need for the noise ordinance.  
14 I'm sure that this is very important to get it  
15 right, so that everybody can be happy, and I  
16 appreciate the effort that is made towards this  
17 goal. But I have to say the ordinance that's on the  
18 table right now will squash music all together.  
19 This is not a workable solution.

20 So I'm in favor of the noise ordinance, but I  
21 think more works needs to be done. And it doesn't  
22 matter, really, how many iterations it takes to get  
23 to that goal, this is not wasted time. To get it  
24 right for the Greenport Village is not a waste of  
25 time, it's the right thing to do.

1           And so we need to address this issue further,  
2           and develop an ordinance that really makes sense and  
3           that we can all live with. If we get it wrong,  
4           we'll continue to have unhappy people. If we get it  
5           wrong in the sense that we still have too loud  
6           music, and too late loud music and so forth, we'll  
7           still have a lot of unhappy people. But on the  
8           other hand, if we get it wrong in the sense that  
9           we're squashing all music in Greenport, you're  
10          killing the spirit of the Village that is there now.

11           It is a fantastic place, Greenport, I love  
12          it, I'm going to move to Greenport. And I hope that  
13          we can come to a solution that allows Greenport to  
14          remain what it is now, a very vibrant place. It  
15          will help all businesses, not just the restaurant  
16          businesses or the bar businesses. It will help all  
17          the shops, everybody.

18           Greenport should be a destination for a lot  
19          of people to come. It's a tourist place in summer.  
20          And to say it is crowded and that's a negative, I  
21          think that is wrong. I think the attitude towards  
22          like restaurant people to say they just want to make  
23          money by selling a few more beers is also kind of  
24          wrong. We're giving people jobs, we're employing  
25          people, we're making a lot of customers happy. We

1 have hundreds of people, thousands of people going  
2 through our restaurants, going through our music  
3 venues and are happy. We are creating happiness in  
4 this -- in this Village. So this is not just a  
5 negative, a greedy negative of trying to sell a few  
6 more beers.

7 So I think it's important to get this right.  
8 And we're not against an ordinance, but I am for  
9 getting it right, so let's take the time to get it  
10 really right. Thank you.

11 MAYOR HUBBARD: Thank you. The lady who just  
12 took her glasses off, you had your hand up? Yes.  
13 We're getting nothing, no volume from you.

14 TRUSTEE PHILLIPS: Is she muted?

15 MAYOR HUBBARD: It shows green on her  
16 microphone, but I don't know.

17 ADMINISTRATOR PALLAS: No, she's not muted.  
18 Ma'am, you may need to turn on your microphone in  
19 the settings.

20 MR. VANDENBURGH: Mr. Mayor, may I say one  
21 thing while she's trouble-shooting that?

22 MAYOR HUBBARD: Sure. Go ahead, Rich.

23 MR. VANDENBURGH: I just wanted to -- and it  
24 says Lorraine. So, Lorraine, I'll hand over the  
25 floor to you in just a minute.

1           I just wanted to also amplify the fact that  
2 hearing some of the other comments after I had  
3 spoken. You know, from the BID's perspective, we're  
4 100% open, and willing, and excited about the  
5 ability to involve more residents on any type of a  
6 panel or input committee, workable committee. I  
7 thought some of the comments that Marina had made  
8 were spot on. So absolutely prepared to engage that  
9 kind of collective, collaborative discussion to, you  
10 know, drive towards this goal of finding a workable  
11 code that is going to be accurate and fair.

12           I also just wanted to mention that I have  
13 submitted for purposes of noting it before the Board  
14 and the Trustees, that, you know, we did submit from  
15 the BID a petition of 350-plus signatures asking  
16 that the Board hold off on a rush to pass any type  
17 of changes to the code to allow us to engage this  
18 collection of data, benchmark information to help  
19 the Board.

20           The idea is not to unfairly advocate from a  
21 business' point of view in terms of whatever  
22 experts, or information, or data, or scientific  
23 information that we're pulling, or looking to try  
24 and gather. The idea behind the BID's position or  
25 objective to secure this information is to just give

1 the Board as much possible accurate information that  
2 we possibly can. And I'm happy to engage any level  
3 of additional engagement in terms of where these  
4 actual sound register, you know, particular  
5 equipment will be positioned on the street, in the  
6 neighborhoods, on residential areas, to give as much  
7 baseline data as we possibly can to make sure that  
8 we're making the informed decisions and informing  
9 our discussions about how to achieve the best  
10 possible code.

11 So I just want to be clear that, you know,  
12 again, the BID has secured this input from this  
13 expert organization, but we're absolutely -- it's  
14 not like we're looking to do this behind closed  
15 doors. We're absolutely inviting and hoping to  
16 continue to build on the collaborative effort from  
17 our residents, as well as the Business District.

18 (Audio Malfunction)

19 LORRAINE: Hi. I'm Lorraine --

20 MR. VANDENBURGH: It sounds like Lorraine is  
21 back, so thank you.

22 LORRAINE: (Audio Malfunction) Central Avenue  
23 in Greenport. I want to just say that who knew that  
24 there were so many intelligent, thoughtful --

25 (Audio Malfunction)

1           MAYOR HUBBARD: Okay. I guess that was it  
2 from Lorraine. Anybody else wish to address the  
3 Board? Were you done, Lorraine?

4           MR. BRENNAN: I would like to speak.

5           LORRAINE: No.

6           MAYOR HUBBARD: Okay. We're getting no sound  
7 from you at all, Lorraine.

8           TRUSTEE CLARKE: It's not coming through.

9           MAYOR HUBBARD: Okay. Anybody else wish to  
10 address the Board? Okay, yes, sir.

11           MR. BRENNAN: Good evening. This is Patrick  
12 Brennan, I live at 620 First Street. I want to  
13 thank the Board and the Mayor for working on this.  
14 I know it takes a lot of effort and this is an  
15 important matter for our Village.

16           Much of what has been spoken about this  
17 evening is about amplified music and performances in  
18 the downtown area, but I want to bring to your  
19 attention a couple of other items. I submitted a  
20 letter earlier today that you may have received, so  
21 I'll try to be brief.

22           In the section on definitions, Section 88,  
23 there's a definition about homeowner's light  
24 residential outdoor equipment, and I feel like the  
25 definition misses the point where they're describing

1 a homeowners gardening equipment, but I think the  
2 important matter is who is using the equipment. So  
3 I think a distinction should be drawn between  
4 professional landscapers and homeowners. The  
5 expectations are different, and as more people in  
6 the Village are using professional landscapers, I  
7 think this is an area that could require some  
8 further attention.

9 Another area is Section 88(5) Prohibitions in  
10 Noise Sensitive Zones. As the current code exists,  
11 it's -- to my reading, it's extremely prohibitive,  
12 because it states that any disturbing sound adjacent  
13 to hospitals and houses of worship is prohibited.  
14 But we have to remember that we have a hospital  
15 within our working Waterfront Commercial District.

16 So my interest here is making sure that our  
17 other industries, not just our entertainment and  
18 hospitality industries, but other industries that  
19 occupy the Waterfront Commercial District, like  
20 aquaculture and marinas, can operate their  
21 businesses without being unnecessarily burdened by  
22 very punitive and restrictive noise ordinances.

23 Another area that I wanted to bring to your  
24 attention was the exceptions, Section 88(6). In  
25 this section, there's an exception for farming

1 activities, for agriculture. And it would seem to  
2 me that there may be an order that we have other  
3 exceptions for businesses like aquaculture, or other  
4 marine related industries that are affected by, you  
5 know, weather and tide, just like -- much like  
6 farming is. So I would hope that the Board might  
7 take a closer look at this and possibly recognize  
8 further exceptions for other types of industries.

9 And the last area is in the deletion section.  
10 I see that Section 88(7) on variances was deleted in  
11 its entirety. And I'm unclear about why that is so,  
12 and I would hope maybe someone on the Board could  
13 explain why the opportunity for variances has been  
14 eliminated. It seems to me that not allowing a  
15 variance, someone to seek relief through a variance  
16 process might be actually at odds with the goals of  
17 our Local Waterfront Revitalization Program.

18 So I'll end my comments there. Again, thank  
19 you all for your hard work on this, and I appreciate  
20 the time tonight. Thank you.

21 MAYOR HUBBARD: Okay, thank you. Anybody  
22 else wish to address the Board?

23 ADMINISTRATOR PALLAS: Mr. Mayor, there were  
24 a number of people that were only on the phone that  
25 I had to mute because of feedback. I'm not sure if

1 any of them wish to speak. I will unmute them now.

2 MAYOR HUBBARD: Okay.

3 MR. PISACANO: Unmuted?

4 MAYOR HUBBARD: Yes. Caller 1, you're  
5 unmuted if you want to speak.

6 MR. PISACANO: Is that me? Hello.

7 ADMINISTRATOR PALLAS: Yes.

8 MR. PISACANO: Is that me? Hi. Steve  
9 Pisacano. Steve Pisacano. How's everybody? How  
10 are you, Mr. Mayor?

11 MAYOR HUBBARD: Good. How are you?

12 MR. PISACANO: I echo -- good. Echo  
13 everything that Rich said from the BID. And I'm  
14 very glad that a few speakers realize the economical  
15 impact that could happen, because, as you know, I  
16 was here years ago when Greenport was a depressed  
17 area. A lot of people around probably don't even  
18 realize how bad it was here 30 years ago. And when  
19 the wharf was built, I feel it spring --  
20 spring-boarded the economical turnaround in the  
21 Village. Nothing was going on, no restaurant owners  
22 were making money. They were lucky if they got a  
23 paycheck, got themselves a paycheck. There wasn't  
24 any music in town, very little. And when the wharf  
25 was built, you could slowly see shops that would

1 close at three, they would start closing at 4, 5, 6.  
2 Now a lot of them on weekends are open until 10  
3 o'clock at night, regular shops.

4 So I just wanted people to appreciate that  
5 and realize that, and the few speakers before me  
6 showed that they agree that Greenport is not  
7 invincible. And the other famous music venues  
8 throughout Suffolk County, a lot of them when we  
9 started aren't even here anymore. So just to --  
10 just to put that thought in people's heads.

11 And I got a bunch of things to say, because  
12 it affects all the shop owners, I think it affects  
13 everybody in Greenport. I go into Frisky and I see  
14 all the tables and see all these groups of girls,  
15 bachelorette parties. I mean, they don't come to  
16 Greenport to go just to Frisky. They went to the  
17 clam bar that day, they were probably going at  
18 night, or next Sunday afternoon. Like everybody  
19 visited -- visits Claudio's at any time, you know,  
20 at one time or another. And, you know, I've done  
21 the music there for the Claudio Family for 28 years,  
22 probably thousands, and thousands, and thousands of  
23 musicians, mostly from mom and pop, a lot of local.  
24 And I just think it's important to the whole economy  
25 of Greenport.



