



**July 27, 2017 at 7:00 PM
Mayor and Board of Trustees – Regular Meeting
Third Street Firehouse
Greenport, NY 11944**

236 Third Street
Greenport NY
11944

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

MAYOR
GEORGE W. HUBBARD, JR.
EXT. 215

TRUSTEES
JACK MARTILOTTA
DEPUTY MAYOR

MARY BESS PHILLIPS

DOUGLAS W. ROBERTS

JULIA ROBINS

**VILLAGE
ADMINISTRATOR**
PAUL J. PALLAS, P.E.
EXT. 219

CLERK
SYLVIA PIRILLO, RMC
EXT. 206

TREASURER
ROBERT BRANDT
EXT. 217

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

- o William S. Pruitt
- o Michelle Schiavoni
- o Gail S. Wojcik

ANNOUNCEMENTS

- o The annual Shakespeare in the Park performance will take place from August 3rd through August 5th.
- o The Certified Local Government Workshop, hosted by our Historic Preservation Commission, will take place on August 26th in the Old Schoolhouse.
- o The second annual North Fork TV Festival will take place from September 7th through September 9th.
- o Thank you to Diana van Buren and Shan Quinn for their time and efforts in beautifying Tuthill Park and the surrounding area.

LIQUOR LICENSE APPLICATION

- o Renewal application for Greenporter Hotel

PUBLIC HEARINGS

- o Proposed amendment to Article IX (Fees and Charges) of Chapter 105 (Sewers) of the Village of Greenport Code
- o Proposed amendment to Article I (Standards) of Chapter 65 (Fire Prevention and Building Construction) of the Village of Greenport Code
- o Proposed amendment to Section 9 and Section 18 (Multi-Family Dwelling) of Chapter 150 (Zoning) of the Village of Greenport Code
- o Continued – Proposed amendment to Chapter 103 (Rental Regulations for Residential Properties) of the Village of Greenport Code.

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 07-2017-1**

RESOLUTION adopting the July 2017 agenda as printed.

RESOLUTION # 07-2017-2

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

RESOLUTION # 07-2017-3

RESOLUTION ratifying the following resolutions as approved at the July 20, 2017 work session meeting of the Village of Greenport Board of Trustees:

- RESOLUTION ratifying the hiring of Xavier Allen as a part-time, seasonal Carousel employee at a pay rate of \$ 10.00 per hour, effective June 19, 2017
- RESOLUTION ratifying the hiring of Connor O'Neil as a part-time, seasonal Park Attendant at Mitchell Park Marina at a pay rate of \$ 10.00 per hour, effective June 27, 2017
- RESOLUTION approving the contract between the Village of Greenport and Deal Concrete Corp. to install a driveway apron at the Village of Greenport Third Street Firehouse, at an approximate cost of \$ 200,320 pursuant to Suffolk County Contract # 5-16.6.2A1; and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Deal Concrete Corp. The cost of approximately \$ 200,320 will be expensed from account H.5110.200 (Road Construction), and
- RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 3727, to appropriate capital reserves for the Village paving project not funded from bond proceeds, and directing that Budget Amendment # 3727 be included as part of the formal meeting minutes for the July 27, 2017 regular meeting of the Board of Trustees.

VILLAGE ADMINISTRATOR**RESOLUTION # 07-2017-4**

RESOLUTION accepting the proposal as submitted by KJB Industries, Inc., for the construction of a Bio-Retention Basin at the end of Manor Place in the Village of Greenport, at a cost not to exceed \$139,631.00; per the bid opening on April 27, 2017 and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and KJB Industries, Inc.

RESOLUTION # 07-2017-5

RESOLUTION ratifying the hiring of Jordan Fonseca as a part-time, seasonal Park Attendant at Mitchell Park Marina at a pay rate of \$10.00 per hour, effective July 23, 2017.

