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

Station One Firehouse
Third and South Streets
Greenport, New York 11944
June 22, 2023
6:00 p.m.

- B E F O R E:
- KEVIN STUESSI - MAYOR
 - MARY BESS PHILLIPS - DEPUTY MAYOR/TRUSTEE
 - PATRICK BRENNAN - TRUSTEE
 - LILY DOUGHERTY-JOHNSON - TRUSTEE
 - JULIA ROBINS - TRUSTEE

 - JOSEPH PROKOP - VILLAGE ATTORNEY
 - PAUL PALLAS - VILLAGE ADMINISTRATOR
 - JEANMARIE ODDON - VILLAGE DEPUTY CLERK

1 (The Meeting was Called to order at 6 p.m.)

2 MAYOR STUESSI: I'd like to make a motion to
3 open the meeting. May I have a second, please?

4 TRUSTEE PHILLIPS: Second.

5 MAYOR STUESSI: All in favor?

6 TRUSTEE ROBINS: Aye.

7 TRUSTEE BRENNAN: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE DOUGHERTY-JOHNSON: Aye.

10 MAYOR STUESSI: Aye.

11 Motion carries.

12 (Siren Sounded)

13 MAYOR STUESSI: Give it a moment. Please
14 stand for the Pledge of Allegiance.

15 (Pledge of Allegiance)

16 MAYOR STUESSI: Please stay standing. I'd
17 like a moment of silence for Henry Myslborski, a
18 member of the Greenport Fire Department,
19 Kenneth W. McDonald, former Village of Greenport
20 Harbor Patrol, and Jean Dunkirk.

21 (Moment of Silence)

22 MAYOR STUESSI: Please be seated. I have a
23 few announcements to make. I'm pleased to remind
24 the community that this Saturday, June 24th, from
25 12 noon to 5 p.m., we have the first annual

1 North Fork Pride celebration, parade and community
2 concert and events in Mitchell Park.

3 Together with that, the Relief Hose and
4 Phenix Hook Ladder of the Greenport Fire Department
5 will be holding a fundraiser carnival at the Polo
6 Grounds on Moore's Lane on July 4th through
7 July 8th, from 6 p.m. to 11 p.m., with fireworks on
8 July 5th and on July 8th.

9 And this Sunday, Greenport High School's
10 Class of 2023 Graduation will host a parade for the
11 High School Seniors from 8:30 a.m. to 11:30 a.m.

12 With that, I would like to make a motion --
13 no, we don't need to make a motion for the Board
14 public meeting. We're going to be taking comments
15 on the following State Liquor Authority
16 application. If the applicants for LH 325 (sic)
17 Front Street could please approach the podium,
18 please. Paul, do you have the site plan in front
19 of you?

20 ADMINISTRATOR PALLAS: I don't have it.

21 MAYOR STUESSI: We don't have -- you don't
22 have a copy of it?

23 ADMINISTRATOR PALLAS: I didn't get -- I
24 didn't have a chance to get it. Alex didn't give
25 it to me.

1 MAYOR STUESSI: Okay. Gentlemen, thank you
2 for being here. I understand Blue Flag Partners,
3 your company, has purchased the Greenporter Hotel,
4 and you're intending to reopen the restaurant
5 there, correct?

6 ERIC BROWN: That's correct.

7 MAYOR STUESSI: Wonderful. If you could tell
8 us about your --

9 COURT REPORTER: If they could just state
10 their name for the record.

11 MAYOR STUESSI: Yes, pardon me. If you could
12 please state -- whoever is going to be speaking,
13 state your name and address for the record, please.

14 ERIC BROWN: Yeah. So my name is Eric Brown.
15 I'm with Blue Flag Partners, as the Mayor alluded
16 to, and the address, 326 Front Street. Sorry. And
17 then with me is --

18 CELSO MOREIRA: Celso Moreira, Director of
19 Operations for the company, same address, 326 Front
20 Street.

21 RICKI MILLINGTON: I'm Ricki Millington, Head
22 of Operations for Blue Flag.

23 MAYOR STUESSI: Great. So if you could tell
24 us about the planned operation for there. And you
25 do understand that you need to uphold the prior

1 approved site plan, and any changes would have to
2 be in front of the Planning Board, to which you
3 would have to file for. I believe, if you do
4 intend to do a sign change, you will also need to
5 go in front of the Board as well. But if you could
6 please describe the intent of the operations and
7 what you're going to be doing, and then we will ask
8 some questions from the Board and open it up to the
9 public.

10 ERIC BROWN: Excellent.

11 MAYOR STUESSI: Thank you.

12 ERIC BROWN: Let me -- yeah. So let me just
13 start a quick explanation of our setup, and then
14 I'll hand it over to Celso, who can explain our
15 intentions at the restaurant.

16 So Blue Flag, we actually bought the
17 Greenporter last Fall. We are the owners of the
18 property. Celso technically works with a company
19 called Life House Hotels. Life House Hotels is a
20 hotel management company. We have technically
21 leased the restaurant space to Life House. Blue
22 Flag and Life House have had a partnership for over
23 five years, and we've worked together on multiple
24 hotels. So we are one greater team, but I thought
25 that would helpful as to understanding the entity

1 and who will hold the liquor license, if there are
2 any questions on that, so.

3 And I'll just say we're incredibly excited to
4 be in Greenport. Our background as a company is
5 we're based in Boston. We own a handful of hotels
6 in Nantucket, Martha's Vineyard, and now Long Island,
7 and we're incredibly excited to be here.

8 And so I'll hand it over to Celso to speak to
9 the operations.

10 CELSO MOREIRA: Thank you. So the plan is to
11 maintain the restaurant exactly as it was, same
12 number of seats indoors, as well as outdoors, and
13 the pool. It's a Mediterranean concept that we're
14 still finalizing exactly how that's going to look.
15 Hours of operation will be the same as previous.
16 And the plan is to currently open it from April
17 through December during the year, and while our
18 business is open.

19 Obviously, being in a hotel, we're very
20 sensitive, obviously, to the neighbors, but also
21 for the hotel guests, and so noise will never be
22 something that we, you know, foresee as an issue.
23 The operations, as far as exterior goes, will close
24 at 10. And then the hours of operation that we've
25 asked for are the previous hours, which is from

1 8 a.m. for breakfast until midnight. Midnight
2 would only happen most likely if there is an event,
3 but the plan is to close by 10.

4 MAYOR STUESSI: Okay. Anything else you want
5 to add before we ask questions?

6 ERIC BROWN: I'll just -- I'll just share
7 that we obviously bought the hotel from Deborah
8 Rivera, who owned it for 22-plus years, and have a
9 fantastic relationship with her, and worked with
10 her to make sure that the plan that was put in
11 front of everyone was what was approved and what --
12 how she operated it historically. And so our full
13 intention is to continue that forward, and so we've
14 been working side by side with her to make sure we
15 do that, so.

16 MAYOR STUESSI: Great. The only thing I
17 would add, before we open it up to the remainder of
18 the Board, is we had our very first hearing for
19 another applicant for a restaurant recently, who
20 also agreed to adhere to the site plan and be a
21 good neighbor, and we've had some problems. And so
22 what I'd like to say is that the proof will be in
23 the pudding as, you know, we go forward and look
24 back on this six months after you've opened, or two
25 years after you've opened. So I would not just

1 hope but expect that you keep to your promise and
2 you be a great neighbor for our community. There's
3 a lot of people who live very close nearby and
4 that's going to be important.

5 RICKI MILLINGTON: Mayor, if I may add, we do
6 have a restaurant, a restaurant in Nantucket and a
7 restaurant in the Vineyard, which we've operated
8 for three years. We're used to the tight knit
9 community and we're very respectful of that, and
10 it's important to us to be here for a long time.

11 ERIC BROWN: Yeah, we're going to be here for
12 a long time, and we have every intention of proving
13 to everyone here that we will do what we said, so
14 noted and it's all good.

15 MAYOR STUESSI: Thank you. I'll open it up
16 to the Board for any questions.

17 TRUSTEE ROBINS: Can I ask -- yeah, I just
18 wanted to clarify. In terms of your, you know,
19 relationship, are you the principal owners,
20 basically?

21 ERIC BROWN: Correct, yeah.

22 TRUSTEE ROBINS: You and your partner, is
23 that --

24 ERIC BROWN: Well, no. So Blue Flag,
25 there's -- that is a great question. There's --

1 gosh, there's probably about 20 full-time employees
2 at Blue Flag today. I am a principal at the firm.
3 Ricki runs all of the food and beverage, and there
4 are several, several other partners.

5 TRUSTEE ROBINS: So you're the only principal
6 here at the meeting tonight, right? Everybody else
7 is employees, basically?

8 ERIC BROWN: Well, yeah, we're all --

9 TRUSTEE ROBINS: Employees.

10 ERIC BROWN: Yeah, we're all employees. Just
11 let me explain it.

12 TRUSTEE ROBINS: You're all employees for
13 this larger hotel group, is that who this is, or --

14 ERIC BROWN: That's right. That's right, yes.

15 TRUSTEE ROBINS: Okay. I'm just trying to,
16 you know, get in my mind who is who.

17 ERIC BROWN: Yeah, sorry, no, no. Blue
18 Flag -- no, it's a great question. Blue Flag is a
19 collection of partners with various expertise in
20 hospitality that came together about seven-plus
21 years ago, and it started with a very small project
22 in Nantucket, and now has grown to around, you
23 know, a handful of hotels. And so there's about --
24 there are technically three primary owners of the
25 business, and then there are several other

1 employees who are tasked with various responsibility.
2 My responsibility is kind of the manager of the
3 Long Island portfolio, and that's why I'm here
4 speaking, and would probably like see many of you
5 in town going forward.

6 Celso's responsibility is to see -- oversee
7 not only our hotel here, but other hotels in
8 Long Island, should we have any. And we bought
9 something in Montauk, Celso will oversee that. So
10 Celso has moved to Greenport and will be our
11 day-to-day lead on the ground. And then Ricki's
12 responsibility is food and beverage and helping
13 Celso manage the restaurant. So that's our --
14 that's our independent part of roles and
15 responsibilities.

16 TRUSTEE ROBINS: Okay. So, Celso, you're the
17 main person who will be here in Greenport running
18 the restaurant, correct?

19 CELSO MOREIRA: That's correct.

20 TRUSTEE ROBINS: Okay. Thank you.

21 TRUSTEE DOUGHERTY-JOHNSON: Do you want to
22 let the people inside?

23 ERIC BROWN: Oh, sure.

24 JACK COSTELLO: Sorry about that. I was in
25 no rush to come in.

1 (Laughter)

2 TRUSTEE DOUGHERTY-JOHNSON: My question was I
3 think there was a time when the restaurant was only
4 open to hotel guests, and I just wanted to clarify
5 if it was going to be just for guests or for the
6 public.

7 CELSO MOREIRA: For the public.

8 TRUSTEE DOUGHERTY-JOHNSON: Okay. Thank you.

9 TRUSTEE PHILLIPS: I have a have a question,
10 because the -- Deborah was very much into
11 agritourism. Are you still going to follow that
12 concept, or are you completely moving away from it?

13 RICKI MILLINGTON: Well, yeah. So our idea
14 is to definitely go with as much as local community
15 and local farms as we can, we're looking at wine
16 programs as well. We're right now in mini
17 development and we're starting to share it, but it
18 will involve a lot of local agriculture for sure.

19 ERIC BROWN: Deborah, when we closed on the
20 property, one of the first things she did was
21 introduce us to many of the wineries and purveyors
22 that she had worked with in the past. So our
23 intention was to, you know, use that relationship
24 and continue to work with as many local suppliers
25 and as we possibly can.

1 TRUSTEE PHILLIPS: I guess I'm going to ask
2 the question in the room. In opening the
3 restaurant up, of course, it can be -- it deals
4 with parking, and I know that the site right now is
5 geared for parking for the hotel. And what -- what
6 are our plans to deal with parking?

7 ERIC BROWN: So our intent is to apply for
8 what was entitled before and what she used for the
9 restaurant use, was to -- was to do just that.
10 That's why we're not asking for anymore seats or
11 any different type of use. But we don't have more
12 parking onsite right now. We'd love to add parking
13 in any way we can, but we don't have any way to add
14 to that, but we'd love to hear everyone's thoughts.
15 Our thinking was stick to exactly what was done
16 before, and our hope was that that would be allowed
17 as it was previously, but we'll pass that as we
18 have to.

19 TRUSTEE PHILLIPS: Okay, all right. Just as
20 long as you read your site plan and the determination
21 that was established.

22 ERIC BROWN: Yes, we fully understand that.

23 TRUSTEE PHILLIPS: Okay.

24 ERIC BROWN: Yeah, and --

25 TRUSTEE PHILLIPS: Okay.

1 ERIC BROWN: Yeah, absolutely. And we
2 understand that. I think there was a time when the
3 previous owner had seeked additional entitlements,
4 and one of the concessions was that you could --
5 you can have these additional entitlements if you
6 restrict the restaurant to just guests only, and
7 our understanding is that it was never actually
8 like fully, you know, seen through. And,
9 therefore, our understanding would be like that
10 restriction to only have the restaurant be
11 serveable to guests, to the hotel guests would be
12 applicable, and that we would fall under the
13 same -- the latest entitlement that she has, which
14 is a restaurant open to the public.

15 TRUSTEE PHILLIPS: Okay.

16 RICKI MILLINGTON: Our application increased
17 44 seats for the restaurant, so it's definitely on
18 the smaller side, which I think would alleviate
19 that. And after attending the BID last week, we
20 discussed sort of looking at programs to encourage
21 people to cycle and walk to the facility the best
22 way we can.

23 TRUSTEE PHILLIPS: I know she was very much
24 encouraging people to come out on the train and not
25 to use --

1 RICKI MILLINGTON: Absolutely.

2 TRUSTEE PHILLIPS: -- to use -- to use public
3 transportation.

4 RICKI MILLINGTON: Yeah.

5 TRUSTEE PHILLIPS: Okay.

6 RICKI MILLINGTON: We want to add additional
7 bike racks to the front of the restaurant for
8 people to help alleviate and encourage people a
9 little bit.