1       enjoy going downtown and seeing the different stuff  
2       that's going on downtown all over. This was  
3       something just to control things before they got out  
4       of hand. That's the only intention that this is.  
5       And there's no way that I want to see anybody go out  
6       of business, move out, close down, and not be able  
7       to operate and enjoy the Village. That's what's  
8       made it so great and that's why it's really come to  
9       life. This is just to try to control things before  
10      they get out of hand, and that is my intention on  
11      it, but not to harm anybody at all.

12                TRUSTEE ROBINS: Mayor, it's Trustee Robins,  
13      I'd like to say something.

14                MAYOR HUBBARD: Yes.

15                TRUSTEE ROBINS: I just wanted to say that,  
16      you know, we've tried this several times. I'm the  
17      liaison to the BID, and I've been working with them  
18      for a number of years now. We've been this route a  
19      couple of times for public hearings, and this is the  
20      first time that we've had very engaged participation,  
21      and it's extremely useful. This is what we've been  
22      looking for all along. I've got to give the credit  
23      to the BID for kind of pulling this together and  
24      getting enough people to show up and get engaged in  
25      this.

1           And I think that, you know, I did -- I think  
2           I sent an email to you to make a recommendation that  
3           we kind of do need to do a thorough overhaul of this  
4           law again, and that it's important that we do get  
5           input from different parties.

6           So, you know, I do support the idea of  
7           working groups. You know, being the liaison, I'd  
8           certainly like to -- certainly like to be a part of  
9           one of them, but I think this is certainly useful to  
10          all of us. I want to thank everybody for  
11          participating tonight. Certainly helpful for me,  
12          and I wrote down everybody's comments. So thank you  
13          again for being here tonight. Good job, everybody.

14          MAYOR HUBBARD: Okay. What's the Trustees'  
15          feeling on the public hearing?

16          TRUSTEE PHILLIPS: Mr. Mayor, I think we  
17          should close the public hearing. So I'll make a  
18          *resolution to close the public hearing for the*  
19          *Chapter 88, Noise Ordinance.*

20          MAYOR HUBBARD: A second?

21          TRUSTEE ROBINS: I'll second.

22          MAYOR HUBBARD: Okay. All in favor?

23          TRUSTEE CLARKE: Aye.

24          TRUSTEE ROBINS: Aye.

25          TRUSTEE MARTILOTTA: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 MAYOR HUBBARD: Aye.

3 Opposed?

4 (No Response)

5 MAYOR HUBBARD: Motion carried, the public  
6 hearing is closed.

7 TRUSTEE PHILLIPS: Mr. Mayor, I would --

8 MAYOR HUBBARD: Thank you all for  
9 participating in that. We're going to go on. Does  
10 anybody want to address the Board on any topic?

11 MS. EDWARDS: I would like to. This is Sarah  
12 Edwards on Fifth Street.

13 MAYOR HUBBARD: Okay.

14 MS. EDWARDS: I understand that the -- from  
15 reading the minutes from the last work session, I  
16 guess, that the restoration of the Fifth Street  
17 bathrooms, the bid was recently rejected. But I'd  
18 like to get an update on some of the other elements  
19 regarding the Fifth Street Beach, specifically some  
20 of the policies and compliance issues that we talked  
21 about in the past. I know it's been an ongoing  
22 dialog, but I'd like an update, if at all possible.

23 MAYOR HUBBARD: Okay. The only update I have  
24 at this point is we had one Trustee gave back  
25 responses to me. I have not heard from other three

1 Trustees yet. Hopefully, we'll have that and we'll  
2 be able to put something together for the work  
3 session next month.

4 MS. EDWARDS: Okay, that would be great. I'm  
5 just going to point out that, as we talked about  
6 before, some of the issues that have arisen began as  
7 early as April last year, so I hope we will get to  
8 talk about this at the work session in March.

9 MAYOR HUBBARD: Okay. Yes, we definitely  
10 will.

11 MS. EDWARDS: Great.

12 MAYOR HUBBARD: Okay. Anybody else have  
13 anything to address the Board on?

14 (No Response)

15 MAYOR HUBBARD: Okay. We'll move on to our  
16 regular agenda.

17 MR. VANDENBURGH: Mr. Mayor, I just would  
18 actually like to offer the fact that the BID has  
19 also been trying to disseminate a survey to members  
20 of the community with regard to the parklets, and  
21 whether or not there is a sentiment that they should  
22 return again this year. It could be found on the  
23 Greenport BID website. And I'm hoping that anybody  
24 who has not yet answered the survey that may be on  
25 this call, or tell a friend or two to respond to the

1 survey, because the BID is excited about bringing  
2 that information back to the Board at the March work  
3 session. So we'll continue to promulgate that  
4 engagement, hopefully, for the parklet survey for  
5 the upcoming year.

6 MAYOR HUBBARD: Okay, thank you. All right.  
7 I'll offer *RESOLUTION #02-2021-1, Adopting the*  
8 *February, 20 -- 2021 agenda as printed, with one*  
9 *addition of changing the date of the tax lien sale.*  
10 I'll do that as the last resolution at the end of  
11 the abstract numbers. So moved.

12 TRUSTEE MARTILOTTA: Second.

13 MAYOR HUBBARD: All in favor?

14 TRUSTEE CLARKE: Aye.

15 TRUSTEE ROBINS: Aye.

16 TRUSTEE MARTILOTTA: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 MAYOR HUBBARD: Aye.

19 Opposed?

20 (No Response)

21 MAYOR HUBBARD: Motion carried. Okay.

22 Trustee Clarke, would you read Resolution 2?

23 TRUSTEE CLARKE: *RESOLUTION #02-2021-2,*  
24 *Accepting the monthly reports of the Greenport Fire*  
25 *Department, Village Administrator, Village*

1        *Treasurer, Village Clerk, Village Attorney, Mayor*  
2        *and Board of Trustees. So moved.*

3                TRUSTEE ROBINS: Second.

4                MAYOR HUBBARD: All in favor?

5                TRUSTEE CLARKE: Aye.

6                TRUSTEE ROBINS: Aye.

7                TRUSTEE MARTILOTTA: Aye.

8                TRUSTEE PHILLIPS: Aye.

9                MAYOR HUBBARD: Aye.

10                Opposed?

11                        (No Response)

12                MAYOR HUBBARD: Motion carried.

13                TRUSTEE ROBINS: *RESOLUTION #02-2021-3,*  
14                *RESOLUTION authorizing Treasurer Brandt to perform*  
15                *attached Budget Transfer #4767, to fund repairs,*  
16                *service and mandated New York State Department of*  
17                *Transportation inspections on the Fire Department*  
18                *trucks known as #8-3-1, 8-3-15, 8-3-3 and 8-3-4, and*  
19                *directing that Budget Transfer #4767 be included as*  
20                *part of the formal meeting minutes of the*  
21                *February 25th, 2021 Regular Meeting of the Board of*  
22                *Trustees. So moved.*

23                TRUSTEE MARTILOTTA: Second.

24                MAYOR HUBBARD: All in favor?

25                TRUSTEE CLARKE: Aye.

1 TRUSTEE ROBINS: Aye.

2 TRUSTEE MARTILOTTA: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 TRUSTEE MARTILOTTA: *RESOLUTION #02-2021-4,*  
9 *RESOLUTION authorizing Treasurer Brandt to perform*  
10 *the attached Budget Amendment #4768, to appropriate*  
11 *reserves to fund the balance of engineering services*  
12 *for the Mini Railroad Project, and directing that*  
13 *Budget number amendment -- Budget Amendment number,*  
14 *I say again, 4768 be included as part of the formal*  
15 *meeting minutes of the February 25th, 2021 Regular*  
16 *Meeting of the Board of Trustees. So moved.*

17 TRUSTEE PHILLIPS: Second.

18 MAYOR HUBBARD: All in favor?

19 TRUSTEE CLARKE: Aye.

20 TRUSTEE ROBINS: Aye.

21 TRUSTEE MARTILOTTA: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 MAYOR HUBBARD: Aye.

24 Opposed?

25 (No Response)

1           MAYOR HUBBARD: Motion carried.

2           TRUSTEE PHILLIPS: *RESOLUTION #02-2021-5,*  
3           *RESOLUTION authorizing Treasurer Brandt to perform*  
4           *attached Budget Amendment #4769, to appropriate*  
5           *reserves to fund the purchase of a new pump for the*  
6           *Nursing Home Pump Station, and directing that Budget*  
7           *Amendment #4769 be included as part of the formal*  
8           *meeting minutes of the February 25th, 2021 Regular*  
9           *Meeting of the Board of Trustees. So moved.*

10          TRUSTEE CLARKE: Second.

11          MAYOR HUBBARD: All in favor?

12          TRUSTEE CLARKE: Aye.

13          TRUSTEE ROBINS: Aye.

14          TRUSTEE MARTILOTTA: Aye.

15          TRUSTEE PHILLIPS: Aye.

16          MAYOR HUBBARD: Aye.

17                    Opposed?

18                                (No Response)

19          MAYOR HUBBARD: Motion carried.

20          TRUSTEE CLARKE: *RESOLUTION #02-2021-6,*  
21          *Authorizing Treasurer Brandt to perform attached*  
22          *Budget Transfer #4770, to fund tree stump removal*  
23          *services, per the contract awarded to Johnson Tree*  
24          *Company, with work completed on February 16, 2021,*  
25          *and directing that Budget Transfer #4770 be included*

1       *as part of the formal meeting minutes of the*  
2       *February 25th, 2021 Regular Meeting of the Board of*  
3       *Trustees. So moved.*

4               TRUSTEE ROBINS: Second.

5               MAYOR HUBBARD: All in favor?

6               TRUSTEE CLARKE: Aye.

7               TRUSTEE ROBINS: Aye.

8               TRUSTEE MARTILOTTA: Aye.

9               TRUSTEE PHILLIPS: Aye.

10              MAYOR HUBBARD: Aye.

11              Opposed?

12                               (No Response)

13              MAYOR HUBBARD: Motion carried.

14              TRUSTEE ROBINS: *RESOLUTION #02-2021-7,*  
15              *RESOLUTION accepting the resignation of Richard*  
16              *Morabito as an alternate Election Inspector for the*  
17              *Village General Election to be held on March 16th,*  
18              *2021. So moved.*

19              TRUSTEE MARTILOTTA: Second.

20              MAYOR HUBBARD: All in favor?

21              TRUSTEE CLARKE: Aye.

22              TRUSTEE ROBINS: Aye.

23              TRUSTEE MARTILOTTA: Aye.

24              TRUSTEE PHILLIPS: Aye.

25              MAYOR HUBBARD: Aye.

1           Opposed?

2                           (No Response)