RESOLUTION # 07-2017-6

RESOLUTION approving the contract between the Village of Greenport and Enecon Northeast Applied Polymer Systems, Inc. to clean and install an epoxy floor coating system in the basement of the Village of Greenport Municipal Power Plant, at a cost of \$ 136,780; pursuant to Suffolk County Contract # PSPWPC-121313; and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Enecon Northeast Applied Polymer Systems, Inc. The cost of \$ 136,780 is to be expensed from account E.0352.205 (Transmission Substation Equipment).

RESOLUTION # 07-2017-7

RESOLUTION approving the contract between the Village of Greenport and Deal Concrete Corp. to replace specified curbs, sidewalks and aprons on: South Street, Sixth Street, Wiggins Street, Front Street, and Main Street, at an approximate cost of \$ 341,651, pursuant to Suffolk County Contract # 5-16.6.2A1; and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Deal Concrete Corp. The cost of approximately \$ 341,651 will be expensed from account H.5110.200 (Road Construction).

RESOLUTION # 07-2017-8

RESOLUTION approving the contract between the Village of Greenport and Corazzini Asphalt, Inc. to re-surface: Broad Street, South Street between Fourth Avenue and Fifth Avenue, Third Street between North Street and the apron at the Village of Greenport Third Street Firehouse, and Main Street between First Street and Front Street, at an approximate cost of \$ 355,206, pursuant to the specifications detailed in Town of Southold Resolution # 2016-751; and authorizing Mayor Hubbard to sign the Contract between the Village of Greenport and Corazzini Asphalt, Inc. The cost of approximately \$ 355,206 will be expensed from account H.5110.200 (Road Construction).

VILLAGE TREASURER**RESOLUTION # 07-2017-9**

RESOLUTION approving the attached Municipal Advisor Services agreement between the Village of Greenport and Munistat Services Inc. in the amount of \$ 3,500.00 to be expensed from account A.1325.433 (Bond Counsel/ Financial Advisor), and authorizing Mayor Hubbard to sign the Municipal Advisor Services Agreement.

RESOLUTION # 07-2017-10

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 3726, for year-end adjustment to Fiscal Year 2016/2017, and directing that Budget Transfer # 3726 be included as part of the formal meeting minutes for the July 27, 2017 regular meeting of the Board of Trustees.

VILLAGE CLERK**RESOLUTION # 07-2017-11**

RESOLUTION hiring Ethan Holland as a full-time Power Plant Operator for the Village of Greenport Electric Department, at a pay rate of \$ 18 per hour, effective August 2, 2017. All health insurance and other full-time employment benefit provisions specified in the current contract between the Village of Greenport and CSEA Local 1000 apply to this hiring, as does the standard twenty-six week Suffolk County Civil Service probationary period.

RESOLUTION # 07-2017-12

RESOLUTION authorizing the solicitation of bids for four (4) Village vehicles to be purchased as follows:

two (2) pick-ups for the Road Department,
one (1) pick-up for the Water Department, and
one (1) car for the Meter Reading Division;
and directing Clerk Pirillo to notice the Request for Bids accordingly.

RESOLUTION # 07-2017-13

RESOLUTION declaring as surplus, and no longer necessary for municipal purposes, two (2) Greenport Fire Department vehicles formerly used as Chiefs' cars as follows:

a 2003 Chevrolet Tahoe and
a 2006 Chevrolet Suburban;
directing Clerk Pirillo to notice the Request For Bids accordingly, and further authorizing the Village of Greenport to sell the two (2) vehicles to the highest bidder(s).

RESOLUTION # 07-2017-14

RESOLUTION approving the use of the softball field at Moore's Lane by Eastern Long Island Hospital, from 5:00 p.m. through 9:00 p.m. on September 2, 2017 for the annual Hospital Fundraiser.

RESOLUTION # 07-2017-15

RESOLUTION approving the attached agreement between The Village of Greenport and Nina J. Greenfield Stewart for the provision of legal services for the Village of Greenport Housing Authority, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and Nina J. Greenfield Stewart.