10 TRUSTEE PHILLIPS: Okay, all right. Thank
11 you, appreciate that.

12 RICKI MILLINGTON: You're welcome.

13 MAYOR STUESSI: Patrick?

14 TRUSTEE BRENNAN: Could you explain again
15 what the relationship is between the ownership and
16 the operator, and the -- and the full name of the
17 operating company?

18 RICKI MILLINGTON: Life House.

19 CELSO MOREIRA: Life House.

20 TRUSTEE BRENNAN: Life or Light?

21 CELSO MOREIRA: Life.

22 ERIC BROWN: Life House. Yeah. So the
23 relationship, I can explain. So as the owner, we'd
24 be on the property, and we sign a long-term,
25 10-year management agreement with Life House, and

1 Life House manages the property. And we own it,
2 and we act as management and operate it day-to-day
3 with them. But it's definitely technically two
4 companies, so we have signed an agreement to work
5 together and manage the hotel and own the hotel.
6 So it --

7 MAYOR STUESSI: Didn't Blue Flag at one time
8 have ownership interest in Life House as well?

9 ERIC BROWN: That's right. That's right, and
10 we do today.

11 MAYOR STUESSI: You do still?

12 ERIC BROWN: Yeah.

13 MAYOR STUESSI: Okay.

14 ERIC BROWN: And, I mean, for the full
15 narrative, when Blue Flag started, Life House
16 started. And the founders at the time of both
17 companies knew each other very well, and it was
18 kind of this perfect marriage of you do this
19 management company, we'll do the ownership, and
20 we'll grow together, and five years later, we're
21 proud to say it's been a very successful
22 partnership. And it should, it should look and
23 feel like one team. There really is no need to
24 feel like a delineation. And by me bringing it up
25 it probably caused more confusion than anything

1 else, but I thought it was important, because
2 that's technically how it works, so.

3 MAYOR STUESSI: No, but it's helpful to
4 understand that ownership has an ownership interest
5 in the management company, so that if there's an
6 issue, it should get resolved.

7 ERIC BROWN: Yeah.

8 RICKI MILLINGTON: Yeah. I mean, we all work
9 very closely together. For example, we have a
10 small, one of the oldest taverns in America on the
11 Vineyard right now, The Newes, which Life House run
12 and operate for us. I spent most of this week
13 trying to help the man set it up. They just opened
14 up two weeks ago. So it will be a similar basis
15 here, where Celso and I will be in constant contact
16 to make sure they're all aligned on what's
17 important. And, you know, our idea is to keep it
18 as simple as possible, and add to the community and
19 what restaurants are here, instead of competing
20 with anyone. We understand there's a good demand
21 and supply, but we want to continue with different
22 support.

23 MAYOR STUESSI: And then are you intending to
24 serve food and beverage by the pool as well?
25 Deborah had mentioned to me, this is prior to you

1 moving here, that that was something they used to
2 do, and it was ambient music out there, too. I
3 mean, we can confirm with the site plan, but that's
4 my understanding, that it was allowed.

5 RICKI MILLINGTON: Yes. We'll be using
6 melamine products and other products, and have no
7 glass or any sort of damaging products around the
8 pool.

9 MAYOR STUESSI: Okay.

10 TRUSTEE BRENNAN: So Life House is going to
11 be holding the liquor; is that correct?

12 CELSO MOREIRA: That's correct.

13 TRUSTEE BRENNAN: And how long have you been
14 with Life House?

15 CELSO MOREIRA: So my background, 20 years in
16 New York City doing food and beverage in hotels.
17 Life House, I was actually their Cooperate Director
18 of Hotel Operations for the last three years. Back
19 in April, I joined Blue Flag and Life House to be
20 the regional for Long Island, so I moved out to
21 Greenport in April and have been here since. So my
22 focus is Greenport, and a couple of other hotels.
23 But by my main focus is out here, especially as
24 we open the --

25 TRUSTEE BRENNAN: Where are the other hotels

1 that you're also responsible for?

2 CELSO MOREIRA: In Montauk.

3 TRUSTEE BRENNAN: What's the name of them?

4 CELSO MOREIRA: The Sunset Montauk and Haven
5 Montauk.

6 TRUSTEE BRENNAN: Okay. Earlier, when you
7 were speaking about the -- I think as a response to
8 the question about the site plan, and you mentioned
9 quickly seats, indoor, outdoors and hours of
10 operation, and then you said it's going to be the
11 same, but then you went on to talk specifically
12 about some hours of operation. Is that the same or
13 is that a departure?

14 CELSO MOREIRA: That is the same from what
15 Deborah had.

16 TRUSTEE BRENNAN: You want to run through it
17 again, because I didn't follow.

18 CELSO MOREIRA: Sure. So 8 a.m. until
19 midnight is what we're asking for.

20 TRUSTEE BRENNAN: For the restaurant.

21 CELSO MOREIRA: For the restaurant. The
22 restaurant is located under three guest rooms, so I
23 don't foresee it being a thing, where especially --
24 we don't have, obviously, events for our guests in
25 the hotel, but we -- in the event that there's a

1 buy-out and they have an event downstairs in the
2 restaurant, we would want to be able to go until
3 midnight, so that's why we're asking for 8 a.m. to
4 midnight.

5 TRUSTEE BRENNAN: And that's this --

6 ERIC BROWN: Definitely, definitely. I think
7 what Celso is saying is we don't anticipate going
8 past --

9 TRUSTEE BRENNAN: All right.

10 ERIC BROWN: -- or even close to that --

11 TRUSTEE BRENNAN: All right.

12 ERIC BROWN: -- but we're asking for the
13 same.

14 TRUSTEE BRENNAN: All right. And then you
15 said seating, indoors and outdoors, was the same.
16 How many indoor seats and how many outdoor seats is
17 that?

18 CELSO MOREIRA: So the total seats for the
19 restaurant is 44. I believe there was a request
20 for additional seating that was approved for the
21 exterior patio, but we don't have that information
22 at the moment.

23 TRUSTEE BRENNAN: So your understanding is --
24 you feel confident that 44 is --

25 CELSO MOREIRA: Forty-four is definitely,

1 yeah, what's been approved, what we have in our
2 plan. But after speaking with Deborah, I believe
3 there was another approval that came through for
4 the additional seating.

5 TRUSTEE BRENNAN: How many guest rooms do you
6 have?

7 CELSO MOREIRA: Thirty-four.

8 TRUSTEE BRENNAN: And how many parking
9 spaces?

10 CELSO MOREIRA: Oh, the numbers are there,
11 but they're slowly fading. I want to say thirty --

12 AUDIENCE MEMBER: Thirty-six.

13 CELSO MOREIRA: Thirty-six? Okay, great.

14 TRUSTEE BRENNAN: And your business plan, you
15 feel like your business plan can work with the
16 seats, rooms, and parking spaces that's currently
17 allowed?

18 CELSO MOREIRA: Yes. We haven't really
19 experienced the restaurant being open. My only
20 experience has been like the last three weekends
21 we've had full buyouts, where we had every single
22 guest room taken. And we did have additional --
23 some empty, empty slots in our lot. That being
24 said, you know, understanding how the dining of the
25 restaurant and how it works, it's something like at

1 this point I can't really answer or provide, you
2 know, a definite whether or not the exact number of
3 spaces that we have will work, will work for the
4 restaurant.

5 TRUSTEE BRENNAN: Okay. I appreciate you
6 being candid about it. If I was in your position,
7 I would like to know how many seats, parking
8 spaces, rooms I had if I was running a business.
9 So I'm a little concerned that you feel like
10 you're -- like it may work, but you're not sure.

11 CELSO MOREIRA: Oh, I am.

12 ERIC BROWN: Let me just -- let me just, I
13 think, say that Celso is being a little
14 conservative in basically saying we haven't opened
15 yet, so let's see if people come when we open the
16 doors. I think the reason we bought the hotel, one
17 of the reasons we bought it was the restaurant, and
18 Deborah's success with the restaurant for 20-plus
19 years. And so we fully anticipate to have the same
20 success that she had with parking, the constraints
21 that she had. So we fully anticipate to be doing
22 everything she had done, which is our understanding
23 was a very successful hotel and a very successful
24 restaurant. If we can exceed that, amazing, but we
25 hope to replicate the success that she had.

1 TRUSTEE BRENNAN: Okay. You had mentioned
2 earlier that you had an understanding about the
3 restaurant's restrictions. Did you test that
4 understanding with our Building Department or our
5 Village Administrator?

6 ERIC BROWN: Yes, we did, yeah. So what
7 our -- the information given to us was that was --
8 it was an application for many years ago, and
9 Zoning said you -- "We will give you a variance for
10 parking for" -- "therefore, if you limit your
11 restaurant to guests only." Now that was never --
12 that was never taken to completion. The permit was
13 never picked up and had lapsed. That is not
14 something that we bought or something that we have,
15 and so the current -- what we -- our understanding,
16 what we bought is the right to operate the
17 restaurant as it was prior to that submittal. And,
18 for example, the, you know, Health Department
19 certification that was on the wall when we bought
20 the hotel, which that -- which was for 44 seats and
21 a guest space in the restaurant, so.

22 TRUSTEE BRENNAN: And who did you speak with
23 at the Village to test these understandings?

24 ERIC BROWN: Who did we speak to at the
25 Village? We had the Zoning Lawyer that stated that

1 the building permit had to be picked up by a
2 certain date and it wasn't.

3 TRUSTEE BRENNAN: I have a question for
4 Mr. Pallas. Does this sound familiar to you, or
5 does this sound correct?

6 ADMINISTRATOR PALLAS: Yeah. To clarify a
7 little bit, I think there might be some, some
8 confusion. So there was an application before,
9 before the Village to expand everything and never
10 got completed. So whatever, whatever approvals
11 were in place prior still remain, is essentially
12 what -- where it sits right now. I haven't had the
13 opportunity to review the CO or the site plan
14 recently, but only going from memory, I wouldn't
15 want to do that right now.

16 TRUSTEE BRENNAN: And Attorney Prokop, does
17 that make sense to you?

18 ATTORNEY PROKOP: I think from what -- I
19 wasn't the attorney for either the Planning Board
20 or the ZBA, but from what I understand was the
21 status of the application, I think that that's --
22 that that procedurally is correct. I can't speak
23 as to the particular details that they've
24 mentioned, but it sounds procedurally as -- I
25 believe that there was an application that was not

1 taken to completion, and that the reason why I know
2 that is because I think there was a further
3 discussion, a discussion about a further
4 application that was required because -- because of
5 the situation with the prior approval that was not
6 finalized.

7 TRUSTEE BRENNAN: Okay. Thank you. Thank you.

8 TRUSTEE ROBINS: Did the Stenographer get
9 everybody's full names?

10 COURT REPORTER: I just need --

11 TRUSTEE ROBINS: You know, you introduced
12 yourselves quickly. So you have them?

13 COURT REPORTER: I would like them to write
14 them down, just in case, for spelling.

15 ERIC BROWN: Yeah.

16 TRUSTEE ROBINS: Oh, great, okay. Okay,
17 great.

18 MAYOR STUESSI: The only thing I would add is
19 we've had some particular challenges recently with
20 mini buses, or tour buses, event buses in the
21 Village who tend to like to stop in the middle of
22 the streets. I would encourage you to -- I have --
23 I live down at the bottom of Fourth Street. I
24 haven't seen it yet since you guys took over, but
25 as the season ramps up, please make certain you're

1 communicating with the bus companies that they
2 cannot stop on the main streets, and they need to
3 pull in your driveway to allow people to get in
4 and out.

5 I don't have anything else to add. Anybody
6 else from the Board have any questions?

7 TRUSTEE PHILLIPS: Well, I'd like to say
8 thank you, and it's wonderful to get an opportunity
9 to hear ahead of time what's going to happen. I
10 think it's important to the community. And I think
11 that Deborah ran a very wonderful site. She cared
12 about the community, and I'm hoping that that
13 continues with you. It sound like it may be, so
14 welcome to Greenport

15 MAYOR STUESSI: I will say, I know Deborah is
16 not here, but she's spoken with me on a couple of
17 occasions that she went through a rather
18 disciplined process to find somebody to take on
19 this hotel, and she mentioned that she was
20 confident you guys were going to do a good job, so
21 we'll be looking forward to that. With that,
22 you're welcome to sit down and we'll take -- ask
23 for --

24 TRUSTEE BRENNAN: Okay. I have one more
25 question. When do you anticipate opening the

1 restaurant?

2 RICKI MILLINGTON: I can answer that. So it
3 had -- well, we -- I mean, sorry. It's going to be
4 in line with the liquor license, whenever that
5 takes place. As it stands, we're working to offer
6 a light cafe, sort of bites towards guests who
7 have back in Deborah's time bought -- buy out and
8 bought breakfast, but nothing is really set up to
9 play until we know the liquor license is coming in.

10 TRUSTEE BRENNAN: You could open before the
11 liquor license, is that what you're saying?

12 CELSO MOREIRA: Possibly just as a breakfast
13 offering. You know, the guests, our guests do ask
14 often. It would be nice to have some small like
15 cafes, breakfast, yeah.

16 RICKI MILLINGTON: On the side of liquor
17 license regulations, my only hesitation in that
18 process is that they would then bring their own
19 liquor onto site and have a drink down around the
20 pool and not be able to control it, and then, of
21 course, problems appear. So, ideally, we're going
22 to wait to see how this process goes out.

23 MAYOR STUESSI: So that, BYOB is not allowed
24 in New York State --

25 CELSO MOREIRA: Yeah, exactly.

1 MAYOR STUESSI: -- without a license.

2 RICKI MILLINGTON: One hundred percent, okay.

3 CELSO MOREIRA: And right now we're very much
4 on top of that. For guests that do bring, I mean,
5 obviously, into their rooms, it's hard.