3           MAYOR HUBBARD: Motion carried.

4           TRUSTEE MARTILOTTA: *RESOLUTION #2-2021-8,*  
5           *RESOLUTION allowing the Clerk's Office to appoint*  
6           *Brian Q. Smith as an alternate Election Inspector*  
7           *for the Village General Election on March 16th,*  
8           *2021. The alternate Election Inspector is to be*  
9           *paid \$14.00 per hour if required to work, and*  
10           *further authorizing the Inspector to work on the two*  
11           *Village Voter registration days, if required, as*  
12           *well as on the day of the election, if required.*  
13           *This will be expensed from Account A.1450.100*  
14           *(Election Personnel Services). So moved.*

15           TRUSTEE PHILLIPS: Second.

16           MAYOR HUBBARD: All in favor?

17           TRUSTEE CLARKE: Aye.

18           TRUSTEE ROBINS: Aye.

19           TRUSTEE MARTILOTTA: Aye.

20           TRUSTEE PHILLIPS: Aye.

21           MAYOR HUBBARD: Aye.

22           Opposed?

23                           (No Response)

24           MAYOR HUBBARD: Motion carried.

25           TRUSTEE PHILLIPS: *RESOLUTION #02-2021-9,*

1        *RESOLUTION approving the attached retainer*  
2        *agreement from Messina Perillo Hill for legal*  
3        *consulting services related to the March 16th, 2021*  
4        *Village General Election, and authorizing Mayor*  
5        *Hubbard to sign the retainer agreement between the*  
6        *Village of Greenport and Messina Perillo Hill.*

7        So moved.

8                TRUSTEE CLARKE:    Second.

9                MAYOR HUBBARD:    All in favor?

10               TRUSTEE CLARKE:    Aye.

11               TRUSTEE ROBINS:    Aye.

12               TRUSTEE MARTILOTTA:    Aye.

13               TRUSTEE PHILLIPS:    Aye.

14               MAYOR HUBBARD:    Aye.

15               Opposed?

16                                (No Response)

17               MAYOR HUBBARD:    Motion carried.

18               TRUSTEE CLARKE:    *RESOLUTION #02-2021-10,*  
19               *Ratifying the approval of attendance of any Trustee*  
20               *or management staff member at the New York*  
21               *Conference of Mayors Winter Legislative Meeting,*  
22               *held virtually on February 11th, 2021. The*  
23               *registration fee of \$50.00 per person will be*  
24               *expensed from the corresponding account numbers.*

25        So moved.

1 TRUSTEE ROBINS: Second.

2 MAYOR HUBBARD: All in favor?

3 TRUSTEE CLARKE: Aye.

4 TRUSTEE ROBINS: Aye.

5 TRUSTEE MARTILOTTA: Aye.

6 TRUSTEE PHILLIPS: Aye.

7 MAYOR HUBBARD: Aye.

8 Opposed?

9 (No Response)

10 MAYOR HUBBARD: Motion carried.

11 TRUSTEE ROBINS: *RESOLUTION #02-2021-11,*  
12 *RESOLUTION accepting the resignation of Account*  
13 *Clerk Karen Rotan, effective February 19th, 2021 per*  
14 *the resignation letter from Karen Rotan dated*  
15 *February 8th, 2021. So moved.*

16 TRUSTEE MARTILOTTA: Second.

17 MAYOR HUBBARD: All in favor?

18 TRUSTEE CLARKE: Aye.

19 TRUSTEE ROBINS: Aye.

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 MAYOR HUBBARD: Aye.

23 Opposed?

24 (No Response)

25 MAYOR HUBBARD: Motion carried.

1 TRUSTEE MARTILOTTA: *RESOLUTION #02-2021-12,*  
2 *RESOLUTION approving an increase in the hourly wage*  
3 *rate for Douglas Rocco, from \$26.68 per hour to*  
4 *\$27.87 per hour, effective March 3rd, 2021 owing to*  
5 *the completion of a job-related course of study, per*  
6 *Article VII (Salaries and Compensation), Section 9*  
7 *(c) - Earned Credits - of the collective bargaining*  
8 *agreement currently in force between the Village of*  
9 *Greenport and CSEA Local 1000. So moved.*

10 TRUSTEE PHILLIPS: Second.

11 MAYOR HUBBARD: All in favor?

12 TRUSTEE CLARKE: Aye.

13 TRUSTEE ROBINS: Aye.

14 TRUSTEE MARTILOTTA: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 MAYOR HUBBARD: Aye.

17 Opposed?

18 (No Response)

19 MAYOR HUBBARD: Motion carried.

20 TRUSTEE PHILLIPS: *RESOLUTION #02-2021-13,*  
21 *RESOLUTION approving an increase in the hourly wage*  
22 *rate for Tyler Doherty, from \$16.48 per hour to*  
23 *\$17.67 per hour, effective March 3rd, 2021 owing to*  
24 *the acquisition of substantial expertise in his area*  
25 *of employment by virtue of work experience, per*

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

5 TRUSTEE CLARKE: Second.

6 MAYOR HUBBARD: All in favor?

7 TRUSTEE CLARKE: Aye.

8 TRUSTEE ROBINS: Aye.

9 TRUSTEE MARTILOTTA: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 MAYOR HUBBARD: Aye.

12 Opposed?

13 (No Response)

14 MAYOR HUBBARD: Motion carried.

15 TRUSTEE CLARKE: *RESOLUTION #02-2021-14,*  
16 *Accepting the attached proposal as submitted by*  
17 *J.R. Holzmacher P.E., LLC dated February 12th, 2021*  
18 *to prepare the required Annual MS-4 Report; and to*  
19 *submit the Annual MS-4 Report to the New York State*  
20 *Department of Environmental Conservation, at a total*  
21 *cost of \$1,600.00; to be expensed from Account*  
22 *A.5110.450 (Miscellaneous Expense), and authorizing*  
23 *Mayor Hubbard to sign the agreement between the*  
24 *Village of Greenport and J.R. Holzmacher P.E., LLC.*  
25 So moved.

1 TRUSTEE ROBINS: Second.

2 MAYOR HUBBARD: All in favor?

3 TRUSTEE CLARKE: Aye.

4 TRUSTEE ROBINS: Aye.

5 TRUSTEE MARTILOTTA: Aye.

6 TRUSTEE PHILLIPS: Aye.

7 MAYOR HUBBARD: Aye.

8 Opposed?

9 (No Response)

10 MAYOR HUBBARD: Motion carried.

11 TRUSTEE ROBINS: *RESOLUTION #02-2021-15,*  
12 *RESOLUTION accepting the attached 2020 year-end*  
13 *Length of Service Award Program points for the*  
14 *Village of Greenport Fire Department. So moved.*

15 TRUSTEE PHILLIPS: Second.

16 MAYOR HUBBARD: All in favor?

17 TRUSTEE CLARKE: Aye.

18 TRUSTEE ROBINS: Aye.

19 TRUSTEE MARTILOTTA: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 MAYOR HUBBARD: Aye.

22 Opposed?

23 (No Response)

24 MAYOR HUBBARD: Motion carried.

25 TRUSTEE MARTILOTTA: *RESOLUTION #02-2021-16,*

1        *RESOLUTION accepting the proposal submitted by*  
2        *Haugland Energy Group LLC for the construction of a*  
3        *microgrid system as designed by CHA Consulting*  
4        *Incorporated per the proposal opening on January 14, 2021;*  
5        *contingent upon the Governor's Office of Storm*  
6        *Recovery Contract Consent, and authorizing Mayor*  
7        *Hubbard to sign the contract between the Village of*  
8        *Greenport and Haugland Energy Group LLC. So moved.*

9            TRUSTEE PHILLIPS: Second.

10          MAYOR HUBBARD: All in favor?

11          TRUSTEE CLARKE: Aye.

12          TRUSTEE ROBINS: Aye.

13          TRUSTEE MARTILOTTA: Aye.

14          TRUSTEE PHILLIPS: Aye.

15          MAYOR HUBBARD: Aye.

16          Opposed?

17                    (No Response)

18          MAYOR HUBBARD: Motion carried.

19          TRUSTEE PHILLIPS: *RESOLUTION #02-2021-17,*  
20        *RESOLUTION authorizing the solicitation of a*  
21        *Request for Proposals regarding the replacement of*  
22        *the clarifier screw pumps at the Village of*  
23        *Greenport Waste Water Treatment Plant, and directing*  
24        *Clerk Pirillo to notice the Request for Proposals*  
25        *accordingly. So moved.*

1 TRUSTEE CLARKE: Second.

2 MAYOR HUBBARD: All in favor?

3 TRUSTEE CLARKE: Aye.

4 TRUSTEE ROBINS: Aye.

5 TRUSTEE MARTILOTTA: Aye.

6 TRUSTEE PHILLIPS: Aye.

7 MAYOR HUBBARD: Aye.

8 Opposed?

9 (No Response)

10 MAYOR HUBBARD: Motion carried.

11 TRUSTEE CLARKE: *RESOLUTION #02-2021-18,*

12 *Approving all checks per the Voucher Summary Report*

13 *dated February 22nd, 2021, in the total amount of*

14 *\$400,800.60 consisting of:*

15 *o All regular checks in the amount of*

16 *\$359,677.76 and*

17 *o All prepaid checks (including wire*

18 *transfers) in the amount of \$41,122.84. So moved.*

19 TRUSTEE ROBINS: Second.

20 MAYOR HUBBARD: All in favor?

21 TRUSTEE CLARKE: Aye.

22 TRUSTEE ROBINS: Aye.

23 TRUSTEE MARTILOTTA: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 MAYOR HUBBARD: Aye.

1 Opposed?

2 (No Response)

3 MAYOR HUBBARD: Motion carried.

4 I'll offer *RESOLUTION #02-2021-19, RESOLUTION*  
5 *changing the sales -- the sale date of tax liens*  
6 *from March 9th, 2021 to April 27th, 2021 at 10 a.m.*

7 So moved.

8 TRUSTEE MARTILOTTA: Second.

9 MAYOR HUBBARD: All in favor?

10 TRUSTEE CLARKE: Aye.

11 TRUSTEE ROBINS: Aye.

12 TRUSTEE MARTILOTTA: Aye.

13 TRUSTEE PHILLIPS: Aye.

14 MAYOR HUBBARD: Aye.

15 Opposed?

16 (No Response)

17 MAYOR HUBBARD: Motion carried.

18 Okay. That concludes our regular business.

19 I want to thank everybody, and offer a *motion to*  
20 *adjourn the meeting at 8:56.* So moved.

21 TRUSTEE PHILLIPS: Second

22 TRUSTEE MARTILOTTA: Second.

23 MAYOR HUBBARD: All in favor?

24 TRUSTEE CLARKE: Aye.

25 TRUSTEE ROBINS: Aye.

1 TRUSTEE MARTILOTTA: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 MAYOR HUBBARD: Aye.

4 Opposed?

5 (No Response)

6 MAYOR HUBBARD: Motion carried.

7 Thank you, everybody, stay safe.

8 (The meeting was adjourned at 8:56 p.m.)