RESOLUTION # 07-2017-16

RESOLUTION approving the attached SEQRA resolution regarding the Wetlands Permit Application submitted by Bridgford Hunt on behalf of North Ferry Company, Inc. to replace 28 decayed pilings with new pilings and to install plastic guards on the pilings.

RESOLUTION # 07-2017-17

RESOLUTION approving the Wetlands Permit Application submitted by Bridgford Hunt on behalf of North Ferry Company, Inc. per the public hearing held on June 22, 2017; to replace 28 decayed pilings with new pilings and to install plastic guards on the pilings; and further accepting the Conservation Advisory Council recommendation of a two-year permit expiration.

RESOLUTION # 07-2017-18

RESOLUTION approving the attached SEQRA resolution regarding the Wetlands Permit Application submitted by John V. Halsey on behalf of Peconic Land Trust, Inc. to perform shoreline restoration activities at the Widow's Hole Preserve, with such restoration including approximately .4 acres of shoreline and adjacent upland.

RESOLUTION # 07-2017-19

RESOLUTION approving the Wetlands Permit Application submitted by John V. Halsey on behalf of Peconic Land Trust, Inc. per the public hearing held on May 25, 2017; to perform shoreline restoration including approximately .4 acres of shoreline and adjacent upland; and further accepting the Conservation Advisory Council recommendation of a two-year permit expiration, with the project details to be re-submitted for approval in the event that the applicant modifies the design in any way during the two-year term.

VILLAGE TRUSTEES**RESOLUTION # 07-2017-20**

RESOLUTION approving the following temporary Standard Operating Procedure regarding sandwich boards, per the recommendation of the Village of Greenport Business Improvement District:

- one sign per business
- maximum sign size: 24" x 42"
- ideally: a chalkboard with a natural wooden frame
- placement: should allow for five feet of unencumbered walkway, and
- the Village of Greenport Code regarding other encumbrances such as: tables, benches and clothing racks to be enforced, per the Code and guidelines of the 5' walkable sideway.

This Standard Operating Procedure will be in effect from July 27, 2017 through September 24, 2017.

RESOLUTION # 07-2017-21

RESOLUTION approving the placement of five (5) "Little Free Library" units on Village of Greenport owned properties, with the exact placement of each unit to be determined by the Village of Greenport.

VOUCHER SUMMARY**RESOLUTION # 07-2017-22**

RESOLUTION approving all checks per the Voucher Summary Report dated July 24, 2017, in the total amount of \$ 30,713.85 consisting of:

- o All regular checks in the amount of \$ 30,448.25, and
- o All prepaid checks (including wire transfers) in the amount of \$ 265.60.

RESOLUTION # 07-2017-23

RESOLUTION approving all checks for Fiscal Year 2017/2018 per the Voucher Summary Report dated July 24, 2017, in the total amount of \$ 1,109,389.80 consisting of:

- o All regular checks in the amount of \$ 845,206.78, and
- o All prepaid checks (including wire transfers) in the amount of \$ 264,183.02.

Phone: (631) 331-8888
Fax: (631) 331-8834

MUNISTAT SERVICES INC.

Municipal Finance Advisory Service

Website: www.munistat.com

• *Serving Municipalities and School Districts in New York State Since 1977* •

12 Roosevelt Avenue
Port Jefferson Station, New York 11776



MUNICIPAL ADVISOR SERVICES AGREEMENT

THIS MUNICIPAL ADVISOR SERVICES AGREEMENT (the "Agreement") is entered into as of, June 11, 2017 (the "Effective Date") between the Village of Greenport, ("Village") and Munistat Services, Inc. ("Munistat") (collectively referred to herein as the "Parties").