6 MAYOR STUESSI: Into their rooms is a
7 different thing.

8 CELSO MOREIRA: Right, yeah.

9 MAYOR STUESSI: Yeah.

10 CHRIS COLE: But we -- we're not -- we don't
11 allow alcohol on the property.

12 RICKI MILLINGTON: So the breakfast cafe
13 option allows us to really just keep it to pastries
14 and coffee.

15 TRUSTEE ROBINS: Mayor, just one more thing.

16 MAYOR STUESSI: Yes.

17 TRUSTEE ROBINS: Because you had mentioned
18 about the party buses stopping. I believe you
19 owned the restaurant about six weeks ago.

20 ERIC BROWN: What did I say?

21 TRUSTEE ROBINS: I mean, not the restaurant,
22 the hotel was open.

23 ERIC BROWN: Yes, yes, sounds about right.

24 TRUSTEE ROBINS: So I actually on a Sunday
25 afternoon happened to see a party bus parked out

1 there for quite a while, and I actually called the
2 hotel to report that and no -- I got --

3 CELSO MOREIRA: That was --

4 TRUSTEE ROBINS: -- disconnected.

5 CELSO MOREIRA: Yes. So we actually had
6 spoken. You had mentioned about the party bus, and
7 that was prior. I now make sure that all the
8 brides and grooms, you know, to remember that --

9 TRUSTEE ROBINS: Okay. I just want to make
10 sure that you understand that that's not good.

11 CELSO MOREIRA: We have -- as of this
12 weekend, we had a bus parked not on Main Street,
13 but on that side street, for about 20 -- 10, 15
14 minutes --

15 TRUSTEE ROBINS: On Fourth Street.

16 CELSO MOREIRA: -- for pickup, yes. Is that
17 okay?

18 TRUSTEE ROBINS: I believe so. I mean, it's
19 really Front Street --

20 CELSO MOREIRA: Correct.

21 TRUSTEE ROBINS: -- because we have two-way
22 traffic there, and when there's a bus --

23 MAYOR STUESSI: If they're in a designated
24 parking spot that it allows --

25 CELSO MOREIRA: Yeah, okay.

1 MAYOR STUESSI: -- it's not an issue. But,
2 again, I would encourage you to have it in your
3 driveway --

4 CELSO MOREIRA: Okay.

5 MAYOR STUESSI: -- so they're not taking up
6 other spots.

7 CELSO MOREIRA: No problem.

8 TRUSTEE ROBINS: Thank you.

9 MAYOR STUESSI: Thank you so much.

10 ERIC BROWN: Take care.

11 MAYOR STUESSI: Does anybody from the public
12 have any?

13 (No Response)

14 MAYOR STUESSI: Okay. Thank you, gentlemen.

15 ERIC BROWN: Okay.

16 MAYOR STUESSI: I'm sorry. Please go ahead
17 and be seated. It sounds like Randy Wade would
18 like to speak on it.

19 ERIC BROWN: Thank you.

20 MAYOR STUESSI: State your name and address
21 for the record, please.

22 RANDY WADE: Randy Wade, Sixth Street. I
23 just want to tell you I'm so looking forward to
24 this, and I hope it's just as good as Deborah's
25 was. I went to your website and the hotels you

1 have are charming, and it looks like they're very
2 well run. And we'll be walking over from two
3 blocks away. We've been dying for this restaurant
4 to open, and it's like so much better than
5 expanding hotel rooms, that does nothing for the
6 community. We will populate you with walking
7 traffic so that it won't be a parking problem.
8 Thank you. Oh, and if you could do vegan,
9 specialize in vegan, that would help.

10 CELSO MOREIRA: I'll make sure we do.

11 (Laughter)

12 MAYOR STUESSI: With that, we're going to
13 open the public hearing regarding the wetlands
14 permit application submitted by Kate Rummel, Agent
15 on behalf of 67 Sound Cheshire LP for the property
16 at 520 Madison Avenue, Greenport, New York, 11944
17 to perform the following work:

18 To renovate the existing house, add two
19 one-story additions, install an inground swimming
20 pool, outdoor shower, gravel driveway and walkway,
21 as well as an ecological restoration wetland
22 buffer. +/- 144 cubic yards of fill will be
23 excavated. Excavated material will be graded on
24 site.

25 Would the applicant please up come to the

1 podium?

2 MARC RISHE: Good evening.

3 MAYOR STUESSI: Please state your name and
4 address for the record.

5 MARC RISHE: Marc Rishe, 315 Sutton Place in
6 Greenport, and I am the owner of the property.

7 CHRIS COLE: I'm Chris Cole, Cole
8 Environmental Services, the agent for the
9 applicant.

10 MAYOR STUESSI: Paul, could you clarify the
11 results of the inspection?

12 ADMINISTRATOR PALLAS: Yeah. The
13 Conservation Advisory Council met with the
14 applicant I believe yesterday, actually, and to go
15 over the project. And our conclusion was that we
16 didn't see any, any major issue, other than we are
17 recommending a requirement that any drainage for
18 the -- any time the pool is drained, it needs to be
19 drained into a -- into a dry well, as opposed to on
20 the surface land.

21 MAYOR STUESSI: Okay. Anybody from the Board
22 have any questions?

23 TRUSTEE BRENNAN: I do.

24 MARC RISHE: I'm sorry. Just for the record,
25 and that is shown on the site plan, there is a dry

1 well for that.

2 TRUSTEE BRENNAN: All right. So it looks
3 like the site plan has three dry wells on it. And
4 can you explain what -- because it doesn't
5 designate what's going into what dry well, if it's
6 roof leaders or pool filter.

7 MARC RISHE: So there's a -- we can clarify
8 that for you. There's a proposed dry well on the
9 east side of the property, that's the pool. And
10 then the other dry wells are for the -- for the
11 stormwater runoff.

12 CHRIS COLE: And the -- and the outdoor
13 shower --

14 MARC RISHE: The shower as well.

15 CHRIS COLE: -- connected to the dry well.
16 So the dry well that's closest to the pool would be
17 the one used for the drainage.

18 MARC RISHE: And then also on the site plan,
19 I believe there is drainage calculations that are
20 shown as well by our architect to calculate how
21 the -- the size of the dry wells needed.

22 TRUSTEE BRENNAN: So will you be able to
23 clarify, then, or designate which dry wells are for
24 which?

25 CHRIS COLE: On the plans, or would you like

1 just a note clarifying that the pool dry well go to
2 this one, the outdoor shower go to that one?

3 TRUSTEE BRENNAN: Yes.

4 CHRIS COLE: Yeah, I think we can add that, too.

5 MARC RISHE: We can add that there.

6 TRUSTEE BRENNAN: And then my next question
7 is about the fill. The application states that
8 you're going to be --

9 TRUSTEE PHILLIPS: Grading on site.

10 TRUSTEE BRENNAN: Regrading plus or minus 144
11 cubic yards of fill. Or you're excavating 144
12 cubic yards of fill and you're going to be re --
13 you're grading that on site. So my question is do
14 you feel confident that you can handle that much
15 fill on the site?

16 CHRIS COLE: Yes. So the site is, you know,
17 relatively large, where we're not going like --
18 we're not adding substantially to the property, so
19 that the yard area will be kind of brought up and
20 leveled out, so it kind of matches the grade of
21 where the house is.

22 TRUSTEE BRENNAN: Do you have a sense of how
23 much you're coming up with the fill?

24 MARC RISHE: There -- it should be on the
25 plans. I don't know specifically. It's not a

1 significant amount. If you look at the contours,
2 there's a -- there's a topo of the site plan, so
3 you'll see it's probably about a foot or so that
4 flows towards the edge of the property, not towards
5 the wetlands or to the west side of the property.

6 TRUSTEE BRENNAN: So the fills going to be
7 distributed on the site, obviously not where the
8 structures are, and not within the 50-foot area of
9 the wetland setback?

10 CHRIS COLE: Right. No fill will be put on
11 the buffer area or on the side of the wetlands.

12 TRUSTEE BRENNAN: Okay.

13 CHRIS COLE: It would be more closer to the
14 street and the side of the house.

15 TRUSTEE BRENNAN: So you have about 9,000
16 square feet of which to distribute 144 cubic yards
17 of fill.

18 CHRIS COLE: Yes.

19 TRUSTEE BRENNAN: Okay.

20 MAYOR STUESSI: Questions from anybody else
21 on the Board?

22 TRUSTEE PHILLIPS: No. I think the CAC was
23 pretty explicit, unless Mr. Saladino wants to add
24 anything to it.

25 JOHN SALADINO: I will when it's my turn.

1 TRUSTEE PHILLIPS: Okay. Just -- I'm just
2 giving you the opportunity.

3 CHRIS COLE: Just to clarify, we obviously
4 have our DEC permit, and we are -- we're not doing
5 a nondisturbance buffer. We are -- I mean, the
6 ecological restoration of the area with the
7 invasive species and replanting with native species
8 that will be -- are present there.

9 MAYOR STUESSI: Is this a gunite or a
10 vinyl-lined pool? And what would be your winter
11 conditions for either removing all the water, or
12 only half the water, or none of the water?

13 MARC RISHE: The intent would be a vinyl pool.

14 MAYOR STUESSI: Uh-huh.

15 MARC RISHE: And we haven't discussed that.
16 It probably would not be draining the entire pool.
17 It would be -- it would be just drain to the
18 typical winterization, drain it down below the --

19 TRUSTEE PHILLIPS: Scuppers?

20 MARC RISHE: The scuppers and then, you
21 know --

22 TRUSTEE PHILLIPS: Yeah, that was one of my
23 questions.

24 MARC RISHE: -- and blow out the lines, yeah.

25 MAYOR STUESSI: And are you doing a

1 traditional chemical chlorine for it, or are you
2 doing a saltwater chlorinator?

3 MARC RISHE: Again, we have not discussed
4 that as of yet.

5 MAYOR STUESSI: I would encourage you to
6 consider a saltwater chlorinator, it's much better
7 for the environment. You will, frankly, enjoy
8 swimming in it better as well. And when you are
9 dumping water out into the cisterns, you wouldn't
10 be putting any chlorine into the dirt.

11 MARC RISHE: Yeah, I'm sure we'll definitely
12 take that into consideration.

13 TRUSTEE ROBINS: In terms of the winter
14 storage of the pool -- are you building this house
15 for yourself, or you're building this house to
16 sell it?

17 MARC RISHE: No, it's a -- it's an investment
18 property, per se, correct.

19 TRUSTEE ROBINS: Is it a -- so you're going
20 to sell it?

21 MARC RISHE: Yeah, correct.

22 TRUSTEE ROBINS: Okay. So we really don't
23 know what the owner of the pool would do with that,
24 you know, the storage for the pool, because that
25 would be the owner's decision, not yours, right?

1 MARC RISHE: That's true, but agreed,
2 correct, yeah.

3 TRUSTEE ROBINS: Okay.

4 MARC RISHE: Again, I think this -- I can't
5 speak to it, I don't own a pool personally, but I
6 believe the standard way is not to drain the
7 pool --

8 MAYOR STUESSI: Yeah, vinyl, it's is to bring
9 it down partially.

10 TRUSTEE PHILLIPS: Yeah, the vinyl, yeah, it
11 is, yeah.

12 TRUSTEE ROBINS: Okay.

13 MAYOR STUESSI: Any other questions?

14 TRUSTEE PHILLIPS: No. I think Mr. Saladino
15 wants to.

16 MAYOR STUESSI: You can be seated, please.

17 TRUSTEE PHILLIPS: Thank you.

18 MARC RISHE: Thank you.

19 MAYOR STUESSI: The public have any questions
20 on this?

21 CINDY ICKES: (Raised Hand).

22 MAYOR STUESSI: Please go to the podium.
23 State your name and address. Thank you.

24 CINDY ICKES: My name is Cindy Ickes. I live
25 at 531 Madison Avenue, across the street from the

1 property.

2 One question is about the car-wide or
3 truck-wide throughway that I understood belonged to
4 the Village that goes from Kaplan back along --
5 along the back of the property and then comes out
6 on Madison in the corner. Are you all aware of
7 that? I'm not sure what it's called, but it's --
8 it is Village property between the wetland and
9 Loretta McKnight's property.

10 MAYOR STUESSI: Paul, can you speak to that?

11 CINDY ICKES: Is that impacted in any way?

12 ADMINISTRATOR PALLAS: I don't -- from the
13 plans that I reviewed, there's no impact. The land
14 is -- we don't -- the Village does not own the
15 land, we have an easement for our sewer.

16 CINDY ICKES: Who owns the land?

17 ADMINISTRATOR PALLAS: They own -- each
18 parcel owns whatever that area is, it's owned by
19 individual folks. There's -- we do -- we own part
20 of it behind that, into the wetlands we own part of
21 that, going further and continuing up north.

22 CINDY ICKES: So will any changes to the
23 property go into that path, that easement?

24 ADMINISTRATOR PALLAS: Not from the plans
25 that I've reviewed, no.

1 CINDY ICKES: Okay. And these homes are
2 being bought -- being constructed for resale,
3 apparently?

4 MAYOR STUESSI: That's what the applicant is
5 saying.

6 CINDY ICKES: Okay. Now do -- I'm not
7 finding the owner. Ah. Do you own Loretta's house
8 and the empty lot?

9 MARC RISHE: Yes.

10 CINDY ICKES: You own both? Okay. You're
11 also aware that the sewer system drainage goes from
12 the transfer station, I think it's called, on Third
13 Street over to Moore's Lane, and we've had a lot of
14 -- a couple of problems with leakage there.
15 Where -- where is that conduit compared to --
16 relative to the property?

17 ADMINISTRATOR PALLAS: I mean, I don't have
18 an exact measurement, but it's at the rear of the
19 properties, close to the rear property lines.

20 CINDY ICKES: Is there any chance that any
21 excavation is going to impact that --

22 ADMINISTRATOR PALLAS: Again, not from the
23 plans --

24 CINDY ICKES: -- that drainage conduit?

25 ADMINISTRATOR PALLAS: Not from the plans

1 that I saw.