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# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2021 Period: 2 Trans Type: B1 - Transfer Status: Batch  
 Trans No: 4767 Trans Date: 02/09/2021 User Ref: ROBERT  
 Requested: W. MANWARING Approved: Created by: ROBERT 02/09/2021  
 Description: BUDGET TRANSFER TO FUND REPAIRS, SERVICE AND MANDATED D.O. T. Account # Order: No  
 INSPECTIONS ON UNITS 831, 8315, 833 AND 834 Print Parent Account: No

Account No.	Account Description	Amount
A.3410.412	FIRE.REPAIR & MAINT - BUILD..	-20,000.00
A.3410.415	FIRE.REPAIR & MAINT - TRANS EQUIP..	20,000.00
<b>Total Amount:</b>		0.00



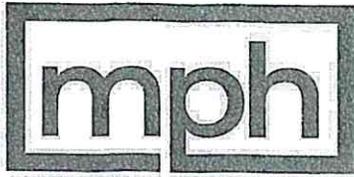
# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2021 Period: 2 Trans Type: B2 - Amend Status: Batch  
 Trans No: 4769 Trans Date: 02/10/2021 User Ref: ROBERT  
 Requested: A. HUBBARD Approved: Created by: ROBERT 02/10/2021  
 Description: TO APPROPRIATE RESERVES TO FUND THE PURCHASE OF A NEW PUMP FOR THE NURSING HOME PUMP STATION  
 Account # Order: No  
 Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	6,280.00
G.8130.204	MAJOR EQUIP REPAIRS/PURCHASES..	6,280.00
<b>Total Amount:</b>		<u>12,560.00</u>





MESSINA PERILLO HILL

Vincent J. Messina Jr.  
Partner  
vmessina@mphlawgroup.com

February 11, 2021

VIA EMAIL: [spirillo@greenportvillage.org](mailto:spirillo@greenportvillage.org)

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

Re: 2021 Village Election

Dear Ms. Pirillo:

This will confirm that you have agreed to retain and authorize Messina Perillo & Hill, LLP (“MPH”), hereinafter known as the “Firm”, to represent you as counsel in connection with the above-referenced matter.

#### BILLING

##### **A. Fees**

Our representation will be billed at our regular hourly fees charged by the Firm. Our rates for services rendered are \$250.00 hourly for Partners and Of Counsel and \$75.00 for Paralegals, for services including but not limited to, ~~training poll watchers~~ <sup>(PP)</sup>; availability on election day; review election returns and advise on impoundment, attend any canvass of ballots, and litigation related to same. All time expended shall be recorded at one-tenth (0.1) of an hour and billing shall so indicate. All phone calls shall be billed at a minimum of one-tenth (0.10) of any hour.

##### **B. Disbursements**

In addition to our hourly charges, you understand and agree that you will be responsible for our customary and reasonable out-of-pocket disbursements, including such items as filing fees, travel expenses, mileage, postage, messengers, duplicating costs, secretarial overtime, legal computer research, transcript charges, etc.

### **C. Retainer**

No retainer is required at this time. If, during the course of our services, we should determine that a retainer has become necessary, we shall notify you promptly of same.

We will keep you informed of developments in the case. If we have given you an initial estimate of fees, we will advise you promptly if it appears our legal fees will be more than the initial estimate.

### **D. Billing Procedures**

It is further understood that the Firm will issue statements for our professional services and related costs and disbursements at such intervals as we deem appropriate, usually monthly, and you agree to remit payment immediately upon receipt thereof. You understand that if statements rendered are not fully paid within forty-five (45) days of your receipt of same, it will serve as grounds for the Firm to make an application to withdraw to the appropriate tribunal, if such application is necessary. In such event however, you will pay for the work and services performed by the Firm and will reimburse it for all costs and disbursements incurred to the point of withdrawal.

### **E. Rights Upon Termination**

You may terminate our services at any time. Correspondingly, we may terminate the relationship at any time upon due notice to you, except that in some circumstances, we may only terminate the relationship if we have obtained permission from a court or tribunal. However, in no event may we terminate the relationship without taking those steps that are reasonably practicable to avoid foreseeable prejudice to your rights. In the event of termination by you or by us, we are entitled to be compensated for costs advanced and for services rendered as of the time of termination. In some instances, we are also entitled to be compensated for any additional costs or services required to effectuate the termination. Following termination, upon request, and upon payment of the balance of the fees and expenses, of our firm or as otherwise provided by law where your rights would be irreparably prejudiced by not obtaining certain papers and property that we hold, we will deliver to you or to substitute counsel, all papers and property you are entitled to receive.

### **F. Additional Services**

If we undertake to perform other services for you, these provisions shall apply to that work in the absence of a separate written agreement.

**G. Dispute Resolution**

In the event of a dispute concerning our fees, you may have a right to seek arbitration of such dispute. The Rules of the Chief Judge gives clients the right to seek arbitration of fee disputes, except in certain limited circumstances. A copy of the Clients Rights and Responsibilities is enclosed for your review.

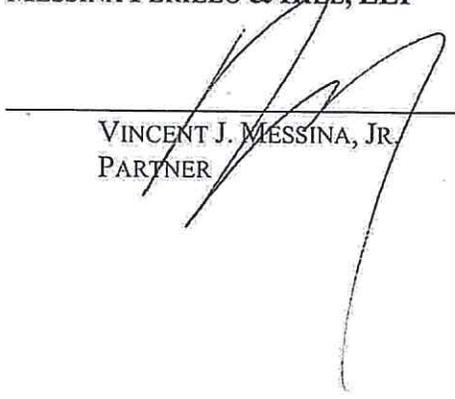
No representation or promises have been made to the Client as to the outcome of the matter or any phase of the matter, and results are not guaranteed by the Firm.

This agreement shall be governed by the laws of the State of New York without regard to New York's choice of law provisions. This constitutes the entire agreement between the undersigned and the Firm and no other agreements or understandings have been made and same cannot be changed, amended or modified, except in writing, signed by the Firm and by you.

Thank you for selecting us to represent you in connection with this matter. By your signature below, you agree that you have read this agreement and understand it fully and a copy has been furnished to you. Kindly signify your agreement to these terms by signing and returning this letter at your earliest convenience.

Very truly yours,

**MESSINA PERILLO & HILL, LLP**

  
\_\_\_\_\_  
VINCENT J. MESSINA, JR.  
PARTNER

**ACCEPTED AND AGREED TO:**

VILLAGE OF GREENPORT

By: \_\_\_\_\_  
GEORGE W. HUBBARD, JR.  
MAYOR

## Statement of Client's Rights

Section 1210.1 of the Joint Rules of the Appellate Division amended June 1, 2018  
(22 NYCRR §1210.1)

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and nonlawyer personnel in your lawyer's office.
2. You are entitled to have your attorney handle your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to discharge your attorney and terminate the attorney-client relationship at any time. Court approval may be required in some matters, and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge.
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged reasonable fees and expenses and to have your lawyer explain before or within a reasonable time after commencement of the representation how the fees and expenses will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any arrangement for fees and expenses that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.
5. You are entitled to have your questions and concerns addressed promptly and to receive a prompt reply to your letters, telephone calls, emails, faxes, and other communications.
6. You are entitled to be kept reasonably informed as to the status of your matter and are entitled to have your attorney promptly comply with your reasonable requests for information, including your requests for copies of papers relevant to the matter. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter and make informed decisions regarding the representation.
7. You are entitled to have your legitimate objectives respected by your attorney. In particular, the decision of whether to settle your matter is yours and not your lawyer's. Court approval of a settlement is required in some matters.
8. You have the right to privacy in your communications with your lawyer and to have your confidential information preserved by your lawyer to the extent required by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the New York Rules of Professional Conduct.
10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, gender identity, gender expression, age, national origin or disability.

## Statement of Client's Responsibilities

(Informational Statement Adopted by the New York State Bar Association)

1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.
2. The client's relationship with the lawyer should be one of complete candor and the client should apprise the lawyer of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.
3. The client must honor the fee arrangement as agreed to with the lawyer to the extent required by law.
4. All bills tendered to the client for services rendered pursuant to the agreed upon arrangement regarding fees and expenses should be paid when due.
5. A client who discharges the attorney and terminates the attorney-client relationship must nevertheless honor financial commitments under the agreed to arrangement regarding fees and expenses to the extent required by law.
6. Although the client should expect that his or her letters, telephone calls, emails, faxes, and other communications to the lawyer will be answered within a reasonable time, the client should recognize that the lawyer has other clients who may be equally deserving of the lawyer's time and attention.
7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number, address, email, or other electronic contact information, and respond promptly to a request by the lawyer for information and cooperation.
8. The client must realize that the lawyer is required to respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions that are unprofessional or contrary to law or the New York Rules of Professional Conduct.
9. The lawyer may decline to accept a matter if the lawyer has previous personal or professional commitments that will prohibit the lawyer from devoting adequate time to representing the client competently and diligently.
10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or a suitable working relationship with the client is not likely.

# J.R. Holzmacher P.E., LLC

3555 Veterans Memorial Highway, Suite A, Ronkonkoma, New York 11779-7636  
Tel: (631) 234-2220 Fax: (631) 234-2221 e-mail: info@holzmacher.com

February 19, 2021

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

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

Dear Mr. Pallas:

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

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

## **SCOPE OF WORK**

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

Our work to prepare the MS4 Annual Report will require input with village staff familiar with the stormwater control activities which took place during the 2020-2021 permit year as well as the range of activities to propose for the next permit year. We recommend that you assign a village staff member to take the role of MS4 Coordinator and we will use this report as a training opportunity for that staff member. The report will be for the plan year from March 10, 2020 to March 9, 2021. We recommend that the draft report be prepared as quickly as possible and then updated to reflect any activities that take place within the next few weeks.

We propose the following for your consideration.

### **Task I – MS4 Annual Report**

We anticipate that the following work will be necessary:

- We will start a file for the draft report and will provide it to your assigned MS4 Coordinator. We will review this document via phone and email to review past and

anticipated future activities to complete the draft report. The goal is for the MS4 Coordinator to become familiar with necessary report contents and compliance activities in the future.