RECITALS

WHEREAS, Munistat is a Municipal Advisory firm specializing in municipal finance and municipal government related matters; and

WHEREAS, the Village desires to engage Munistat to provide certain services relative to the issuance of the certain obligations as set forth in **Appendix A** ("Work Orders"), and Munistat desires to provide services to the Village in connection with such Work Orders.

AGREEMENT

NOW THEREFOR, the Parties agree as follows:

1. Municipal Advisory Services. The Parties hereto agree that Munistat shall provide those services set forth in the Work Orders, and Munistat's services as the Village's Municipal Advisor shall be expressly limited to the services noted therein.
2. Term and Termination. This Agreement shall be effective as of the Effective Date and shall remain in effect until each Work Order is completed or until terminated by either party upon (30) days written notice; provided, however, that in the event of termination of any such engagement, Munistat reserves that right to assess fees for any work performed pursuant to a Work Order in accordance with the Fee Schedule set forth in **Appendix B**.
3. Agreement to Provide Information. The Village agrees to provide Munistat with factual, not misleading information as shall be required by Munistat in furtherance of the services set forth herein, including financial statements, budgets, and other relevant documents. The Village further agrees to not intentionally omit any material information relevant to Munistat's provision of services. Munistat agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement, including material changes to the information provided in Sections 1, 2, 4, 6 and 7.
4. Compensation. Munistat shall receive a fee for any services rendered to the Village pursuant to this Agreement in accordance with the fee schedule set forth in Appendix B attached hereto and incorporated herein by reference.
5. Indemnity. Each party shall defend, indemnify and hold harmless the other from and

against any and all claims, demands, expenses, cost or causes, arising out of or in connection with any claim, suit, action, or proceeding for personal injury, death or property damage sustained or incurred as a result of any act, failure, or default by the other party's employee while acting within the scope of their duties as determined by this Agreement.

6. Dodd-Frank Compliance. Munistat is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") (Registration #867-00429) and the Municipal Securities Rulemaking Board ("MSRB") (Registration #K0114). As part of this registration Munistat is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Munistat. Pursuant to MSRB Rule G-42, Munistat is required to disclose any legal or disciplinary event that is material to the Village's evaluation of Munistat or the integrity of its management or advisory personnel. Munistat has determined that no such event exists. Copies of Munistat's filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either "Munistat Services Inc." or for our CIK number which is 0001608472

7. Disclosure of Conflicts of Interest. The Village acknowledges that it has received those disclosures set forth and contained within **Appendix C** attached hereto and incorporated herein by reference. The Village further acknowledges that it has been given the opportunity to raise questions and discuss such disclosures with Munistat and that it fully appreciates the nature of such disclosures and any and all conflicts noted therein. The Village hereby waives such conflicts and authorizes Munistat to provide services pursuant to this Agreement. From time to time, Munistat may provide additional conflict of interest disclosures to the Village as noted in Appendix C. In this regard, Village hereby authorizes the Village Treasurer to acknowledge and/or waive any such additional conflict of interest disclosures of Munistat on behalf of the Village.

[Signature page follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective representatives as of the date first written above.

VILLAGE OF GREENPORT

MUNISTAT SERVICES, INC.