2 CINDY ICKES: That might be an issue.

3 MARC RISHE: May I speak to that?

4 MAYOR STUESSI: Please.

5 CINDY ICKES: Yes.

6 MARC RISHE: So, yes, there are two, there's
7 two main sewer, main sewer lines that run from the
8 pump station, which is on the corner of North
9 Street and Third Street, running behind all those
10 houses, correct. So you're correct, and that's the
11 intent of the easement on the back side of the
12 house. It's very tight to the wetland.

13 There actually was a leak on the property
14 recently. We informed the Village. The Sewer
15 Department came out, they dug it up and they fixed
16 it. So the location of that is under this
17 ecological restoration zone. It's about six feet
18 down, so there's no construction. All -- what
19 we're doing is essentially taking out all the
20 invasive Japanese knotweed and the like, and then
21 planting it with native grasses and whatnot. So
22 that will remain accessible to the Village at any
23 time. None of our excavation or construction will
24 come anywhere near that.

25 CINDY ICKES: And lastly, the reason we're

1 talking about this at all is because we are
2 within -- all of this is happening within 100 feet,
3 yards of the wetland. That's why we -- like they
4 have to get approval. Is there any precedent for
5 this in Greenport? Are people building close to
6 the wetlands? Has this come up in anyone's
7 recollection?

8 MAYOR STUESSI: Paul, can you speak to this?

9 CINDY ICKES: Or are we setting precedent
10 here?

11 ADMINISTRATOR PALLAS: I mean, I can't, I
12 can't speak to any specific application from
13 memory, but there are many buildings and structures
14 within 100 feet of the wetlands.

15 CINDY ICKES: That have been built since
16 those restrictions?

17 ADMINISTRATOR PALLAS: Those restrictions
18 have been around for a very long time, so yes. The
19 short answer is yes.

20 CINDY ICKES: That's all. Thank you.

21 MAYOR STUESSI: Please, come to the podium.

22 COLLETTE CLAYTON: My name is Collette
23 Clayton, I also live at 531 Madison Avenue, across.
24 There's a vacant lot also owned by this gentleman,
25 and they're also putting in a pool. Is there any

1 reason to think that would be a problem to have two
2 pools so close to wetland?

3 MAYOR STUESSI: A vacant lot with I swimming
4 pool?

5 TRUSTEE PHILLIPS: Is it in the Town of
6 Southold?

7 COLLETTE CLAYTON: The -- yes, it's -- it's
8 in the Town of the Southold, and, unfortunately, I
9 was away when that meeting happened in Southold
10 Town. But there is a --

11 MAYOR STUESSI: And this is another house?

12 COLLETTE CLAYTON: No, it's a vacant lot.
13 The McKnights sold the property and it was divided.
14 There was a house and then the vacant lot right
15 across the street from us. And this gentleman I
16 think is building two, right?

17 MARC RISHE: Yes.

18 COLLETTE CLAYTON: Building a house in
19 Southold on the vacant lot, because the Village
20 ends --

21 MAYOR STUESSI: So he's building a house and
22 a pool on the vacant lot.

23 COLLETTE CLAYTON: And a pool, so --

24 MAYOR STUESSI: Okay. I'm missing -- I
25 thought you were suggesting there was only a pool

1 being built on the vacant lot --

2 COLLETTE CLAYTON: Oh, no.

3 MAYOR STUESSI: -- which didn't make sense
4 to me.

5 COLLETTE CLAYTON: No, he's building a house
6 and a pool. My question is two pools in a kind of
7 small area so close to the wetland, is that an
8 issue of concern? And I realize it's not in your
9 jurisdiction, you may not be able to answer.

10 MAYOR STUESSI: Would you mind speaking to
11 how close that swimming is to the wetlands?

12 MARC RISHE: Sure. So just to sort of --
13 I'll answer a couple of questions. So as far as
14 the Greenport property, the house is actually not
15 within the 100 feet, only the -- only the pool and
16 the pool fence extend within that 100-foot
17 jurisdiction. So we do own two lots. The line
18 between Greenport Village and Southold Town is
19 right between the two lots. So the one house is in
20 the Village, which we're discussing tonight. The
21 neighboring lot is a vacant lot.

22 The wetlands actually wrap around, so what
23 we've done is we've created a -- sort of a uniform
24 ecological restoration zone across all -- that
25 entire property. So we're actually cleaning up all

1 of that stuff, as I said, around, you know, the
2 whole, the whole buffer zone, we'll call it, and
3 replanting it.

4 The pool on the Southold lot is a very small
5 7-by -- 7-by-13 plunge pool, and it's no closer to
6 the wetlands than the Greenport lot, so they're
7 both the same. And just to give the feedback from
8 the Trustees, what they would like us to explore,
9 moving that house a little bit closer to the
10 street, just because they think it's in keeping
11 with the neighborhood to have the house a little
12 closer to the street. So that was their feedback
13 on that, yes.

14 MAYOR STUESSI: Were there any restrictions
15 by the Southold Town Trustees on the swimming pool
16 and the distance to the wetlands?

17 MARC RISHE: No, no specific restrictions,
18 other than they wanted -- they would like us to
19 push the house and the swimming pool closer to the
20 street. We have a 35-foot setback requirement in
21 Southold Town, and they asked us to explore
22 pursuing a variance to move it closer to the
23 street.

24 MAYOR STUESSI: And how far would the
25 swimming pool edge be from the wetlands situation?

1 MARC RISHE: I don't know that off the top of
2 my head, I don't have it with me, but the swimming
3 pool in that situation would be -- I think it would
4 60-something feet as well.

5 CHRIS COLE: Yeah, if I could weigh in. The
6 current proposal is basically 65 feet from the back
7 edge of the wetlands, and the wetlands that wrap
8 around on the other side of the street is 82. As
9 Marc said, they're intending to shift the house
10 closer to the street to basically move it probably
11 75 feet. And Southold Town Code, for the Trustees,
12 is 50 feet away from the wetlands, so we exceed
13 that by a very significant amount.

14 MAYOR STUESSI: Ma'am, did you have any
15 other --

16 COLLETTE CLAYTON: No. I just want to
17 make --

18 MAYOR STUESSI: Anything else to add?

19 COLLETTE CLAYTON: -- one comment. Since
20 we've lived there, there have been one major
21 incident where they had a big -- a leak in the
22 sewage system. You could tell, because the whole
23 neighborhood smelled like sewage. And they had to
24 have a big, I don't know what you call, front-end
25 loader or something come in to dig and fix it.

1 MAYOR STUESSI: This is the recent one that
2 the gentleman just mentioned?

3 CINDY ICKES: No.

4 COLLETTE CLAYTON: No, no. Recent --

5 MAYOR STUESSI: So it's prior.

6 COLLETTE CLAYTON: I'm not sure if it was a
7 recent problem, this gentleman would probably know,
8 but I remember I saw Kip --

9 CINDY ICKES: Kip Skrezec.

10 COLLETTE CLAYTON: -- Skrezec's big equipment
11 back in there doing something. I don't know what
12 they were doing. But, so they've always been able
13 to get in there, because that lot was empty, and
14 the McKnights used it to grow food, or whatever
15 they did, have gardens back there. But, you know,
16 with two homes there, I wonder, if there's another
17 event like that, how would it be able to be
18 remedied? Will there be a way to get big equipment
19 in there to dig a hole if it's required? I don't
20 know.

21 MAYOR STUESSI: Paul, can you speak to that,
22 please?

23 ADMINISTRATOR PALLAS: Yes. There -- it is
24 my understanding, in speaking with the Wastewater
25 Treatment Plant Supervisor, there used to be access

1 from North, North Street, where Monsell Trail is,
2 right at the intersection there, there was actually
3 a cleared path. There's still remnants of the path
4 there that follow along the easement. We are --
5 just started looking into having to clear that,
6 what is required to clear that, so that we would
7 have access that way to come straight through
8 without going through the front street.

9 COLLETTE CLAYTON: That was the path that --

10 ADMINISTRATOR PALLAS: Yes.

11 COLLETTE CLAYTON: -- Cindy, I guess,
12 referred to. Okay, thank you

13 MAYOR STUESSI: Thank you.

14 MARC RISHE: And I'd also just clarify that
15 the properties are -- only the pool area is fenced
16 in on the property, so the majority of the property
17 will be left open, so there'll still be access, if
18 necessary. Hopefully, it won't be needed.

19 COLLETTE CLAYTON: Thank you. Thank you.

20 MAYOR STUESSI: Thank you. Would anybody
21 else from the public like to speak on this?
22 Mr. Saladino?

23 JOHN SALADINO: John Saladino, Sixth Street.
24 In the interest of full disclosure, I'm a member of
25 the CAC. I believe we're all of the same mind set,

1 but tonight I'm going to speak as to the things
2 that I learned yesterday with this site inspection,
3 as a member of the CAC. Is that -- am I kind of
4 making sense --

5 MAYOR STUESSI: Yes.

6 JOHN SALADINO: -- a little bit?

7 MAYOR STUESSI: Thank you.

8 JOHN SALADINO: The site that we inspected,
9 it was -- we found no issues, except for the dry
10 well. There are a couple of zoning issues that
11 they'll have to deal with, but nothing related to
12 their wetlands permit.

13 The thing I want to recommend to the Board is
14 we asked -- we asked the owner of the property
15 casually what the Trustees thought about the
16 property next door, because we saw the public
17 notice placard and stuff. And he told us exactly
18 what he said here tonight, that their
19 recommendation was that they move the house towards
20 the street 5 feet and seek a variance. I don't
21 know how easy it would be to get that variance,
22 front yard setback variance in Southold Town, I'm
23 not sure, I'm not really sure.

24 I thought, if we didn't do it, because I
25 don't feel we have the authority to get a report

1 from the Southold Town Trustees. We understand
2 what the owner said, we understand what the builder
3 said. I thought it would be a good idea for this
4 Board, since there has been some concern about that
5 property with this Board, to perhaps get the
6 Trustees' report to see exactly what they thought
7 about that adjacent piece of property.

8 As far as the piece of property in Greenport,
9 I think the owner checked all the boxes, again,
10 except for the zoning, checked all the boxes as far
11 as a wetlands permit, and we saw no problem with
12 that. But myself, as a resident, I would have done
13 it as a member of the CAC, but I didn't think we
14 had the authority to do it, was get a report -- get
15 the report from the Southold Town Trustees for you
16 to make a better informed decision.

17 You won't be holding the applicant up if he's
18 going seek a variance. You're going to go to
19 Zoning for -- if he's going to go to Zoning in the
20 Town of -- in the Village of Greenport, it will be
21 a minimum of two months. So he can't get a
22 building permit for a minimum of two months, so
23 you're really not holding the builder or the owner
24 up by getting the report from the Trustees. So it
25 would be up to you guys. The more you know, the

1 more you know. So thank you, thanks for listening.

2 MAYOR STUESSI: Thank you. Would anybody
3 else from the public like to speak?

4 CINDY ICKES: Just one more question. So I'd
5 like more information about the zoning variances
6 that you need. What is that about?

7 MARC RISHE: For the Greenport property?

8 CINDY ICKES: Yes.

9 MARC RISHE: So we have been trying to get
10 clarification. We had the discussion onsite
11 yesterday, informal discussion. We've been trying
12 to get clarification from the Building Department,
13 not so much luck.

14 The variances are that the existing house
15 is -- the porch is 15 feet from the street, that
16 wouldn't change. But the question is does that --
17 do we require an existing nonconforming variance if
18 we are doing construction on the house. So it's
19 that, and then the side yard, we're actually
20 increasing the setback on the side yard, so there's
21 a piece of the house that is about a foot from the
22 line currently. We're actually increasing that to
23 11 feet, but there's existing Bilco doors that will
24 be rebuilt. So the question is really do we
25 have -- do we require a variance for that and for

1 the Bilco doors. So we're not, we're not building
2 any closer to the street than allows us.

3 CINDY ICKES: Either the porch side or the
4 new addition?

5 MARC RISHE: Correct.

6 CINDY ICKES: Okay. Thanks.

7 MAYOR STUESSI: Thank you. Would anybody
8 else from the public like to speak? Patrick?

9 TRUSTEE BRENNAN: I have another question for
10 the applicant. Maybe he can come back up, the
11 owner. I just want to clarify, I didn't understand
12 earlier. When you were speaking about the location
13 of the sewer line, did you say it's under the
14 restoration buffer?

15 MARC RISHE: It runs across the back of the
16 property, correct.

17 TRUSTEE BRENNAN: On your property?

18 MARC RISHE: Correct, yes.

19 TRUSTEE BRENNAN: Okay. So there's an
20 easement.

21 MARC RISHE: So -- well, there's no actual --
22 there was no actual easement, easement on the title
23 when we purchased the property. My understanding
24 is that it is an implied easement, and it is --
25 that sewer pipe has been there forever, as we've

1 been informed.

2 TRUSTEE BRENNAN: Do you have a sense of what
3 the limits of that easement would be that existed?
4 Is it 10 feet in from the property, 11, 20?

5 CHRIS COLE: We have no evidence from the
6 survey or the title.

7 MARC RISHE: Yeah.

8 MAYOR STUESSI: Paul or Joe, can either of
9 you speak to this?

10 ADMINISTRATOR PALLAS: There's no -- there's
11 no documents, so there'd be no formal way to know
12 what the distances are. Typically, an easement
13 like that would be 10 feet wide, 5 feet on either
14 side of the pipe, typically.

15 TRUSTEE BRENNAN: Okay, thank you. I have a
16 question for Mr. Pallas. I see on this site plan
17 here that they're proposing, there's 8 feet of
18 space between the house and the proposed swimming
19 pool. I had an understanding that in the Village
20 of Greenport there was a minimum 10 feet required
21 in pools and dwellings; is that correct?

22 ADMINISTRATOR PALLAS: I believe that's the
23 number that would be -- that would be a variance or
24 the variance review.

25 TRUSTEE BRENNAN: Okay. So --

1 MARC RISHE: May I address that? So we
2 talked about that onsite yesterday, so, correct,
3 that would be a variance. The -- our current
4 thinking is do we either seek a variance, or we'll
5 look to shrink the pool by two feet, so we won't --
6 the intent would not be to move the pool any closer
7 than it currently is, just to get that in the
8 clearance.