- We will assist the designated MS4 Coordinator to identify information on past village activities performed by other village staff familiar with stormwater control and administration activities during the permit year. This information will be incorporated into the draft report.
- We will review available annual reports for prior years with emphasis on the activities which were proposed to be implemented during future years.
- We will draft the annual report on the fillable forms required for filing with the NYSDEC, and provide them for your review and comment.
- Comments on the draft form will be incorporated into a finished version for your final review.
- The approved final version will be submitted to NYSDEC on your behalf.

## **Task II – Additional Services**

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

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

## **SCHEDULE**

### **Task I – MS4 Annual Report**

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

### **Task II – Additional Services**

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

**COST PROPOSAL**

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

**Task I – MS4 Annual Report**

Lump Sum \$1,600.

**Task II – Additional Services**

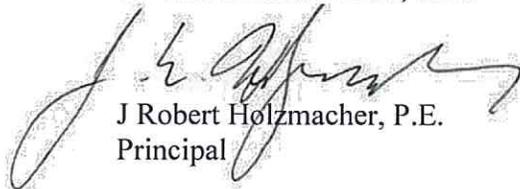
A mutually agreeable budget will be negotiated at the time the scope of any such services is established. A man-hour rate sheet is attached for your reference.

**AGREEMENT**

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

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

Very truly yours,  
**J.R. Holzmacher P.E., LLC**



J Robert Holzmacher, P.E.  
Principal

Accepted by: \_\_\_\_\_

For: Inc. Village of Greenport

Date: \_\_\_\_\_

Client Contact Phone Number: \_\_\_\_\_

JRH:j

Encl.

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# J.R. Holzmacher P.E., LLC

## Hourly Rates in Effect for 2021

<u>Personnel Classification:</u>	<u>Hourly Rate:</u>
Principals	135.00 – 375.00*
Associates	150.00 – 315.00*
Project Managers	132.00 – 262.50*
Senior Engineers	110.00 – 315.00*
Engineers	90.00 – 193.50*
Senior Geologists / Hydrogeologists	110.00 – 315.00*
Geologists / Hydrogeologists	90.00 – 185.00
Sr. Environmental Scientists	105.00 – 180.00
Environmental Scientists	90.00 – 175.00
GIS/IT Specialist	90.00 – 175.00
Designer – Engineering Tech	85.00 – 125.00
Field Technicians	66.00 – 110.00
Support Staff	57.00 – 105.00

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

### **Travel, Subsistence, and Other Direct Expenses**

Travel and subsistence expenses (excluding local mileage), long distance phone calls, printing, and other out-of-pocket expenses are to be paid for by the client at a cost plus ten percent markup. Travel and subsistence expense includes living and travel expenses of employees in visiting sites and attending conferences and performing services directly related to a project. Automobile expenses are calculated at a rate of \$0.58 per mile.

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

# J.R. Holzmacher P.E., LLC

## Standard Terms and Conditions of Service

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

### Services

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

### Confidentiality

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

### CLIENT’S RESPONSIBILITIES - The Client shall:

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

## J.R. Holzmacher P.E., LLC

### Insurance

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

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

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

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

## J.R. Holzmacher P.E., LLC

### Billing and Payments

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

### Ownership of Documents

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

### Delegation of Duties

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

### Termination

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

## **J.R. Holzmacher P.E., LLC**

### Governing Law

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

### Arbitration

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

### Unavoidable Delay

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

### Severability

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

### Interpretation of Subsurface Conditions

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

## **J.R. Holzmacher P.E., LLC**

### Construction Cost Opinions

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

### Construction Site Safety

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

### Hourly Rates of Compensation

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

### Sales Tax

Proposals include costs for Professional Services and listed expenses but do not include sales tax. Should the State of New York or other entity deem at some point in the future that sales tax is due, then the Owner will be responsible to pay such tax in addition to the fees listed in the proposal. The Owner will provide adequate documentation and certificates to support exemption from any such taxes which are not applicable to the Owner or its project.

2020 Service Award Program Firefighter Records

Village of Greenport Service Award Program

Service 2020

Last Name	First Name	MI	Date of Birth	Gender	Credit	Points	Mailing Address	City, State & Zip	Status
1 Aguilera	Hermogenes		[REDACTED]	M	0	120	[REDACTED]	Peconic, NY 11958	Active
2 Breese II	Harry	R.	[REDACTED]	M	27	98	[REDACTED]	Greenport, NY 11944	Active
3 Britt	Harley		[REDACTED]	M	0	119	[REDACTED]	Greenport, NY 11944	Active
4 Bumble	Samantha	C.	[REDACTED]	F	6	59	[REDACTED]	Greenport, NY 11944	Active
5 Bumble III	Charles		[REDACTED]	M	5	61	[REDACTED]	Greenport, NY 11944	Active
6 Carey	Patrick	J.	[REDACTED]	M	30	92	[REDACTED]	Greenport, NY 11944	Active
7 Carrig	Melinda		[REDACTED]	F	0	50	[REDACTED]	Southold, NY 11971	Active
8 Clark	James	B.	[REDACTED]	M	12	99	[REDACTED]	Greenport, NY 11944	Active
9 Corazzini	Jeffrey	L.	[REDACTED]	M	9	50	[REDACTED]	Greenport, NY 11944	Active
10 Corwin	Norma	J.	[REDACTED]	F	17	164	[REDACTED]	Greenport, NY 11944	Active
11 Corwin	Robert	E.	[REDACTED]	M	19	150	[REDACTED]	Greenport, NY 11944	Active
12 Corwin	Scott		[REDACTED]	M	29	62	[REDACTED]	Greenport, NY 11944	Active
13 Creedon	Daniel	B.	[REDACTED]	M	17	139	[REDACTED]	Greenport, NY 11944	Active
14 DeFrancesco	James		[REDACTED]	M	0	107	[REDACTED]	Greenport, NY 11944	Active
15 DeKerillis	Alain	V.	[REDACTED]	M	27	174	[REDACTED]	Greenport, NY 11944	Active
16 Detrick	Gary		[REDACTED]	M	11	54	[REDACTED]	Southold, NY 11971	Active
17 Ellis	Scott		[REDACTED]	M	0	62	[REDACTED]	Southold, NY 11971	Active
18 Ferguson	Peter		[REDACTED]	M	0	109	[REDACTED]	Greenport, NY 11944	Active
19 Ferrari	Dakoda	H.	[REDACTED]	M	0	86	[REDACTED]	Greenport, NY 11944	Active

Please reference the *Instructions* before completing the listing. All blank entries must be completed prior to certification.

2020 Service Award Program Firefighter Records

Village of Greenport Service Award Program

Service 2020

Last Name	First Name	MI	Date of Birth	Gender	Credit	Points	Mailing Address	City, State & Zip	Status
20 Ficurilli	Michael		[REDACTED]	M	16	93	[REDACTED]	Greenport, NY 11944	Active
21 Flora	Michael		[REDACTED]	M	3	58	[REDACTED]	Greenport, NY 11944	Active
22 Garcia-Dinizio	Gloria	C.	[REDACTED]	F	0	0	[REDACTED]	Greenport, NY 11944	Active
23 Golden	Danielle	R.	[REDACTED]	F	11	49	[REDACTED]	Greenport, NY 11944	Active
24 Grattan	Timothy		[REDACTED]	M	1	92	[REDACTED]	Greenport, NY 11944	Active
25 Gray	Sally	A.	[REDACTED]	F	1	137	[REDACTED]	Southold, NY 11971	Active
26 Grilli	Jared		[REDACTED]	M	0	50	[REDACTED]	Greenport, NY 11944	Active
27 Grilli	Jennifer	A.	[REDACTED]	F	10	67	[REDACTED]	Greenport, NY 11944	Active
28 Grilli	John	D.	[REDACTED]	M	17	88	[REDACTED]	Greenport, NY 11944	Active
29 Hanold	Christopher	T.	[REDACTED]	M	7	115	[REDACTED]	Southold, NY 11971	Active
30 Harris	Clifford	J.	[REDACTED]	M	24	100	[REDACTED]	Greenport, NY 11944	Active
31 Harvey	Russell	W.	[REDACTED]	M	0	105	[REDACTED]	Greenport, NY 11944	Active
32 Hays Jr.	Spencer	B.	[REDACTED]	M	8	109	[REDACTED]	Greenport, NY 11944 Millbrook, NY 12545 Southold, NY 11971	Active RES 12/31/20
33 Hollid	Scott	E.	[REDACTED]	M	8	113	[REDACTED]	Greenport, NY 11944	Active
34 Hubbard Jr.	George	W.	[REDACTED]	M	31	104	[REDACTED]	Greenport, NY 11944	Active
35 Hughes	Colleen	L.	[REDACTED]	F	14	127	[REDACTED]	Greenport, NY 11944	Active
36 Hydell	Carol	A.	[REDACTED]	F	9	117	[REDACTED]	Peconic, NY 11958	Active
37 Jenkins	Karolyn	A.	[REDACTED]	F	9	0	[REDACTED]	Huntingdon, PA 16652 Greenport, NY 11944	Active RES / 20
38 Jensen	Warren		[REDACTED]	M	31	115	[REDACTED]	Greenport, NY 11944	Active

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2020 Service Award Program Firefighter Records

Village of Greenport Service Award Program

Service 2020

Last Name	First Name	MI	Date of Birth	Gender	Credit	Points	Mailing Address	City, State & Zip	Status
39 Jimenez	Susano		[REDACTED]	M	30	59	[REDACTED]	Greenport, NY 11944	Active
40 Johnson	Craig	M.	[REDACTED]	M	8	129	[REDACTED]	Greenport, NY 11944	Active
41 LaDu	Claudia		[REDACTED]	F	0	49	[REDACTED]	Greenport, NY 11944	Active
42 Maloney	Michael		[REDACTED]	M	0	77	[REDACTED]	Greenport, NY 11944	Active
43 Manwaring	Julia		[REDACTED]	F	10	142	[REDACTED]	Greenport, NY 11944	Active
44 Manwaring	Wayde	T.	[REDACTED]	M	31	173	[REDACTED]	Greenport, NY 11944	Active
45 Martocchia	Jerome	A.	[REDACTED]	M	10	58	[REDACTED]	Greenport, NY 11944	Active
46 Mazzei	Aileen	C.	[REDACTED]	F	5	74	[REDACTED]	Greenport, NY 11944 Palm Coast, FL Residence NY 11988 32164	Active RES / 20
47 Melly	Megan	S.	[REDACTED]	F	2	50	[REDACTED]	Greenport, NY 11944	Active
48 Miller	Peter	C.	[REDACTED]	M	0	55	[REDACTED]	Southold, NY 11971	Active RES / 20
49 Miller	Wayne	D.	[REDACTED]	M	18	110	[REDACTED]	Greenport, NY 11944	Active
50 Milovich Jr.	Joseph	P.	[REDACTED]	M	22	108	[REDACTED]	Greenport, NY 11944	Active
51 Morris	Greg		[REDACTED]	M	0	112	[REDACTED]	East Marion, NY 11939	Active
52 Nyce	David		[REDACTED]	M	4	169	[REDACTED]	Greenport, NY 11944	Active
53 Piel	Jeffrey	S.	[REDACTED]	M	0	65	[REDACTED]	Greenport, NY 11944	Active
54 Pirillo	James	A.	[REDACTED]	M	31	101	[REDACTED]	Greenport, NY 11944	Active
55 Pope	George	H.	[REDACTED]	M	12	122	[REDACTED]	Greenport, NY 11944	Active
56 Purcell	Bernard	G.	[REDACTED]	M	31	134	[REDACTED]	Greenport, NY 11944	Active
57 Purcell	Ryan		[REDACTED]	M	9	69	[REDACTED]	Greenport, NY 11944	Active