By: _____

By:  _____

Name: _____

Name: Noah Nadelson

Title: _____

Title: Chief Executive Officer

APPENDIX A

SERVICES

- Preparation of maturity schedules for bond issues which will be attractive to potential bidders as well as acceptable to the Village and to Bond Counsel. We will offer options, i.e. traditional versus level debt, and perform sensitivity analyses so that the Village may make a more informed decision regarding current as well as future budgetary impact.
- With regard to the use of notes and bonds, depending on the scope of the project, the Village may consider to fund its capital projects at inception with note issues in order to ensure that permanent financing is accomplished for the proper amount.
- We will submit a list to the Village of the documents and information necessary to prepare the Official Statement. We then prepare the Official Statement, relying on Bond Counsel for certain language relating to legal matters, in accordance with disclosure requirements, as set forth in Securities and Exchange Commission Rule 15c2-12.
- In order to avoid the errors that may be caused by time pressures, we would prefer to have about 2 weeks for composition and word processing, measured from the date upon which we have received all necessary documents and information. Upon completion of word processing, the Official Statement will be submitted to the Village and to Bond Counsel for review and comment.
- We distribute Official Statements and Notices of Sale to our retail and institutional database and other members of the investment community through various information repositories and post the documents on our website.
- We submit all necessary documents and information to the rating agencies and, if we feel the situation warrants, we will make an appointment with a credit analyst in order to present our views regarding the Village's rating.
- Since almost all bond and note issues are issued in book-entry-only form, we coordinate with the Village, bond counsel and The Depository Trust Company (DTC) to ensure that the procedure is accomplished smoothly and efficiently.
- Prior to the bond sale, we submit the required information to the CUSIP Service Bureau. It is generally the function of bond counsel and the underwriter to ensure that the bonds are printed in correct form and on a timely basis.
- We ensure the publication of the Notice of Sale for bond issues within the required time limits.

- We prepare the Debt Statement for certain bond issues and file it with the State Comptroller's office.
- We handle the bid opening at our office and verify the calculation of the winning bid.
- We coordinate the financial details of the closing with the Village, bond counsel, the underwriter, and the bond insurance company (if applicable).
- We coordinate the preparation of the Final Official Statement with the underwriter, bond counsel and, where applicable, the bond insurance company.
- We prepare the final Debt Service Schedule (and, where applicable, the apportionments of such overall Debt Service Schedule into the appropriate funds), and distribute copies of such schedules to the issuer, to the fiscal agent (or DTC) and bond counsel.
- If appropriate, we assist the Village in short-term and long-term financings with the Environmental Facilities Corporation. Such services include but are not limited to: coordinate the collection of financial and operating information during the application process, participation in conference calls, prepare various estimated debt service schedules, determine amounts to be included in ensuing operating budgets, and tax impact analysis.
- In accordance with SEC Rule 15c2-12 and the Undertaking to Provide Continuing Disclosure as executed by the Village in connection with the sale of certain bonds and delivered at the closing for such bonds, the Village may be obligated to file a Statement of Annual Financial and Operating Information with the Electronic Municipal Market Access System (AEMMA®) according to the Agreement. When necessary, we are available to help the Village to ensure compliance with its Continuing Disclosure Undertakings.

APPENDIX B
FEES AND EXPENSES

The fees for our services for capital project financings will *not exceed* the following: Serial Bonds - \$9,500 for each bond issue with an Official Statement up to \$3,000,000 and \$0.85 per \$1,000 thereafter; Refunding Serial Bonds - - \$12,500 for each bond issue with an Official Statement up to \$3,000,000 and \$1.85 per \$1,000 thereafter; Bond Anticipation Notes – Base fee of \$4,500 for each note with an Official Statement up to \$3,000,000 and \$0.45 per \$1,000 thereafter; Environmental Facilities Corporation Financings - \$3,500 for the first 10 hours spent, \$150 per hour thereafter. The fee for general consulting services will be \$150 per hour with the terms of the service agreed upon prior to the engagement.

Our fee for the \$800,000 General Obligation Serial Bonds - 2017 will be \$3,500.

The fee for preparation and filing of the Statement of Annual Financial and Operating Information in accordance with SEC Rule 15c2-12, and the Village's Continuing Disclosure Undertaking will be \$3,500. There is no charge for the filing of material event notices.

The fee for our services includes all out-of-pocket expenses. Other normal issuing costs, such as bond counsel fees, rating agency fees and publication of resolutions and Notices of Sale are billed directly to the Village by the respective parties.

Munistat Services, Inc. will not charge to attend meetings of the Board, work sessions, meetings with bond counsel, ratings agencies, or any other meetings associated with a capital project. We do not charge any fees for services delivered prior to a referendum, including preparation of estimated debt service and tax rate impact schedules. There will be no charge until, and unless the closing of the bonds or notes take place.