9 TRUSTEE BRENNAN: Thank you. Thank you.

10 MAYOR STUESSI: Anybody else on the Board
11 have any questions or comments?

12 TRUSTEE DOUGHERTY-JOHNSON: I think getting
13 the Trustees' report is a good idea.

14 MAYOR STUESSI: I agree. I'd like to make a
15 motion to defer this to next month and not make a
16 decision until such time as we receive a copy of
17 the Trustees' report. I will reach out to the Town
18 of Southold, or ask Paul to do so, and distribute
19 it to the Board for review.

20 I would also ask the applicant to greatly
21 consider using a saltwater chlorinator, rather than
22 chemical chlorine in this.

23 Would anybody have any questions on that
24 before we have a second?

25 TRUSTEE PHILLIPS: You -- let's clarify. You

1 want to keep the public hearing open?

2 MAYOR STUESSI: Yes, I'd like to keep the
3 public -- I'd like to make a motion to keep the
4 public hearing open --

5 TRUSTEE PHILLIPS: Public hearing open, okay.

6 MAYOR STUESSI: -- until next month, while we
7 request a copy of the Southold Town Trustees'
8 report.

9 TRUSTEE ROBINS: I'll second that.

10 MAYOR STUESSI: All in favor?

11 TRUSTEE ROBINS: Aye.

12 TRUSTEE BRENNAN: Aye.

13 TRUSTEE PHILLIPS: Aye.

14 TRUSTEE DOUGHERTY-JOHNSON: Aye.

15 MAYOR STUESSI: Aye.

16 The motion carries.

17 Next up, please, I'd like to invite
18 Mr. Costello for a *public hearing regarding the*
19 *wetlands permit application submitted by Costello*
20 *Marine contracting Corp. on behalf of Research*
21 *Charters, Incorporated, c/o Walter Gezari for the*
22 *property at 204 Carpenter Street, Greenport, New*
23 *York, 11944 to perform the following work:*

24 *North Wall: Construct 246' of new bulkhead*
25 *immediately in front of existing bulkhead. Connect*

1 *new tie-rods from existing backing system.*

2 *East Wall: Construct 100' of new bulkhead*
3 *immediately in front of the existing bulkhead.*
4 *Connect new tie-rods from existing backing system.*
5 *Repair existing pier as necessary.*

6 *On the South Wall: Connect -- Construct 125'*
7 *of new bulkhead immediately in front of existing*
8 *bulkhead. Connect new tie-rods from the existing*
9 *backing system. Construct 68'4" of new bulkhead*
10 *along the face of existing building section located*
11 *over water on piling. Connect new tie-rods to face*
12 *piling of existing bulkhead located below building.*
13 *To remove existing 3'x12' fixed dock; 96' of*
14 *existing bulkhead and 135 cubic yards of fill.*
15 *Construct 85' of new bulkhead in new location, and*

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

19 *For the public this property is known as*
20 *STIDD Systems, for anybody that was wondering about*
21 *the cooperate entities.*

22 *Mr. Costello, please, state your name and*
23 *address.*

24 *JACK COSTELLO: Jack Costello, 17 Washington,*
25 *on behalf of STIDD Systems, Walter Gezari. This is*

1 a project that's already been started. We have
2 235 feet of the project done. This is a project
3 that the Board has already approved and had an
4 existing permit. This is basically an extension of
5 that permit.

6 MAYOR STUESSI: About what percentage of the
7 total project work would you say is completed to
8 date?

9 JACK COSTELLO: There's 235 done out of 610,
10 so there's 375 feet left to complete. It will take
11 about four months.

12 MAYOR STUESSI: Okay. So I know three of us
13 on the Board were not here when this was approved
14 prior. Paul, when was the last approval?

15 ADMINISTRATOR PALLAS: It's '22? '21, 2021.

16 MAYOR STUESSI: Okay.

17 ADMINISTRATOR PALLAS: The permit was June of
18 2021.

19 MAYOR STUESSI: Okay. We'll open it up to
20 questions from the Board. Does anybody have any
21 questions on this?

22 TRUSTEE PHILLIPS: Jack, nothing's changed
23 from the original.

24 JACK COSTELLO: (Shook Head No).

25 TRUSTEE PHILLIPS: The only question, I

1 believe, was with fill or something, I think,
2 wasn't it?

3 JACK COSTELLO: Bringing in clean sand,
4 certified clean sand. That was the only question
5 they asked of me and that's what we're doing.

6 TRUSTEE PHILLIPS: That's what I thought,
7 okay.

8 TRUSTEE BRENNAN: So the two loads, 36 cubic
9 yards each of clean sand, that's what you're
10 referring to?

11 JACK COSTELLO: Yeah.

12 TRUSTEE BRENNAN: Can you explain where the
13 other fill is being placed onsite? You're
14 excavating some and replacing some, correct?

15 JACK COSTELLO: Yeah. Well, the bulkhead is
16 going out in front of the other bulkhead. So
17 there's a gap between the old bulkhead and the new
18 bulkhead. We're removing the piles of the old
19 bulkhead, basically sheathing right up against it,
20 and there's a void area in there. And the bulkhead
21 on average is coming in about 12 inches, so it's
22 really not a lot of fill, it's just filling in
23 between the new and the old.

24 TRUSTEE BRENNAN: All right. And is that
25 where this new sanding is being used?

1 JACK COSTELLO: Yes.

2 TRUSTEE BRENNAN: Thank you.

3 MAYOR STUESSI: Anybody else on the Board
4 have any questions?

5 (No Response)

6 MAYOR STUESSI: I'd like to make a motion for
7 approval.

8 TRUSTEE PHILLIPS: No, no, no. You have to
9 wait. We normally close, close the public hearing
10 and then talk about it at work session or --
11 because this is really one that's in existence,
12 Joe, and this is -- I think this is the second time
13 we've done -- I call it a renewal, because we
14 require that the permit work be done within two
15 years. So can we go ahead and approve it tonight,
16 or do we need to go through the normal process?

17 ATTORNEY PROKOP: Well, the --

18 MAYOR STUESSI: I thought we had this on work
19 session last time? This was part of our file.

20 ADMINISTRATOR PALLAS: No. I think what
21 Trustee Phillips is referring to, traditionally,
22 the -- and the Village Attorney can clarify whether
23 it's a requirement or not. Traditionally, we --
24 you hold a public hearing in this month. The
25 following month's work session you discuss it, and

1 then would -- if it's following normal process, and
2 it's -- would be set for approval in that same
3 month, so the following. So this is June, it would
4 be the work session in July discussion, and then
5 approval or vote for approval in July. That's the
6 tradition, what's been done as long as I've been
7 here, and since before.

8 TRUSTEE PHILLIPS: And what I'm asking is,
9 because we've already approved this twice before,
10 before you make your motion, I just want it clear.

11 MAYOR STUESSI: No, I appreciate your asking
12 the question. I'm not understanding what more we
13 would be discussing.

14 TRUSTEE PHILLIPS: On some applications we do
15 discuss more, okay?

16 MAYOR STUESSI: Uh-huh.

17 TRUSTEE PHILLIPS: But in this case, this one
18 has been twice before us, Jack?

19 JACK COSTELLO: Yeah, because there were
20 delays in --

21 TRUSTEE PHILLIPS: There were delays.

22 JACK COSTELLO: -- the customer doing it.
23 But the reason I'm here is because this is the
24 public hearing and we're requesting like a new
25 permit. So we're not actually asking for a renewal

1 right now, we're asking for a new permit, because
2 we've already done the renewal. So I'm here for
3 the public hearing to get a new permit, and I'm
4 looking for you guys to approve it.

5 MAYOR STUESSI: But to continue the existing
6 work --

7 TRUSTEE PHILLIPS: To continue the existing
8 permit.

9 MAYOR STUESSI: -- that's been approved twice
10 before.

11 JACK COSTELLO: Yeah. So, like I said, this
12 has already been reviewed by the Board.

13 TRUSTEE PHILLIPS: Right.

14 JACK COSTELLO: There's no reason to delay
15 this at all.

16 TRUSTEE PHILLIPS: Well, that's -- I just
17 want to get it clear so that it's understood,
18 because when we instituted the two years, the
19 understanding was that you were to come back, and
20 that it would be a continuation of your permit.
21 So, I mean, you may be calling it a new permit, I'm
22 calling it a renewal of your permit, okay?

23 JACK COSTELLO: Right. I think it was a
24 technicality there, where we did the renewal, and
25 now we're doing this as a -- basically, a new

1 application, because those are the requirements of
2 the Village. So we're here --

3 TRUSTEE PHILLIPS: Did their application
4 lapse, their permit lapse?

5 ATTORNEY PROKOP: It's a -- it was about to.
6 It may have lapsed.

7 ADMINISTRATOR PALLAS: I'd have to check the
8 date. It was very close. But to clarify, the last
9 one, if I read the record properly, the original
10 application was in 2018, and then it -- you got a
11 new -- redid it, essentially. Because we don't
12 have a process for renewal. So you couldn't have
13 renewed it, because we don't have a process. So it
14 was a new -- we treated it as a new application,
15 and now you're doing basically the same thing
16 again.

17 TRUSTEE PHILLIPS: Same thing over again,
18 okay.

19 ADMINISTRATOR PALLAS: Right.

20 TRUSTEE PHILLIPS: So my question is, since
21 we've already reviewed this, it's already been
22 approved once before, can we go ahead tonight and
23 approve it, or do we have to go through the
24 process?

25 ADMINISTRATOR PALLAS: Yeah, I'd defer to the

1 Village Attorney, but the --

2 TRUSTEE PHILLIPS: That's what I'm asking.

3 ADMINISTRATOR PALLAS: I don't believe
4 there's any requirement to wait, generally.

5 ATTORNEY PROKOP: We don't have a -- we don't
6 have a code requirement that we wait. We never --
7 we've never actually adopted a formal procedure, a
8 written procedure, it's just a practice of the
9 Board.

10 If you wanted to adopt it tonight, the only
11 requirement, the only other requirement is that you
12 adopt -- my recommendation is that you adopt a
13 SEQRA resolution first. I can give you those
14 findings verbally so they go into the record. But
15 there's no -- there's nothing prohibiting you from
16 approving the renewal tonight, if that's what you
17 would like to do.

18 TRUSTEE PHILLIPS: Oh, I'm fine. I would --
19 I have no problem renewing tonight, I just want to
20 make sure the process is done correctly. That's
21 the reason why I'm asking.

22 TRUSTEE ROBINS: Yeah. If you could just
23 refresh my memory, because I remember this when we
24 had the conversations then about renewal of
25 wetlands permits. I thought we had agreed to do

1 that, but I guess we never formally adopted that
2 then.

3 TRUSTEE PHILLIPS: I'm assuming that's what
4 happened. I mean, that was part of the process.
5 It wasn't really -- it wasn't really worded in the
6 code to correct that. It wasn't worded clearly in
7 the code.

8 TRUSTEE ROBINS: Okay.

9 TRUSTEE PHILLIPS: Which maybe we can do in
10 the mean time. But, Jack, I don't have a problem
11 renewing it, I just want to make sure what process
12 is, so down the road you don't have a problem. Do
13 you understand what I'm saying?

14 JACK COSTELLO: Got you.

15 ATTORNEY PROKOP: So the reason why we
16 started doing these renewals and the renewal
17 hearing was to give the public the chance, and also
18 the Board a chance to comment. If there had been
19 any change in circumstances, if the work had not
20 been done, or if there -- or if the work had
21 started and there was any concern from the public
22 or the Board, you could -- you could voice it at
23 the application for the renewal.

24 In this case, there's no -- there hasn't been
25 any comments. There were some questions from the

1 Board. I raised a question about the application
2 about where the fill was coming from when -- that's
3 indicated in the application, and I feel that that
4 was satisfactorily responded to prior to tonight.

5 And so I think that as a renewal -- it's
6 virtually a ministerial action, which -- but we're
7 giving, as I said, the public a chance to comment.
8 So for that reason, I think that the Board could
9 approve it tonight. I just -- I just have a
10 recommendation you have that first vote regarding
11 SEQRA.

12 TRUSTEE DOUGHERTY-JOHNSON: Shouldn't we also
13 formally say that the public could comment --

14 MAYOR STUESSI: Yes.

15 TRUSTEE DOUGHERTY-JOHNSON: -- if they want to?

16 MAYOR STUESSI: Did you have any other
17 comments?

18 TRUSTEE DOUGHERTY-JOHNSON: No, no, no.

19 MAYOR STUESSI: Would anybody from the public
20 like to speak on this?

21 (No Response)

22 MAYOR STUESSI: So would you like to read the
23 SEQRA?

24 ATTORNEY PROKOP: Yes. So it's my -- thank
25 you. It's my recommendation that the Board, by

1 this resolution, the Board adopt Lead Agency status
2 for purposes of SEQRA, determine that the -- that
3 the renewal of this -- this approval for another
4 two years is an Unlisted Action, and that you
5 determine that the -- this unlist -- the approval
6 of this renewal will not have a significant
7 negative impact on one or more aspects of the
8 environment, and, therefore, you determine that a
9 Negative Declaration is adopted for purposes of
10 SEQRA.