2020 Service Award Program Firefighter Records

Village of Greenport Service Award Program

Service 2020

Last Name	First Name	MI	Date of Birth	Gender	Credit	Points	Mailing Address	City, State & Zip	Status
58	Quillin	Michael	T.	M	28	104	[REDACTED]	Greenport, NY 11944	Active
59	Raynor	Dale	K.	M	6	93	[REDACTED]	Greenport, NY 11944	Active
60	Rosa	Lisa	A	F	12	111	[REDACTED]	Peconic, NY 11958	Active
61	Ruffner	William	A.	M	18	50	[REDACTED]	Greenport, NY 11944	Active
62	Rung	Rosalie		F	1	101	[REDACTED]	Greenport, NY 11944	Active
63	Rutkowski	Stephen		M	2	158	[REDACTED]	Southold, NY 11971	Active
64	Spinuzzi	Matthew		M	3	53	[REDACTED]	Wilton Manors, FL 33305	Active
65	Tejada	Yira		F	0	78	[REDACTED]	Greenport, NY 11944	Active
66	Thorp	Thomas	F.	M	9	90	[REDACTED]	Greenport, NY 11944	Active
67	VanEiten	George	W.	M	29	96	[REDACTED]	Greenport, NY 11944	Active
68	Verity	Michael	J.	M	15	50	[REDACTED]	Greenport, NY 11944	Active
69	Verley	Joseph		M	0	83	[REDACTED]	Greenport, NY 11944	Active
70	Volinski	Darryl	F.	M	31	63	[REDACTED]	Greenport, NY 11944	Active
71	Volinski III	Antone	F.	M	31	151	[REDACTED]	Greenport, NY 11944	Active
72	Weingart	Jeffrey	L.	M	19	0	[REDACTED]	Greenport, NY 11944	Active
73	Wright	William	W.	M	8	126	[REDACTED]	Greenport, NY 11944 Orient, NY 11957 Greenport, NY 11944	Active RES 09/14/20
74	Zamayar	Elias		M	1	138	[REDACTED]	Greenport, NY 11944	Active
75	Zurek	Gregory	R.	M	30	97	[REDACTED]	Greenport, NY 11944	Active
76	Zurek	Stanley	J.	M	31	101	[REDACTED]	Greenport, NY 11944	Active

2020 Service Award Program Firefighter Records

Village of Greenport Service Award Program

Service 2020

Last Name	First Name	MI	Date of Birth	Gender	Credit	Points	Mailing Address	City, State & Zip	Status
77 Andrews	Allan	G.	[REDACTED]	M	22	0	[REDACTED]	Summerville, SC 29483-7548	Entitled 4/2013
78 Barszczewski	Joseph	F.	[REDACTED]	M	31	117	[REDACTED]	Greenport, NY 11944	Entitled 1/2003
79 Birmingham	Kenneth	J.	[REDACTED]	M	6	63	[REDACTED]	Mattituck, NY 11952	Entitled 11/2017
80 Bumble	Lawrence		[REDACTED]	M	18	0	[REDACTED]	Greenport, NY 11944	Entitled 10/2016
81 Butler	Michael	J.	[REDACTED]	M	2	94	[REDACTED]	Greenport, NY 11944	Entitled 10/2015
82 Capon	George	F.	[REDACTED]	M	31	123	[REDACTED]	Greenport, NY 11944	Entitled 6/1996
83 Clark	Jeffy	P.	[REDACTED]	M	31	103	[REDACTED]	Greenport, NY 11944	Entitled 11/2018
84 Clark III	Henry	A.	[REDACTED]	M	5	57	[REDACTED]	Greenport, NY 11944	Entitled 8/2012
85 Corwin	Everett	E.	[REDACTED]	M	13	131	[REDACTED]	Greenport, NY 11944	Entitled 4/2012
86 Corwin	Raymond	P.	[REDACTED]	M	31	0	[REDACTED]	Placida, FL 33946 <del>Greenport, NY 11944</del>	Entitled 3/2016
87 Costas	Thomas		[REDACTED]	M	7	67	[REDACTED]	Greenport, NY 11944	Entitled 1/2014
88 Coulter Jr.	William	T.	[REDACTED]	M	6	0	[REDACTED]	Delray Beach, FL 33483	Entitled 1/1995
89 Dinizio	Anthony	P.	[REDACTED]	M	9	57	[REDACTED]	Greenport, NY 11944	Entitled 1/1995
90 Hamilton Jr.	Robert		[REDACTED]	M	31	103	[REDACTED]	Greenport, NY 11944	Entitled 12/2012
91 Harris	Peter	W.	[REDACTED]	M	31	130	[REDACTED]	Greenport, NY 11944	Entitled 4/2018
92 Heaney	Bernard	A.	[REDACTED]	M	6	0	[REDACTED]	Pine Plains, NY 12567	Entitled 1/1995
93 Hulse	Richard	A.	[REDACTED]	M	12	0	[REDACTED]	Fort Lawn, SC 29714-8825	Entitled 8/2007
94 Huzsek	Andrew	H.	[REDACTED]	M	31	100	[REDACTED]	Greenport, NY 11944	Entitled 3/2017
95 Hydell Sr.	Charles	F.	[REDACTED]	M	10	119	[REDACTED]	Peconic, NY 11958	Entitled 9/2014

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2020 Service Award Program Firefighter Records

Village of Greenport Service Award Program

Service 2020

Last Name	First Name	MI	Date of Birth	Gender	Credit	Points	Mailing Address	City, State & Zip	Status
96 Jensen	Richard	W.	[REDACTED]	M	10	0	[REDACTED]	East Marion, NY 11939	Entitled 9/2019
97 Jester	Robert	W.	[REDACTED]	M	30	62	[REDACTED]	Greenport, NY 11944	Entitled 9/2012
98 Kalin	James	H.	[REDACTED]	M	18	169	[REDACTED]	Greenport, NY 11944	Entitled 5/2016
99 King	David	A.	[REDACTED]	M	28	0	[REDACTED]	Greenport, NY 11944	Deceased 2020
100 Kumjian	Claude	L.	[REDACTED]	M	18	0	[REDACTED]	Greenport, NY 11944	Entitled 5/2016
101 Lehmann	Robert	H.	[REDACTED]	M	20	0	[REDACTED]	Greenport, NY 11944	Entitled 11/2016
102 Luke	Alexander	O.	[REDACTED]	M	30	135	[REDACTED]	Greenport, NY 11944	Entitled 12/2009
103 Marczewski	Macy	W.	[REDACTED]	M	28	68	[REDACTED]	Greenport, NY 11944	Entitled 11/2013
104 Miller	Joseph		[REDACTED]	M	11	0	[REDACTED]	Greenport, NY 11944	Deceased 2020
105 Musto	Francis	G.	[REDACTED]	M	8	152	[REDACTED]	Greenport, NY 11944	Entitled 1/2013
106 Mysiborski	Henry	A.	[REDACTED]	M	13	65	[REDACTED]	Greenport, NY 11944	Entitled 5/2002
107 Rand	Charles	E.	[REDACTED]	M	16	0	[REDACTED]	Greenport, NY 11944	Entitled 10/2009
108 Reiss	Helen	L.	[REDACTED]	F	6	144	[REDACTED]	Greenport, NY 11944	Entitled 1/2015
109 Rempe Jr.	Frederick	J.	[REDACTED]	M	13	110	[REDACTED]	Greenport, NY 11944	Entitled 2/2017
110 Richter	Michael	J.	[REDACTED]	M	31	138	[REDACTED]	Greenport, NY 11944	Entitled 5/2019
111 Sieban	Edward	T.	[REDACTED]	M	24	102	[REDACTED]	Greenport, NY 11944	Entitled 7/2003
112 Skrezec	John	C.	[REDACTED]	M	31	65	[REDACTED]	Greenport, NY 11944	Entitled 2/2004
113 Staples	Halsey	A.	[REDACTED]	M	31	112	[REDACTED]	Greenport, NY 11944	Entitled 8/2008
114 Tamin	John	E.	[REDACTED]	M	31	125	[REDACTED]	Greenport, NY 11944	Entitled 2/2004

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2020 Service Award Program Firefighter Records

Village of Greenport Service Award Program

Service 2020

Last Name	First Name	MI	Date of Birth	Gender	Credit	Points	Mailing Address	City, State & Zip	Status
115 Volinski Jr.	Antone		[REDACTED]	M	31	7	[REDACTED]	Greenport, NY 11944	Deceased 2020
116 Walker Jr.	David	E.	[REDACTED]	M	10	0	[REDACTED]	Greenport, NY 11944	Entitled 12/2012
117 Watkins Sr.	Thomas	R.	[REDACTED]	M	24	0	[REDACTED]	Norfolk, VA 23502	Entitled 5/2016
118 Wright	Richard	E.	[REDACTED]	M	18	0	[REDACTED]	Greenport, NY 11944	Entitled 2/2019
119 Berry	James	R.	[REDACTED]	M	26	0	[REDACTED]	Lake Havasu City, AZ 86406	Term. Vested 2016
120 Biggs	Jeffrey	S.	[REDACTED]	M	6	0	[REDACTED]	Rockville, MD 20852	Term. Vested 2006
121 Blasko	Gary	C.	[REDACTED]	M	19	0	[REDACTED]	Queensbury, NY 12804	Term. Vested 2008
122 Boyle	Robert	B.	[REDACTED]	M	14	0	[REDACTED]	Queensbury, NY 12804	Term. Vested 2005
123 Capuano	Jeffery		[REDACTED]	M	10	0	[REDACTED]		Term. Vested 2009
124 Claudio	Anthony	M.	[REDACTED]	M	7	0	[REDACTED]	Mattituck, NY 11952	Term. Vested 2006
125 Dimos	Paul	N.	[REDACTED]	M	9	0	[REDACTED]	East Marion, NY 11939	Term. Vested 2017
126 Doucett Jr.	Robert	W.	[REDACTED]	M	6	0	[REDACTED]	East Marion, NY 11939	Term. Vested 2002
127 Ferguson	Scott	A.	[REDACTED]	M	5	0	[REDACTED]	Auburn, ME 04210	Term. Vested 2005
128 Ficurilli	Andrew	J.	[REDACTED]	M	9	0	[REDACTED]	Southold, NY 11971	Term. Vested 2001
129 Jenkins Jr.	Thomas	W.	[REDACTED]	M	5	0	[REDACTED]	Huntingdon, PA Greenport, NY 11944 16652	Term. Vested 2015
130 Klotz	Raymond	W.	[REDACTED]	M	5	0	[REDACTED]	Miller Place, NY 11764	Term. Vested 1995
131 Klotzer Jr.	Kurt	F.	[REDACTED]	M	10	0	[REDACTED]	Greenport, NY 11944	Term. Vested 2019
132 Manfredi	Christopher	W.	[REDACTED]	M	9	0	[REDACTED]	Southold, NY 11971	Term. Vested 2002
133 McNeill	William	F.	[REDACTED]	M	8	0	[REDACTED]	Greenport, NY 11944	Term. Vested 2019

Please reference the *Instructions* before completing the listing. All blank entries must be completed prior to certification.