APPENDIX C

DISCLOSURE OF CONFLICTS OF INTEREST

CONTINGENT COMPENSATION

The fees to be paid by the Village to Munistat Services, Inc. are contingent on the successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Munistat Services, Inc. may have an incentive to recommend unnecessary financings to the Village. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Munistat Services, Inc. may have an incentive to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Munistat Services, Inc. manages and mitigates this conflict primarily by adherence to the fiduciary duty which it owes to municipal entities which require it to put the interests of the Village ahead of its own.

OTHER MATERIAL CONFLICTS OF INTEREST

Munistat Services, Inc. has determined, after exercising reasonable diligence, that it has no other known material conflicts of interest that would impair its ability to provide advice to the Village in accordance with its fiduciary duty to municipal entity clients. To the extent any such material conflicts of interest arise after the date of this Agreement, Munistat Services, Inc. will provide information with respect to such conflicts in the form of a written amendment or supplement to this Agreement.

**NINA J. GREENFIELD STEWART
ATTORNEY & COUNSELOR AT LAW
CONSULTANT
8 SECOND STREET-BOX 463
BELLPORT, NEW YORK 11713**

Phone 631- 286-0858
Facsimile 631- 776-0609

e-mail: NJGSTEWART@AOL.COM

May 22nd 2017

Ms. Asha Gallacher, Program Administrator
Village of Greenport Housing Authority
236 3rd Street
Greenport, New York 11944



Re- Legal Services Agreement for 2017

Dear Asha;

This agreement is retroactive to January 1st 2017, as I have provided my services in 2017, due to Section 8 program mandates, as the program's critical legal demands must be met. Due to my medical issues I was delayed in sending the 2017 written agreement, but assured you the Section 8 program legal requirements would be met on an ongoing basis so as not to jeopardize compliance. Based on work I have done and issues that arise constantly, given Section 8 program administration, this is to confirm retaining my services in connection with the Section 8 Housing Choice Voucher program on an ongoing basis for the Village of Greenport Housing Authority.

It is understood that my services will be provided on an as needed basis. It is important that the terms of such engagement are clear. Though many attorneys and/or their clients do not require such a written agreement, I have always found that putting all the terms and conditions in a written agreement avoid confusion and add to transparency.

My hourly fee for non-profit work is still only is \$175.00. I waive my retainer. This is usually paid before I start work. I will seek reimbursement for charges incurred in a timely manner. I will send timely accounting of my hours and charges. I will also include information as to what charges I am discounting.

I charge my hourly rate for meeting time, preparation of documents of any kind, review of additional documents and phone time with 3rd parties. I do not charge for general research and phone time consulting with representatives of your organization as to follow-up on cases. I expect the phone time and travel time to be reasonable and will

take into consideration specific details of a case when reviewing the time expended. I do understand there are situations when time is of the essence and I will take that into consideration.

I do not charge for local travel, (within 10 miles from my office), but do charge mileage at the prevailing federal reimbursement rate (IRS), for trips from my office in Bellport.

I charge for out of pocket costs such as federal express, priority or overnight postal cost and filing and/or document fees, when applicable. If a meeting is scheduled and it is canceled without at least 4 hours notice, a one hour fee of \$175.00 will be charged for the meeting time unless cancelation is due to illness or due to a 3rd party and beyond your ability, (as my client), to reschedule in a timely manner.

I promise to use my time wisely and will endeavor to keep you informed as to the status of all my activities frequently. From our discussions I understand the scope of the activities will be to consult on the case at hand and advise you as to courses of action, review all documents related to the case, recommend additional documentation, prepare and submit the documents to you as requested. I will also work with you to advise you on language and federal regulations, if you choose to prepare letters and other documents. If requested, I can represent you at an administrative hearing and prepare follow-up documents. Discussions with HUD and other government entities' representatives would also be included, if requested. This agreement does not include any future litigation, if that should become necessary.