11 MAYOR STUESSI: Would somebody like to make a
12 motion on this?

13 TRUSTEE BRENNAN: I have a question. Do we
14 need to close the public hearing first?

15 ATTORNEY PROKOP: Yes, if it wasn't closed.
16 Yeah, I thought it was closed, I'm sorry.

17 TRUSTEE PHILLIPS: It wasn't closed. No, it
18 wasn't closed.

19 ATTORNEY PROKOP: Then you need to vote on
20 the -- to close the public hearing.

21 MAYOR STUESSI: I'll make a motion to close
22 the public hearing.

23 TRUSTEE BRENNAN: Second.

24 MAYOR STUESSI: All in favor?

25 TRUSTEE ROBINS: Aye.

1 TRUSTEE BRENNAN: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE DOUGHERTY-JOHNSON: Aye.

4 MAYOR STUESSI: Aye.

5 Motion carries.

6 ATTORNEY PROKOP: So the SEQRA resolution
7 would be as read. I don't have to repeat it,
8 unless you'd like me to.

9 TRUSTEE PHILLIPS: So I'll make that motion
10 for the SEQRA, Joe.

11 TRUSTEE ROBINS: And I'll second.

12 MAYOR STUESSI: All in favor?

13 TRUSTEE ROBINS: Aye.

14 TRUSTEE BRENNAN: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE DOUGHERTY-JOHNSON: Aye.

17 MAYOR STUESSI: Aye.

18 Motion carries.

19 TRUSTEE PHILLIPS: Do you want to make the
20 motion to approve?

21 MAYOR STUESSI: Yes. Is your client prepared
22 to proceed with the work expeditiously now?

23 JACK COSTELLO: Yes.

24 MAYOR STUESSI: Okay. I very much think that
25 the work needs to get done, which is why I'm not

1 looking to drag this out anymore, I'd like to see
2 it completed. With that, I will make a motion for
3 approval. May I have a second, please?

4 TRUSTEE BRENNAN: Second.

5 TRUSTEE PHILLIPS: I'll second.

6 MAYOR STUESSI: Let the record show Mary Bess
7 called the second. All in favor?

8 TRUSTEE ROBINS: Aye.

9 TRUSTEE BRENNAN: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE DOUGHERTY-JOHNSON: Aye.

12 MAYOR STUESSI: Aye.

13 Motion carries.

14 Thank you, sir.

15 JACK COSTELLO: Thank you.

16 MAYOR STUESSI: With that, I'll open the
17 meeting to the public to address the Board on any
18 other matters. Is there anybody who would like to
19 speak? I'll get to you next, Mr. King.

20 PETER HARRIS: Peter Harris, 212 Knapp Place,
21 Greenport. I'd like to make a statement pertaining
22 to Resolution No. 25, approving public assembly
23 permit application submitted by John Kramer to
24 close vehicular traffic, and utilize Central Avenue
25 from Carpenter Street to Sterling Street for the

1 Central Avenue 2nd annual block party, from 5 p.m.
2 through 8 p.m. on July 30th, 2023.

3 On behalf of the resident of 176 Central
4 Avenue, they are opposed to closing the streets
5 that having an elderly female that has 24-hour care
6 there, and if needed, to get in and get out. So it
7 is the request of the resident owner of the home
8 that they -- she is against it. That's one of two
9 things.

10 The second thing is, and it's not anything
11 that's on the agenda, and I'd like to know if I can
12 ask a question that's not on the printed agenda.

13 MAYOR STUESSI: Yes.

14 PETER HARRIS: Okay. The property on the
15 corner of -- northeast corner of Main Street and
16 Central Avenue, we have a store lot at 17 set up.
17 There's metal fencing around the former restaurant.
18 Can you give any kind of update as to what's going
19 on there?

20 MAYOR STUESSI: My understanding is they
21 intend to file for a demolition permit. Have we
22 seen anything, Paul?

23 ADMINISTRATOR PALLAS: I -- we have not. As
24 far as I know, I have never received anything.

25 MAYOR STUESSI: Okay.

1 PETER HARRIS: Is --

2 TRUSTEE PHILLIPS: Did they get a permit to
3 put the fencing up?

4 ADMINISTRATOR PALLAS: I was not aware a
5 fence was up. I can check. I don't -- I don't
6 know if they did it. I wouldn't necessarily see --

7 PETER HARRIS: The fence is up. There was --
8 as of Thursday, there was yellow caution tape
9 around the perimeter, and then yesterday there's a
10 metal fence, just like there was -- is, the house
11 down on Third and North.

12 MAYOR STUESSI: The house on Third and North,
13 a fence was put up due to public safety issues.

14 PETER HARRIS: That I -- Mr. Mayor, I
15 understand that.

16 MAYOR STUESSI: Okay.

17 PETER HARRIS: I'm -- I just -- like out of
18 the blue, this fence showed up, it showed up on the
19 property, on that commercial piece of property.
20 And if they're planning on doing anything, is --
21 can they -- can they do a -- do a demolition during
22 the moratorium? Can they -- can they demolish that
23 building?

24 MAYOR STUESSI: There are different abilities
25 through the moratorium for relief in certain

1 instances, for property maintenance, for public
2 safety issues, etcetera. Joe, would you like to
3 speak to that?

4 ATTORNEY PROKOP: Yes, I --

5 MAYOR STUESSI: I don't know on this
6 particular property, but --

7 ATTORNEY PROKOP: Right. I've asked to visit
8 the site yesterday with the Building Inspector and
9 Code Enforcement Official, which I did. He's
10 reviewing work that's -- excuse me. He's reviewing
11 the situation at the property. He doesn't -- I
12 didn't hear back from him today, but he is
13 reviewing it.

14 And as far as the moratorium, the -- I --
15 there's certain things that are precluded. I --
16 you can make an application for an exemption.

17 The possibility of a demolition was reviewed
18 previously, and it -- I think that if the permit
19 came in, it might be allowed to go ahead, but no
20 work -- no construction or change of use would be
21 allowed to happen, because that would be subject to
22 the moratorium.

23 PETER HARRIS: Now the permit for demolition
24 would have to come before the Board, correct?

25 ADMINISTRATOR PALLAS: No.

1 PETER HARRIS: Yes, no?

2 TRUSTEE PHILLIPS: No, no.

3 MAYOR STUESSI: No.

4 ATTORNEY PROKOP: No. That's --

5 TRUSTEE PHILLIPS: Demolition, no, no.

6 PETER HARRIS: No? Okay.

7 TRUSTEE ROBINS: You're aware of a demolition
8 permit on file for that property?

9 ATTORNEY PROKOP: No.

10 MAYOR STUESSI: He said they were discussing it.

11 TRUSTEE ROBINS: Oh.

12 ATTORNEY PROKOP: No, there's no demolition
13 permit on file.

14 ADMINISTRATOR PALLAS: None that I'm aware
15 of, as far as I know.

16 ATTORNEY PROKOP: And whatever is going on
17 there is being reviewed.

18 PETER HARRIS: Do we have -- do we have any
19 idea what the owner of the property plans on doing
20 there?

21 MAYOR STUESSI: There are no plans filed with
22 the Village Board, correct?

23 ADMINISTRATOR PALLAS: No, not -- there were
24 some -- there were plans filed a few years ago that
25 never went anywhere. I haven't heard anything

1 since it was --

2 MAYOR STUESSI: So anything new, just to
3 clarify, anything new would have to go through the
4 process with the moratorium, which means they would
5 have to file for some exemption in order to do
6 anything.

7 PETER HARRIS: Well, I was just going to say,
8 you know, I don't want to be a little naive, but if
9 you're going to go and knock the structure down,
10 somebody's got an idea of what they want to put
11 back up.

12 MAYOR STUESSI: Well, they may have an idea,
13 but it doesn't mean they're going to do anything
14 until such time as they'd like, basically.

15 PETER HARRIS: Right. But they have to
16 file -- they have to file, and then -- then it has
17 to be determined whether to approve or not.

18 MAYOR STUESSI: That would be a lengthy
19 process at this time --

20 PETER HARRIS: Right.

21 MAYOR STUESSI: -- until such time as the
22 moratorium is lifted.

23 PETER HARRIS: Okay.

24 MAYOR STUESSI: And wouldn't even be
25 guaranteed, so.

1 PETER HARRIS: Thank you. Thank you so very
2 much.

3 MAYOR STUESSI: Do you have any concerns
4 about potential demolition there, or just what
5 might be built there?

6 PETER HARRIS: Well, I mean, if, unless -- my
7 opinion is if you have a definite plan to present
8 to -- you know, if you're wanting to build. But if
9 you don't have a definite plan, then you just want
10 to knock the building down, and then have a vacant
11 piece of land sitting there for however long until
12 something can be approved, I just -- I mean, like I
13 said, what's the rush? If you don't -- if you
14 don't have a plan of what you want to do there,
15 what's the rush to go knock down what's -- what's
16 sitting there? That looks -- to me, the building
17 that's there, as long as the property is kept up
18 neatly, is more appealing to look at than a vacant
19 lot on Main Street. That's my only thinking.

20 TRUSTEE ROBINS: Mayor, my recollection,
21 there was a site plan for that property about three
22 years ago, I believe. I think it was --

23 MAYOR STUESSI: That would have expired --

24 TRUSTEE ROBINS: Yeah, but that --

25 MAYOR STUESSI: -- so there's nothing new

1 that's been filed.

2 TRUSTEE DOUGHERTY-JOHNSON: Yeah, never.

3 TRUSTEE ROBINS: Nothing new.

4 MAYOR STUESSI: Yeah.

5 TRUSTEE ROBINS: But there was, there was a
6 plan in place. He never proceeded with it, but it
7 was -- I think there were some stores and a
8 restaurant. It was a multi-use kind of project, if
9 I'm not mistaken. Same owner that originally had
10 it, right?

11 TRUSTEE DOUGHERTY-JOHNSON: Yeah. It was in
12 front of the Planning Board, but it didn't get
13 approved. I mean, it didn't get denied.

14 TRUSTEE ROBINS: Right, okay.

15 TRUSTEE DOUGHERTY-JOHNSON: It -- I think it
16 was --

17 TRUSTEE PHILLIPS: I think it just died.

18 TRUSTEE DOUGHERTY-JOHNSON: It went to the
19 Zoning Board, and then I think he changed his mind.

20 TRUSTEE ROBINS: He backed out.

21 TRUSTEE DOUGHERTY-JOHNSON: Yeah.

22 TRUSTEE BRENNAN: I have a question for
23 Mr. Harris. Thanks for your concerns. But the
24 question on Resolution 25 about the block party, I
25 understand you're saying there's a life safety

1 issue. You're concerned --

2 PETER HARRIS: Uh-huh.

3 TRUSTEE BRENNAN: -- about the resident that
4 might need care? Do you have any suggestions about
5 a work-around or a compromise? Could the party be
6 organized in a such a way that there was an access,
7 if there -- if there was an emergency call?

8 PETER HARRIS: Well, there's going to have
9 to -- there's going to have to be emergency access
10 if -- in case there is an ambulatory call. Could
11 be down at the far -- you know, in the middle of
12 the -- Central Avenue. If there's a fire, they're
13 going to -- emergency vehicles are going to have to
14 get down there. This is just -- this is a -- you
15 know, my mother-in-law is just not in favor. I
16 mean, she's -- she's been there for 90 years, and
17 she's just -- she's just not in favor of it. So I
18 was asked to come and represent the family just to
19 say that they're -- she's not -- the house property
20 is not in favor of closing the road.

21 TRUSTEE BRENNAN: Yeah, I understand, and I
22 totally appreciate what you're saying. I just want
23 to make sure that we're not doing something that's
24 creating a hazard, to your --

25 PETER HARRIS: No. Having -- having talked

1 with the family, you know, and believe -- I've got
2 no grind to ax with the people that want to do
3 this. But then again, also, you might be opening a
4 can of worms, because how many other neighborhoods
5 during -- are going to say, "Hey, you know, that's
6 not a bad idea. How about we close this road off,"
7 or "How about we close that road off to have a
8 block party"? I don't know. I mean, if you get
9 enough, I mean, you have -- we have Polo Grounds,
10 we have the Fifth Street, Sixth Street park down
11 there. If a community gathering wants to get
12 together and have something, but to close -- just
13 to start a thing of it starting to close streets
14 for neighborhood block parties, I don't know.
15 Maybe I'm old-fashioned. I mean, I'm born and
16 raised here, I'm here 70 years, and maybe it's a
17 thing of the future, I don't know. But I'm just --
18 I'm just here on behalf of the family and
19 stating --

20 MAYOR STUESSI: Are you aware of any issues
21 that occurred last year that were problematic?

22 PETER HARRIS: I didn't even know there was
23 one last year.

24 MAYOR STUESSI: Okay. I just note it says
25 it's the second annual --

1 PETER HARRIS: I know, I saw second annual.
2 I mean, they didn't close it, they didn't -- they
3 didn't close the street last year, I know that for
4 a fact.

5 MAYOR STUESSI: Okay.

6 PETER HARRIS: That they very well could have
7 had a block party that they had it, a couple of the
8 different residences was the -- was the -- was the
9 key location, and the idea -- hey, you know, again,
10 I've got no ax to grind with any other resident.
11 I'm just vocalizing, you know, the displeasure of
12 residents of 176, that's it.

13 TRUSTEE BRENNAN: Okay, thank you.

14 MAYOR STUESSI: And I would only add, in
15 regards to the potential demolition, I'm a customer
16 of 1943 Restaurant, which is owned by the
17 individual who owns this property, and I've
18 discussed this with him loosely. And I'm
19 personally in favor of seeing the building come
20 down, the site graded and cleaned up until such
21 time as they might potentially do something. I
22 personally believe it's an eyesore in the Village,
23 and, you know, sadly, it's been empty for many
24 years now. That's my own personal with respect
25 to --

1 PETER HARRIS: It's been empty -- I don't
2 know. I don't think it's been empty for any -- for
3 more than five years, if I'm not mistaken, but --

4 TRUSTEE PHILLIPS: It's been two years, three
5 years now.

6 PETER HARRIS: But, you know, like I said, I
7 just -- I personally don't think for aesthetics
8 that if the building is knocked down, that for a
9 prolonged period, and I'm not -- when I'm -- when I
10 say prolonged, I don't mean months, I'm talking
11 years, that it just be a vacant lot, you know. So
12 thank you.

13 TRUSTEE PHILLIPS: Wait, Pete, I just have
14 one question, just real quick, going back to the
15 resolution. If the area was contained down further
16 at the end of Central Avenue, where the Sterling --
17 you know, where the roadway goes in front of the
18 condominiums, you know, in a smaller area where
19 there would be access up and down, would you -- you
20 know, if we shrunk the area so it was down lower
21 Central Avenue and not the whole Central Avenue.