2020 Service Award Program Firefighter Records

Village of Greenport Service Award Program

Service 2020

Last Name	First Name	MI	Date of Birth	Gender	Credit	Points	Mailing Address	City, State & Zip	Status
134 Myslborski	Linda	M.	[REDACTED]	F	8	19	[REDACTED]	Greenport, NY 11944	Term. Vested 2019
135 Parker	Jason	M.	[REDACTED]	M	7	0	[REDACTED]	Greenport, NY 11944	Term. Vested 2018
136 Rhodes	Larry	R.	[REDACTED]	M	9	0	[REDACTED]	Sound Beach, NY 11789	Term. Vested 2008
137 Rishe	Gregory	A.	[REDACTED]	M	9	0	[REDACTED]	Greenport, NY 11944	Term. Vested 2007
138 Santacroce	Joseph	A.	[REDACTED]	M	17	0	[REDACTED]	Yaphank, NY 11980 Jamesport, NY 11947	Term. Vested 2012
139 Sledjeski	Patricia	A.	[REDACTED]	F	5	0	[REDACTED]	Greenport, NY 11944	Term. Vested 2010
140 Staples	Brian		[REDACTED]	M	6	0	[REDACTED]	Greenport, NY 11944	Term. Vested 2008
141 Stoner	Gary	J.	[REDACTED]	M	8	0	[REDACTED]	Greenport, NY 11944	Term. Vested 2020
142 Tonyes	Donald	H.	[REDACTED]	M	7	0	[REDACTED]	Greenport, NY 11944	Term. Vested 1995
143 Urban	Brian		[REDACTED]	M	6	0	[REDACTED]	Islip, NY 11751	Term. Vested 2001
144 Urban	Kevin	L.	[REDACTED]	M	8	0	[REDACTED]	Kissimmee, FL 34746	Term. Vested 2005

2020 Service Award Program Firefighter Records

Village of Greenport Service Award Program

Last Name	First Name	MI	Date of Birth	Gender	Credit	2020		Mailing Address	City, State & Zip	Company
						Past	Points			
Corwin	Robert J.			M	0	100			Greenport, NY 11944	Relief Hose Co. #2
Diaz	Juan			M	0	26			East Marion, NY 11939	Standard Hose Co. #4
Haneld	Christopher			M	0	59			Southold, NY 11971	Star Hose Co. #3
Narkiewicz	Piotr			M	0	23			Greenport, NY 11944	Relief Hose Co. #2
Jobes	Craig D.			M	0	113			Greenport, NY 11944	Eagle Hose Co. #1
O'Brien	Michael G.			M	0	57			Greenport, NY 11944	Standard Hose Co. #
Reed	Taylor			F	0	85			Greenport, NY 11944	Standard Hose Co. #4
Strickland	Samuel G.			M	0	111			Greenport, NY 11944	Relief Hose Co. #2
Sweetland	Jessica A.			F	0	33			Greenport, NY 11944	Rescue Squad

# GREENPORT MICROGRID LUMP SUM BID FORM

THE VILLAGE OF GREENPORT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. EACH BID FORM SHALL BE ACCOMPANIED BY BID SECURITY IN THE FORM OF A CERTIFIED CHECK OR A BANK CHECK DRAWN UPON A LEGALLY INCORPORATED BANK OR TRUST COMPANY AND MADE PAYABLE TO THE VILLAGE OF GREENPORT IN THE AMOUNT STATED IN THE NOTICE TO BIDDERS.

**EACH BID MUST INCLUDE THE FOLLOWING:**

- COMPLETED ORIGINAL BID FORM (FULLY EXECUTED – In a sealed Envelope)
- BID SECURITY IN THE AMOUNT OF 5% OF BID AMOUNT

<b>Project</b> Greenport Microgrid	<b>Location</b> Various Locations Village of Greenport Suffolk County, New York	<b>Project Owner</b> Village of Village of Greenport 236 Third St. Greenport, NY 11944
---------------------------------------	--	---

To whom it may concern:

1. The undersigned proposes to perform the Work required for this project in accordance with the Contract Documents for the lump sum price of:

BASE BID AMOUNT (Base Bid Lump Sum Amount):

*To be filled in by Contractor*

<i>In Words</i> Four Million, Nine Hundred Sixty Seven, One Hundred Forty Three Dollars
<i>In Numbers</i> \$ 4,967,143.00

**+ ALLOWANCES:**

*To be filled in by the Municipality*

<i>In Words</i> Twenty Thousand Dollars (for Fire Department electric panels)
<i>In Numbers</i> \$ 20,000 (for Fire Department electric panels)

**= TOTAL BID AMOUNT (Total entered shall be the sum of the above noted Base Bid and Allowance amounts):**

*To be filled in by Contractor*

<i>In Words</i> Four Million, Nine Hundred Eighty Seven, One Hundred Forty Three Dollars
<i>In Numbers</i> \$ 4,987,143.00

In case of Discrepancy between the price in words and that in figures, the price in words will be considered the price bid.

2. The undersigned agrees to complete the Work per phase of the Contract by the dates noted in the Technical Specifications and Drawings and all Work no later than **202 days after Contractor receives a notice to proceed with construction from the Municipality.** The Contractor agrees, in the event the Contractor fails to complete all the Work on time, to pay the Municipality liquidated damages, *as stated in the General Conditions*, for each day of delay (per phase) in the physical completion of Work.

3. The undersigned agrees that the bid security shall become the property of the Municipality if this bid is accepted and the bidder does not submit executed copies of the Agreement contained in the Contract Documents within ten (10) days of receipt of a written request. A performance bond and a payment bond, each in an amount equal to the total bid sum, shall be submitted as required with the executed agreements and shall be the statutory form of Public Bonds required by section 137 of the State Finance Law.

4. *The undersigned hereby certifies his or her compliance with the following:*

**NON-COLLUSION / PROCUREMENT LOBBYING BIDDING CERTIFICATION**

By submission of this bid, each bidder and each person signing on behalf of any other bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- A. The prices of this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- C. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- D. Within the previous four years, has the bidder been found non-responsible by a government entity? (check one)

\_\_\_\_\_ YES       NO

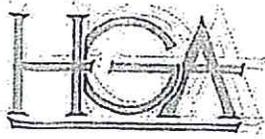
- E. If "yes", was the determination of non-responsibility due to (1) engaging in impermissible contacts with a government entity, or (2) the intentional provision of false or incomplete information to a government entity? (check one)

\_\_\_\_\_ YES      \_\_\_\_\_ NO

(If yes, please explain on a separate sheet.)

The undersigned acknowledges receipt of the following numbered addenda to the Contract Documents:

Addendum 1 - 1/4/21 (Attached)  
Addendum 2 - 1/4/21 (Attached)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Hunt, Gilbert & Associates, LLC  
99 Washington Avenue, Suite 1224  
Albany, NY 12210-2811  
518-256-3358  
info@hga-llc.com  
www.hga-llc.com

Date: January 4, 2021  
Subject: Federal Wage Decision 10-Day Call Verification  
Village of Greenport Microgrid

On December 10, 2020 the Greenport Microgrid project was advertised for bids with a bid opening date of January 04, 2021. *sep*

We have checked Davis-Bacon for the 10-day call for this bid opening and have verified that the applicable wage schedule for Nassau and Suffolk Counties, Construction types: Building, Heavy, Highway and Residential has been updated on 01/01/2021.

The applicable wage determination: General Decision Number NY20210012 dated 01/01/2021 (superseding General Decision Number NY20200012).

Also note that if the contract is not awarded within 90 days of the bid opening, we will need to check for another update.

**ADDENDUM # 2 TO THE VILLAGE OF  
GREENPORT MICROGRID PROJECT BID**

Please note that the deadline for the asking of questions regarding this project has been extended to 12 noon on the 11<sup>th</sup> of January, 2021.

The undersigned has carefully examined the Contract Documents and agrees to perform this contract and to provide all goods and / or services, labor, material and equipment necessary for this contract. In addition, the bidder certifies that all information submitted regarding the Procurement Lobbying Law is complete, true and accurate. If such information is found to be intentionally false or intentionally incomplete, the Municipality reserves the right to terminate the resulting contract by providing written notification to the Contractor in accordance with the written notification terms of the contract.