I look forward to working with you and appreciate your confidence in me. I do appreciate that the more we are able to work together cooperatively, then the more effective we can be in moving ahead and minimizing legal and related fees.

If this is acceptable to you, please sign this or have a legal representative of your organization do so.

Sincerely,

Nina J. Greenfield Stewart, Esq.

Signed:

Village of Greenport, Housing Authority
Authorized Representative

Date

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING WETLANDS PERMIT APPLICATION
OF BRIDGFORD HUNT ON BEHALF OF
NORTH FERRY COMPANY, INC.

WHEREAS an application for a wetlands permit approval was filed by Bridgford Hunt as applicant on behalf of North Ferry Company, Inc. with the Board of Trustees of the Village of Greenport; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Village of Greenport with respect to the wetlands permit application and the Board of Trustees of the Village of Greenport with regard to SEQRA, and completed a short form EAF for purposes of SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the consideration and approval of the wetlands permit application and it is further

RESOLVED that the Board of Trustees hereby determines that the approval of the wetlands permit application is an Unlisted Action for purposes of SEQRA; it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the approval of the wetlands permit application;

Will not have a significant negative impact on the environment in the action, and;

Will not result in a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels, substantial increase in solid waste production, a substantial increase in potential for erosion, flooding, leaching or drainage problems, and;

Will not result in the removal or destruction of large quantities of vegetation or fauna, substantial interference with the movement of any resident or migratory fish or wildlife species, impacts on habitats, or other significant adverse impact on natural resources, impairment of a critical environmental area and;

Will not result in the creation of a material conflict with a community's current plans or goals, and;

Will not result in the creation of a hazard to human health, and;

Will not result in a substantial change in land use, and;

Will not encourage or attract an additional large number of people to a place for more than a few days, and;

Will not result in the creation of a material demand for other actions, and;

Will not result in changes in two or more elements of the environment, each of which is not significant but when reviewed together are significant two ore more related actions each of which is not significant but when reviewed together are significant.

RESOLVED that a Negative Declaration is hereby adopted for purposes of SEQRA.

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: July 13, 2017

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING WETLANDS PERMIT APPLICATION
OF JOHN V. HALSEY ON BEHALF OF
PECONIC LAND TRUST, INC.

WHEREAS an application for a wetlands permit approval was filed by John V. Halsey as applicant on behalf of Peconic Land Trust, Inc. with the Board of Trustees of the Village of Greenport; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Village of Greenport with respect to the wetlands permit application and the Board of Trustees of the Village of Greenport with regard to SEQRA, and completed a short form EAF for purposes of SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the consideration and approval of the wetlands permit application and it is further

RESOLVED that the Board of Trustees hereby determines that the approval of the wetlands permit application is an Unlisted Action for purposes of SEQRA; it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the approval of the wetlands permit application;

Will not have a significant negative impact on the environment in the action, and;

Will not result in a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels, substantial increase in solid waste production, a substantial increase in potential for erosion, flooding, leaching or drainage problems, and;

Will not result in the removal or destruction of large quantities of vegetation or fauna, substantial interference with the movement of any resident or migratory fish or wildlife species, impacts on habitats, or other significant adverse impact on natural resources, impairment of a critical environmental area and;

Will not result in the creation of a material conflict with a community's current plans or goals, and;

Will not result in the creation of a hazard to human health, and;

Will not result in a substantial change in land use, and;

Will not encourage or attract an additional large number of people to a place for more than a few days, and;

Will not result in the creation of a material demand for other actions, and;

Will not result in changes in two or more elements of the environment, each of which is not significant but when reviewed together are significant two ore more related actions each of which is not significant but when reviewed together are significant.

RESOLVED that a Negative Declaration is hereby adopted for purposes of SEQRA.

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: July 20, 2017