22 PETER HARRIS: Well, again, Mary Bess, I came
23 here to voice a feeling.

24 TRUSTEE PHILLIPS: No, no, I understand.

25 PETER HARRIS: And, you know, of -- I

1 understand what you're saying. I don't know. I
2 mean, I don't know if there's -- I don't know if
3 there's any other residents out there on Central
4 Avenue that -- I don't know. I'm only speaking on
5 behalf of my -- of my mother-in-law.

6 TRUSTEE PHILLIPS: No --

7 MAYOR STUESSI: Well, I -- I'm sorry. Go
8 ahead, Mary Bess

9 TRUSTEE PHILLIPS: No. I was just trying to
10 get your perspective, since you brought up the
11 safety issues.

12 PETER HARRIS: You know --

13 MAYOR STUESSI: I'm personally concerned
14 about the potential exiting from the condominiums
15 over there, because if this is closed off, there's
16 a significant number of residences back there,
17 that, if I understand correctly, would only be
18 exiting down --

19 PETER HARRIS: Bay.

20 MAYOR STUESSI: -- Bay Avenue.

21 PETER HARRIS: Bay Avenue.

22 MAYOR STUESSI: Which if God forbid there's
23 an incidence, we're in the middle of summer on
24 July 30th. I'm guessing, and, Mary, I'd like you
25 to speak in a moment, I don't know how many condos

1 are over there, but a good number of them that are
2 likely all full in the summer.

3 TRUSTEE ROBINS: Yeah, 36, something like
4 that, is it, Mary, about 36?

5 MARY YOURCH: There's 48.

6 PETER HARRIS: So --

7 TRUSTEE ROBINS: Okay.

8 MARY YOURCH: There's 48 condos.

9 TRUSTEE ROBINS: There are 48.

10 MARY YOURCH: And mostly all of them will be
11 occupied at that time. I'm concerned about this
12 idea.

13 MAYOR STUESSI: Thank you, Mr. Harris.

14 PETER HARRIS: Thank you so very much for
15 your time.

16 MAYOR STUESSI: Mary, would you like to
17 speak, please? Come to the podium. Thank you.

18 MARY YOURCH: Sure. Mary Yourch, 15 Stirling
19 Cove. Yes, there are 48 units, and almost all of
20 them will be occupied by that time of the year. In
21 the winter, no, there's only a few, but -- and I do
22 see, as it is, coming down Bay is not the best,
23 because when there's cars parked on both sides of
24 the street, it is one car gets through at a time.
25 I'm concerned if they're thinking of closing

1 Central Avenue.

2 MAYOR STUESSI: I'm in agreement. Bay is an
3 impossible way to exit that many cars in the event
4 of an incidence --

5 MARY YOURCH: Yeah.

6 MAYOR STUESSI: -- in the middle of July, but
7 we can discuss that, yeah.

8 TRUSTEE ROBINS: And it's my belief that this
9 would be precedent-setting, Mary Bess. Do you
10 recall ever doing this before, shutting the street
11 like this?

12 TRUSTEE PHILLIPS: No. The only time that
13 things were shut down were similar for an event
14 that was only a small section, like the basketball
15 courts, or whatever.

16 TRUSTEE ROBINS: Right, right, yeah.

17 TRUSTEE PHILLIPS: But I --

18 TRUSTEE ROBINS: But something like this,
19 where the residents and neighbors come to --

20 TRUSTEE PHILLIPS: This is -- this is
21 unusual, so I think --

22 TRUSTEE ROBINS: This is precedent-setting,
23 so we can --

24 TRUSTEE PHILLIPS: So I think that -- you
25 know, that's a discussion we'll have when we get to

1 the resolution.

2 TRUSTEE ROBINS: Okay.

3 MAYOR STUESSI: Do you have anything else
4 you'd like to add?

5 MARY YOURCH: Not tonight, no.

6 MAYOR STUESSI: No? All right.

7 (Laughter)

8 MARY YOURCH: You're doing a great job.

9 MAYOR STUESSI: Mr. King. Please state your
10 name and address for the record.

11 JOE LEE KING: My name is Joe Lee King. I'm
12 part of the United States. Okay. I'm very
13 concerned about what happened to the house on 408
14 Wiggins Street, Greenport. I was at their house
15 when the house was being torn down and I filmed it.
16 And I asked the person who tore the house down, why
17 did he tear the house down, what permits did he
18 have? He said, "I had no permits." He said, "Your
19 sister Marilyn took money under the table." His
20 name was Ornette, okay? And I'm going to make
21 sure -- I'm going to Albany with this problem.

22 You're a scary group for me. Looking at you,
23 this group on this Board is very scary, okay,
24 intimidating, because when the Mayor tells me
25 something, I take that as a word of honor, okay?

1 You told me that they can't tear the house down.
2 If they do tear the house down, it has to be one,
3 one, one wall facing the road, okay? I stood
4 there, I watched the wall, first thing gone. The
5 guy covered the hole with bullets. Still a big
6 hole in the ground, okay? I took the dirt. I'm
7 going to take it to DEC and let the DEC evaluate
8 the dirt. Because when we had the house, they told
9 us all kinds of things was wrong. We fixed them,
10 okay?

11 Something happened with a personality
12 problem. We got -- the whole family got destroyed
13 over that house. My uncles, they're very sad,
14 that's their brother. He can't -- he owned the
15 home. He had the biggest house in Greenport with
16 the most land. Anybody knows 2140 is an
17 acre-and-a-half of land. Once you put it on a
18 corner, that makes it even more valuable.

19 The guy gave us \$65,000 for what he took,
20 what he took, the rock, the boulders, all the
21 bulkheads, all the copper, all the gold, all the
22 silver, okay? He thought he was going to justify
23 the thing and gave us that little bit of money, but
24 all he did was open up a lot of doors for us.

25 We have people who are qualified to evaluate --

1 to evaluate the situation. First of all, the house
2 should never have been torn down. What permits
3 were used? I asked for permits, nobody showed or
4 gave them. We're entitled to that, okay?

5 Am I on the probate? Yes, I am. There are
6 only four people left on the probate. Marilyn
7 Sierra is no longer on the probate. That means
8 that her lawyer who tore the house down had no
9 right to touch anything pertaining to that house.

10 How can you have two lawyers for two brothers
11 and sisters for the same probate? Illegal. Okay?
12 The whole process went so fast that everybody
13 wanted it -- wanted to take 20 -- take all my
14 mother's stuff and put money in their pockets, and
15 that's not right. So if you feel lining your
16 pockets up is going to make you happy, it's going
17 to make us sad, okay, very sad.

18 I graduated from Greenport High School in
19 1970. I came to you, you told me that all -- this
20 will be my 50th anniversary before the house got
21 tore down, and I asked you can I have my
22 anniversary there. So I invited people from
23 everywhere. My mother -- from Mexico to New York,
24 I got people wanting to come. I told them that I
25 can't, there's no way to come, because of the Mayor

1 told me a lie.

2 MAYOR STUESSI: Anything else?

3 JOE LEE KING: Right to your face.

4 MAYOR STUESSI: All right.

5 JOE LEE KING: Go ahead, did you not tell me
6 a lie?

7 MAYOR STUESSI: I didn't have --

8 JOE LEE KING: Did you not tell me that one
9 road (sic) had to be left up?

10 MAYOR STUESSI: I didn't have that discussion
11 with you.

12 JOE LEE KING: Yes, you did.

13 MAYOR STUESSI: No, I didn't.

14 JOE LEE KING: You told me that one, one, one
15 wall has to be facing -- has to be left up, and
16 they could tear -- they could -- they have to leave
17 one wall that faced the road, and that was
18 Greenport's Lawyer who told me.

19 MAYOR STUESSI: No.

20 JOE LEE KING: And I listened to that.

21 MAYOR STUESSI: That might have been somebody
22 else that talked with you, but --

23 JOE LEE KING: No, that was you. I looked
24 you in the face. Two times I had talked to you
25 already. We never talked to each other?

1 MAYOR STUESSI: Joe, as I understand, this
2 property was sold some time last year.

3 JOE LEE KING: For how much?

4 ATTORNEY PROKOP: The property is --

5 JOE LEE KING: Because if you -- if you
6 Google it right now, you won't see nothing sold.

7 MAYOR STUESSI: The Village of Greenport
8 doesn't deal --

9 JOE LEE KING: No, do a Google search. If
10 you Googled it right now, you take your phone and
11 Google that address, you'll see that address still
12 open. First of all, the guy gave \$60,000. How
13 could you get an acre-and-a-half of land for
14 \$60,000? What was he dealing with? Who was he
15 dealing with, who he paid the money to?

16 ATTORNEY PROKOP: The property has been owned
17 by a private owner for a long time. But
18 whatever -- whatever happened at the --

19 JOE LEE KING: Okay. So can you tell me who
20 the property owner is? But that --

21 ATTORNEY PROKOP: Whatever happened at the
22 property in the last year, so this it's upset the
23 gentleman, had nothing to do with the Village. It
24 was an action by a private individual, not the
25 Village.

1 MAYOR STUESSI: And the private individual
2 filed for a demolition permit, correct, which is --

3 ATTORNEY PROKOP: I believe that was done
4 with Alex, yes.

5 JOE LEE KING: Can we see that, sir? Can we
6 see those papers? Because we're entitled to see
7 papers. I mean, if Albany wants me to come up
8 there, they don't want me coming there with an
9 empty suitcase, okay? Because I could stay -- I
10 could stay in one of their best motels, but I can't
11 come up there with an empty bag, and you have the
12 bag, okay?

13 If you have all this stuff that's been done
14 legally, and the guy said somebody bought the
15 house, if you pull out your phone and you Google
16 that address, which we already have, the probate --
17 I went in front of the Probate Judge, she couldn't
18 even tell me. And I also went to the Clerk's
19 Office, they can't tell me. So far, there's no
20 paper trail, okay? If there was a paper trail, you
21 would be following that trail.

22 MAYOR STUESSI: Paul and Joe, correct me if
23 I'm wrong, but the Village doesn't have anything to
24 do with any sales and real estate transactions.

25 ADMINISTRATOR PALLAS: No.

1 MAYOR STUESSI: So that would be where?

2 JOE LEE KING: But they -- but at the same
3 time, sir --

4 TRUSTEE ROBINS: Could I speak to that a
5 little bit? I'm aware of this sale.

6 TRUSTEE PHILLIPS: Well, I think --

7 TRUSTEE ROBINS: It took place about a
8 year-and-a-half ago.

9 TRUSTEE PHILLIPS: Wait. I think the Village
10 Attorney should advise --

11 MAYOR STUESSI: Yeah, let's --

12 TRUSTEE PHILLIPS: -- us as to what we can
13 say and what we can't, correct?

14 ATTORNEY PROKOP: Yeah. So the -- so we
15 can --

16 JOE LEE KING: You have two family -- you
17 have two brothers and sisters who both have two
18 lawyers for the same probate, which is illegal.
19 How could a brother and sister have two lawyers if
20 they're going for the same principles? The
21 principles is to get the benefit out of the house,
22 the most you can get out of your house from your
23 parents or from whoever left you that inheritance.
24 Anybody, don't have to be a family member to be
25 part of that there probate, okay, because that has

1 a lot of little boxes there that a lot of people
2 don't read. If you read those boxes, it allows a
3 lot of people to be filling in those boxes. The
4 only people who could be counted are the people who
5 come under oath. I'm under oath. There's only
6 four out of the nine that's under oath, okay, and
7 we didn't get treated right. And who represented
8 us? If it's this Board, it's a scary Board, for
9 real. I mean, if we have to look at these people
10 as the people that's going to help us, I know --

11 MAYOR STUESSI: Sir, if you could -- if you
12 could allow the Village Attorney to speak for a
13 moment.

14 JOE LEE KING: Okay, sure.

15 ATTORNEY PROKOP: Yeah, every --

16 JOE LEE KING: Sure, no problem.

17 ATTORNEY PROKOP: Everything that's
18 taken place -- we are familiar with the situation.
19 Everything that's taken place at the property
20 was -- was transactions and involvement by private
21 individuals only. The Village has had -- not had
22 any role in anything that's happened at that
23 property, and we -- the type of complaints that you
24 have, I know that you're very upset and concerned,
25 but the types --

1 JOE LEE KING: No, I'm not upset. I'm not
2 just upset.

3 ATTORNEY PROKOP: The problem is --

4 MAYOR STUESSI: Sir, if you could let him
5 finish, please. Thank you.

6 JOE LEE KING: Well, he can't tell me what
7 I am.

8 ATTORNEY PROKOP: The type -- I'm sorry, I
9 apologize. I'm not -- I won't tell you what you
10 are. But the types of things that you're saying,
11 we're not the forum or the place to go with those
12 kinds of complaints. There's nothing that we could
13 do to help. The people that were involved with
14 this are the Probate -- the Surrogate's Court in
15 Riverhead, which it sounds like you've been to, and
16 also the Clerk's Office in Riverhead. They handle
17 the property transactions, so --

18 JOE LEE KING: And, sir, can I tell you on
19 that, they don't have any information. I went
20 to -- I went to the Clerk's Office, they don't have
21 a final sale, they don't even have the new owners,
22 okay? They told me if I come on their property,
23 I'm going to get arrested, okay? If I'm going to
24 get arrested, I guarantee you, it's going to be
25 like Wounded Knee, okay? I'll die on that

1 property, because, first of all, if you don't tell
2 me who the owner is, so I could let him know that
3 I -- August 5th, 72 years ago, 1972, I got married.
4 And I asked this man, before this house was tore
5 down, if it would be all right for me to invite
6 people to the yard and have a big festival. They
7 wanted me to take my festival down to Sixth Street
8 Beach, which I'm not sharing my public with nobody.

9 ATTORNEY PROKOP: If you go -- the same
10 building in Riverhead has the Surrogates Court on
11 one side --

12 JOE LEE KING: I've been there already, sir.
13 And the gentleman there had two --

14 ATTORNEY PROKOP: The Surrogates Court on one
15 side and then --

16 JOE LEE KING: Had two brothers and sisters
17 on this with two different lawyers, which was not
18 legal, and they finally got that straight.