Date: 1/14/2021

Signature: 

Print Name: Michael Riello

Title: Vice President

Company Name: Haugland Energy Group LLC

Street Address: 336 S. Service Rd

City / State / Zip: Melville NY 11747

Mailing Address: \_\_\_\_\_  
*(If different from Street Address)*

Federal I.D. #: 45-2854280

Telephone #: 516-336-6720

Continued on next page →

If a bidder is a corporation, indicate officers below; if a bidder is a firm, indicate members below; if a bidder is a partnership, indicate partners below:

Name

Legal Residence

\*please see attached

\_\_\_\_\_  
(President / Member / Partner)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vice President / Member / Partner)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Secretary / Member / Partner)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Treasurer / Member / Partner)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



336 South Service Road  
Melville, NY 11747

---

**Haugland Energy Group Owners & Officers:**

**William J Haugland**

Chief Executive Officer  
336 South Service Rd Melville, NY 11747  
516-336-6720

**William D Haugland**

Co- President  
336 South Service Rd Melville, NY 11747  
516-336-6720

**Joseph Haugland**

Co- President  
336 South Service Rd Melville, NY 11747  
516-336-6720

**John W. Reynolds III**

Chief Commercial Officer  
336 South Service Rd Melville, NY 11747  
516-336-6720

**Michael Riello**

Vice President of Electrical Operations  
336 South Service Rd Melville, NY 11747  
516-336-6720

**Matthew Pirozzi**

Chief Financial Officer  
336 South Service Rd Melville, NY 11747  
516-336-6720

**Edward Tackenberg**

Senior Vice President, Accounting and Finance  
336 South Service Rd Melville, NY 11747  
516-336-6720

**Thomas Halpin**

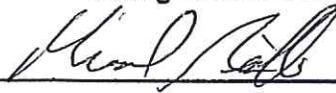
Vice President  
336 South Service Rd Melville, NY 11747  
516-336-6720

**Michael Murillo**

Vice President of Equipment Operations  
336 South Service Rd Melville, NY 11747  
516-336-6720

**Attachment "D"**  
**Certification Pursuant to Section 103-g**  
**Of the New York State**  
**General Municipal Law**

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



\_\_\_\_\_  
Signature

**Vice President**

\_\_\_\_\_  
Title

**Haugland Energy Group LLC**

\_\_\_\_\_  
Company

**1/13/2021**

\_\_\_\_\_  
Date

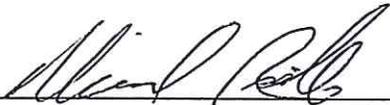
**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

**Certification**

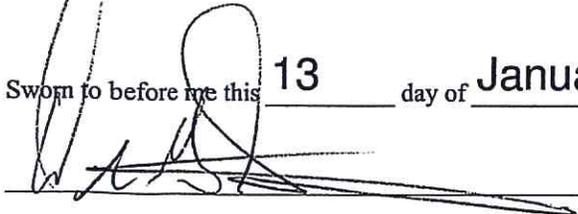
The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

**The undersigned certifies that he/she:**

- is knowledgeable about the submitting Business Entity’s business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity’s responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity’s responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official   
 Printed Name of Signatory Michael Riello  
 Title Vice President  
 Name of Business Haugland Energy Group LLC  
 Address 336 South Service Rd  
 City, State, Zip Melville Ny 11747

Sworn to before me this 13 day of January, 2021;

 Notary Public

**DEAN G. STRACUZZA**  
Notary Public, State of New York  
No. 01ST6014700  
Qualified in Suffolk County  
Commission Expires October 19, 2022



## Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

**Legal Business Name:** HAUGLAND ENERGY GROUP LLC  
**Certifier's Name:** Matthew Pirozzi  
**Certifier's Title:** Chief Financial Officer  
**Certification Date:** Jun 3, 2020

**M/WBE UTILIZATION PLAN**

**INSTRUCTIONS:** This form is submitted at the time of bid or RFP submittal, as outlined in procurement submission instructions. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Subrecipient Name:	Village of Greenport	Project Name:	Greenport Microgrid
Offeror's Name:	Haugland Energy Group LLC	Federal ID Number:	45-2854280
Address:	336 South Service Rd Melville Ny 11747	Contract Number (if applicable):	
City State & Zip Code:	Greenport, NY	Phone:	516-336-6720
Location of Work:			

M/WBE Target Goal		Proposed M/WBE Participation	
Category	Percentage	Category	Percentage
MBE:	15 %	MBE:	3 %
WBE:	15 %	WBE:	7.5 %
Totals:	30 %	Totals:	10.5 %
	Amount		Amount
	\$ 585,000.00		\$ 70,000.00
	\$ 585,000.00		\$ 290,000.00
	\$ 1,170,000.00		\$ 360,000.00

1. Certified M/WBE Subcontractors/Suppliers Information:	Classification NYS-ESD Certified (Choose One Only)		Federal ID No.:	Detailed Description of Work:	Dollar Value of Subcontractors/Supplies/Services	Intended performance dates on each component of the contract
	MBE	WBE				
A	Name: TURTLE & HUGHES INC Address: 1900 LOWER ROAD Email: BARBARA@TURTLE.COM Phone: 732-574-3600	<input checked="" type="checkbox"/>		MATERIAL SUPPLY OF DISTRIBUTION MATERIALS	\$478,000.-	DURATION
B	Name: PONDEROSA FENCE Address: 110 STEWART AVE Email: TOMMARIANE@PONDEROSAFENCE.COM Phone: 516-433-9471	<input checked="" type="checkbox"/>	11-	FENCING @ WWTP	\$70,000.-	JUNE 2021
C	Name: CASSONE TRAILERS Address: 1950 LAKELAND AVE Email: LYNNKUNZ@CASSONE.COM Phone: 631-585-7800	<input checked="" type="checkbox"/>		FIELD OFFICE RENTAL	\$5,000.-	DURATION
D	Name: Address: Email: Phone:					

\* ADDITIONAL OUTREACH WILL CONTINUE DURING THE PERFORMANCE OF THE WORK TO ACHIEVE THE GOALS.

**Contractor Use:**

Name of Preparer: **Haugland Energy Group LLC**

Name of Approver: **Michael Riello**

Authorized Signature: 

Date: **1/13/2021**

Email: **bids@hauglandllc.com**

Phone: **516-336-6720**

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Haugland Energy Group, LLC  
336 South Service Road  
Melville, NY 11747

### OWNER:

(Name, legal status and address)

Village of Greenport  
236 Third Street  
Greenport, NY 11944

### SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America  
Construction Services, Travelers Bond  
& Financial Products, One Tower Square  
Hartford, CT 06183-9062  
Mailing Address for Notices  
One Tower Square  
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

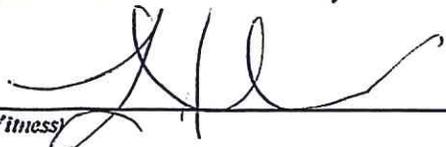
Greenport Microgrid

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of January, 2021.

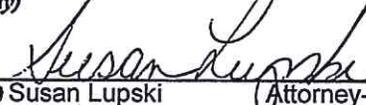
  
\_\_\_\_\_  
(Witness)

Haugland Energy Group, LLC  
(Principal) \_\_\_\_\_ (Seal)

By:   
\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Witness)

Travelers Casualty and Surety Company of America  
(Surety) \_\_\_\_\_ (Seal)

By:   
\_\_\_\_\_  
(Title) Susan Lupski Attorney-in-Fact

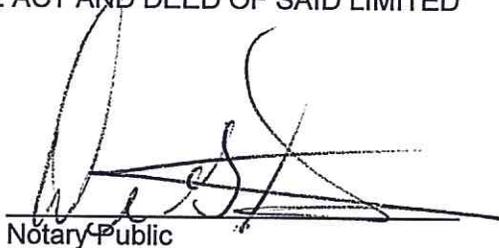


**ACKNOWLEDGEMENT FOR CONTRACTOR**

**ACKNOWLEDGEMENT FOR CONTRACTOR, IF LIMITED LIABILITY COMPANY**

STATE OF New York }  
COUNTY OF Suffolk }

ON THE 5 DAY OF January <sup>2021</sup>, BEFORE ME PERSONALLY APPEARED Michael Riello TO ME KNOWN AND KNOWN TO ME TO BE THE Vice President OF HAUGLAND ENERGY GROUP, LLC, A LIMITED LIABILITY COMPANY, DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE SAME AS AND FOR THE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.



Notary Public

DEAN G. STRACUZZA  
Notary Public, State of New York  
No. 01ST6014700  
Qualified in Suffolk County  
Commission Expires October 19, 2022



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Susan Lupski of Uniondale, New York, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5th day of January, 2021



Kevin E. Hughes, Assistant Secretary

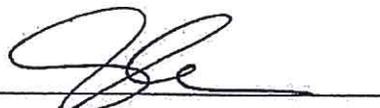
**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK

COUNTY OF NASSAU

On this January 5, 2021, before me personally came  
Susan Lupski to me known, who, being by me duly sworn,  
did depose and say; that he/she resides in Nassau County, State of New York that  
he/she is the Attorney-In-Fact of the Travelers Casualty and Surety Company of America  
the corporation described in which executed the above instrument; that he/she knows the seal of said  
corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the  
Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and  
the affiant did further depose and say that the Superintendent of Insurance of the State of New York,  
has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to  
Travelers Casualty and Surety Company of America (Surety)  
his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under  
any law of the State of New York as surety and guarantor, and the propriety of accepting and approving  
it as such; and that such Certificate has not been revoked.



Notary Public

Grace Ackerson  
Notary Public, State of New York  
No. 01AC6111590  
Qualified in Nassau County  
Commission Expires 6/14/2024

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2019

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 90,238,215	UNEARNED PREMIUMS	\$ 1,079,715,557
BONDS	3,590,884,327	LOSSES	772,047,572
STOCKS	297,933,044	LOSS ADJUSTMENT EXPENSES	174,714,868
INVESTMENT INCOME DUE AND ACCRUED	37,250,410	COMMISSIONS	48,970,467
OTHER INVESTED ASSETS	3,986,514	TAXES, LICENSES AND FEES	14,728,588
PREMIUM BALANCES	263,364,263	OTHER EXPENSES	43,134,646
NET DEFERRED TAX ASSET	52,134,926	CURRENT FEDERAL AND FOREIGN INCOME TAXES	12,674,197
REINSURANCE RECOVERABLE	31,203,529	REMITTANCES AND ITEMS NOT ALLOCATED	17,964,746
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	3,732,602	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	26,565,278
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	11,831,826	RETROACTIVE REINSURANCE RESERVE ASSUMED	826,255
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	567,398	POLICYHOLDER DIVIDENDS	11,482,845
OTHER ASSETS	3,574,968	PROVISION FOR REINSURANCE	9,837,205
		ADVANCE PREMIUM	2,140,883
		PAYABLE FOR SECURITIES LENDING	3,732,602
		CEDED REINSURANCE NET PREMIUMS PAYABLE	46,059,812
		OTHER ACCRUED EXPENSES AND LIABILITIES	421,937
		<b>TOTAL LIABILITIES</b>	<b>\$ 2,263,017,456</b>
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,780
		OTHER SURPLUS	1,683,400,804
		<b>TOTAL SURPLUS TO POLICYHOLDERS</b>	<b>\$ 2,123,684,564</b>
<b>TOTAL ASSETS</b>	<b>\$ 4,386,702,020</b>	<b>TOTAL LIABILITIES &amp; SURPLUS</b>	<b>\$ 4,386,702,020</b>

STATE OF CONNECTICUT )  
 COUNTY OF HARTFORD ) SS.  
 CITY OF HARTFORD )

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2019.

*Michael J. Doody*  
 VICE PRESIDENT - FINANCE

*Susan M. Weissleder*  
 NOTARY PUBLIC

SUSAN M. WEISSLEDER  
 Notary Public  
 My Commission Expires November 30, 2022

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 26TH DAY OF MARCH, 2020