19 ATTORNEY PROKOP: Yeah.

20 JOE LEE KING: Okay? Because Marilyn Sierra
21 went in with Ornette, who tore the house down, and
22 they --

23 ATTORNEY PROKOP: Sir, what I was going to
24 say is --

25 JOE LEE KING: By having a will, by having a

1 will, then that whole process was supposed to get
2 non-void. How is it that somebody has the
3 property?

4 ATTORNEY PROKOP: Well, that's really the
5 kinds of things -- the kinds of things you're
6 saying, that's really what they listen to there.
7 But the front of the building is that --

8 JOE LEE KING: That's what I'm saying, I
9 don't know any of these people.

10 ATTORNEY PROKOP: The front of the building
11 is that court. The back of the building is where
12 you go to find out who owns -- who actually owns
13 the property, and I'm sure that they --

14 JOE LEE KING: Sure, that's fine. And we got
15 other people on the internet, and my daughter
16 graduated and got her Masters out of Hofstra, so we
17 have some students at Hofstra that want to look at
18 this. But we're in a very bad position, because
19 people that are carrying all this information and
20 setting all this up is working all in one circle.
21 It's like we're going into a party where everybody
22 got the same linen on, scary. Have a nice day.
23 Peace and love to you all.

24 MAYOR STUESSI: Sorry about the situation,
25 but we --

1 JOE LEE KING: No, you can't be sorry, man,
2 but I'll be good for your arrest.

3 MAYOR STUESSI: You can go down to Riverhead.

4 JOE LEE KING: I'll be arrest -- I'll be good
5 for your arrest.

6 MAYOR STUESSI: Would anybody else from the
7 public like to speak.

8 JOE LEE KING: I'm sure you have a problem
9 against a Black man. I'm about to get my stuff,
10 I'm getting pissed off. I'll go to your jails.
11 Tell them I'm armed and dangerous.

12 TRUSTEE PHILLIPS: What did he just say?

13 MAYOR STUESSI: Is there anyone else from the
14 public that would like to speak?

15 JAMES TAYLOR: My name is James Taylor. I
16 live at 451 Sixth Street in Greenport. And I
17 wanted to speak for a minute about something
18 that I -- you know, I think very near and dear to
19 all people in Greenport and that is leaf blowers.

20 I have lived here for three years full-time,
21 and, you know, when I describe Greenport to a lot
22 of people who haven't been there, they -- the first
23 thing they say is, Oh, it sounds so peaceful." And
24 I always say, "Well, actually, it's not." And I
25 lived in Manhattan for 14 years and never

1 experienced the kind of noise pollution that I
2 experience every day living here, which came as a
3 big shock.

4 And, you know, so there's three reasons that
5 I want to talk about this, three reasons. I think
6 it would be useful for Greenport to introduce some
7 kind of legislation over the use of
8 gasoline-powered leaf blowers, which I think are
9 the most harmful in every way.

10 First of all, the noise. Greenport's a very
11 small town, it's also very compact. Most lots are
12 relatively small and very close to each other. So
13 I don't think, generally speaking, that they
14 warrant the use of industrial equipment to maintain
15 them. And in those cases, noise pollution from a
16 leaf blower affects up to 14 neighboring
17 properties, so -- and that's from a study done in
18 another town that was comparable in size to
19 Greenport.

20 People operating leaf blowers use
21 noise-canceling headphones, because the noise is up
22 to 90 decibels, which is equivalent to a diesel
23 truck or a blender. And so I think the noise is
24 something that's the most immediate impact that
25 we're all aware of, but broader concern is probably

1 its impact on the environment.

2 Gasoline-powered leaf blowers generate
3 noxious pollutants, such as carbon monoxide,
4 nitrous oxide. And the emissions from a leaf
5 blower, gas-powered leaf blower, if you use it for
6 one hour, that's the equivalent of driving a car
7 from Denver to Los Angeles, which is a 16-hour
8 drive.

9 So, you know, those are the two main
10 concerns. But one thing we don't talk about much
11 is the effect of leaf blowers on the health of
12 individuals, not just the user, but also people in
13 the surrounding area, neighbors and everyday
14 residents. I've watched people operate leaf
15 blowers, because it happens a lot near where I
16 live, and most of the time they're not blowing
17 leaves, they're just kind of going like this
18 (demonstrating) and blowing dust around. And in
19 doing so, they make airborne various harmful
20 particulates, dirt, organic matter, toxic metals
21 from the road. All of these things can trigger
22 allergies, exacerbate asthma, and in the long term
23 lead to more serious problems with lung and heart
24 issues.

25 Just as important, and harder quantify, I

1 think, is the effects that incessant noise, that
2 kind of droning, revving din that we all are
3 familiar with, the effect that has on a person's
4 mental wellbeing, which I think over time can cause
5 a lot of anxiety.

6 I work from home, I work in a small studio in
7 my backyard, so I'm always having to close windows,
8 shut doors if I'm on the phone, if I'm on a Zoom
9 call, something like that. And a lot of the time I
10 end up having to like turn music up really loud
11 just to block out the sound of the leaf blower.

12 It's -- you know, most mornings I am actually
13 woken up by the sound of the kind of revving
14 machinery that is happening either next door, or in
15 another house over there, or three blocks that way,
16 and the noise travels a lot.

17 So, you know, I always ask myself, well, why,
18 why do we think these machines are so necessary,
19 because most -- like I said, most lots in Greenport
20 don't warrant that type of machinery. And as I've
21 outlined, I think the negative effects vastly
22 outweigh any perceived benefits. From what I can
23 tell, there's nothing that a gas-powered leaf
24 blower does that a battery operated one can't do.
25 And most of the time leaf blowers are used to just

1 tidy up a few stray leaves, and in that case, you
2 know, even a good old-fashioned rake would do the
3 job.

4 And so for me it's, you know, a piece of
5 machinery that's neither -- you know, it's
6 dangerous, it's annoying, and it doesn't even do a
7 very good job. So to me it's a no-brainer, that we
8 should implement some kind of restriction, at
9 least, and there are some precedence for that.

10 In Beverly Hills, they outlawed gas-powered
11 leaf blowers way back in 1978. I know, you know,
12 we're not Beverly Hills, and nor do we want to be.
13 And in California they're going to impose a
14 statewide ban on all the sale of gas-powered leaf
15 blowers in 2024, which is next year.

16 And even more locally, in 2021, East Hampton
17 began implementing a seasonal ban on leaf blowers
18 from -- so you can't use one from May to September,
19 and with no leaf blower of any type allowed on
20 Sundays in that same period. So, you know,
21 Greenport isn't the Hamptons, it's not Beverly
22 Hills, and we don't want it to be. And I'm not,
23 you know, suggesting that people shouldn't be
24 allowed to do what they want with their properties,
25 but, you know, I think those models could be

1 something for us to look to as an example for
2 implementing something similar that would, you
3 know, benefit and improve the quality of life for,
4 you know, all of our residents.

5 So, you know, I hope this is -- I know this
6 is a tired argument that we've had before, but I
7 think it's, you know, worth pushing on it, because,
8 you know, it's something that bothers me every
9 single day. And I know I'm not alone in feeling
10 that way, so I hope this is a conversation that can
11 continue with you, too.

12 MAYOR STUESSI: It will. I was actually
13 sitting in in our Code Committee meeting yesterday.
14 We are currently looking at all of the codes within
15 the downtown Waterfront Commercial District, and it
16 was part of discussion yesterday that we would
17 begin looking at noise codes, once the team is
18 through that later on this year --

19 JAMES TAYLOR: Okay.

20 MAYOR STUESSI: -- towards the end of the
21 summer. So I would encourage you to participate in
22 the process when that's done.

23 JAMES TAYLOR: For sure.

24 MAYOR STUESSI: Mary Bess, anything to add on
25 that relative to timing? You guys have talked

1 about towards the end of summer.

2 TRUSTEE PHILLIPS: We're talking towards the
3 end of summer.

4 MAYOR STUESSI: Yeah.

5 TRUSTEE PHILLIPS: We need to finish with the
6 code sections that are dealing with the moratorium,
7 so that we can complete that, and then end the
8 moratorium. So once that's completed, then the
9 goal is to start looking at the noise ordinance,
10 which the leaf blowers would fall under.

11 JAMES TAYLOR: Right.

12 MAYOR STUESSI: So it will be a public
13 process that would deal with all issues relative to
14 noise.

15 JAMES TAYLOR: Okay, terrific. Well, thank
16 you for your time.

17 MAYOR STUESSI: Thank you.

18 JAMES TAYLOR: Thanks.

19 MAYOR STUESSI: Anybody else from the public
20 like to speak?

21 PETER HARRIS: Just me. I just have a little
22 bit of rebuttal. Peter Harris, 212 Knapp Place. I
23 understand the gentleman that was just up here
24 talking about noise, leaf blowers, weed whackers,
25 what have you. But, you know, I think, I think the

1 pandemic created this, because Greenport is not --
2 today is not the Greenport it was just three years
3 ago. The value of property, houses, 300,000,
4 \$350,000 homes being sold for over a million
5 dollars. Everybody wants their property to be on
6 the front page of Homes and Gardens.

7 When it was working -- when it was a working
8 class community, people pretty much took care of
9 their own properties, didn't have -- didn't have to
10 have the landscapers come in to do -- to do -- take
11 care of their properties for them, everybody took
12 care of their own. But you know what? For some
13 people, you got what you wanted. You came to
14 Greenport, you bought cheap, and now -- well, you
15 went and bought houses that were cheap, and what
16 I'm saying for a working class guy that could
17 afford to buy a house to live here, that you priced
18 me right out. Thank God I own my home, my own
19 home, because, like I said, you tripled, you
20 tripled the price, or you took a single-family
21 dwelling, either took the -- took the roof off and
22 went up another story, or increased the size of the
23 house twice of what it was.

24 I mean, you know, we all say we love
25 Greenport. Nobody loves Greenport more than I do,

1 but this is not the Greenport that I grew up in.
2 The Greenport I grew up in, you didn't have to
3 leave this Village to buy anything. You could buy
4 anything that you needed right in this town.
5 Today, what do we got? Restaurants, bars, trinket
6 shops, hotels. Oh, it's a wonderful place to come
7 and visit Greenport. Oh, I see them walking up and
8 down the sidewalk and we're arm in arm, and it's
9 just a lovely thing. But it ain't doing nothing
10 for me when I -- I can't -- I can't -- unless I go
11 to the lumber yard, I can't buy nails, I can't buy
12 a hammer, I can't even buy a roll of electrical
13 tape downtown, because there's nothing there.

14 I mean, we had the Arcade, we had
15 W.T. Grants, with had Jaeger's Department Store, we
16 had two -- we had two grocery, IGA and A & P. We
17 had -- at one time, we had 11 gas stations in this
18 Village, 11 gas stations, that people were able to
19 support themselves and their families, own their
20 own home, live here. Mitchell's Restaurant is
21 where Mitchell Park was. We had two different
22 automobile dealerships in Greenport.

23 I'm talking from experience, I'm not making
24 this stuff up, folks. And if you think -- if you
25 think being able to walk downtown hand in hand,

1 because it's Greenport, it's such a lovely Village,
2 it is a -- it is a lovely Village, but it certainly
3 isn't lovely for the blue collar worker that can't
4 buy anything, staples in this town.

5 So, as far as the noise of a weed whacker or
6 an air blower, we created our own destiny. Thank you.

7 RANDY WADE: Randy Wade, Sixth Street. I
8 have never had such an easy time, many years before
9 the COVID pandemic came, in getting people to sign
10 on opposed to gas-powered leaf blowers, and nothing
11 happened at that point, and so I'm very excited
12 something is going to happen now.

13 There are a lot of people angry. There was a
14 woman who spoke eloquently about having to dust her
15 front porch all the time, because, you know, the
16 lead paint in old houses, she was worried that the
17 dust was, you know, kicking up lead paint and her
18 kid would put it in his mouth.

19 One point about the Central -- you're
20 probably going to deny it, but it sounded like it
21 was for a private party on the street. And when
22 they do block parties in the city, which I love,
23 and I think getting people out on foot is a
24 wonderful thing, they're always open to everybody,
25 because it's a public street. So I'm not sure.

1 There may have been like a difference in what they
2 were looking for anyway.

3 The 40,000, it says -- I'm just curious. I'm
4 really glad you're going after the short-term
5 rentals. The Granicus, it says on the resolution
6 that you're about to vote for that you're going to
7 go in contract, and then there's 40,000 on the last
8 page, but part of it's for computer hardware,
9 software. So I felt like it used to be the
10 resolutions would say how much money each
11 resolution was actually authorizing to go towards.
12 Maybe I'm misremembering, but it would be helpful.
13 Are you allowed to talk about how much the Granicus
14 contract is for?

15 TRUSTEE PHILLIPS: I don't -- where is the
16 Village Attorney, is he outside?

17 TRUSTEE DOUGHERTY-JOHNSON: He's outside.

18 TRUSTEE PHILLIPS: My understanding is it's
19 still in the --

20 RANDY WADE: Negotiation?

21 TRUSTEE PHILLIPS: -- contract, contract
22 stage, I believe, I think.

23 RANDY WADE: Okay.

24 TRUSTEE PHILLIPS: But the Village Treasurer
25 needs this to -- it needs to have the resolution

1 continue forward, okay?

2 RANDY WADE: Just to do the negotiation, not
3 to actually --

4 TRUSTEE PHILLIPS: I believe so, yeah.

5 RANDY WADE: -- go for it? Also, could you
6 just give him the demolition permit? Does he need
7 to fill out the FOIL form? Is that why he wasn't
8 given a copy of the demolition permit?

9 MAYOR STUESSI: Randy, this gentleman's been
10 in Village Hall close to a dozen times. There have
11 been a number of incidents, the police have been
12 called a number of times.

13 RANDY WADE: But did he get the demolition
14 permit?

15 TRUSTEE PHILLIPS: Randy, I think that's
16 something at this point --

17 RANDY WADE: Okay. I just --

18 TRUSTEE PHILLIPS: I think it's something
19 that let's just let it be.

20 MAYOR STUESSI: It's a private matter
21 between --

22 RANDY WADE: Okay.

23 MAYOR STUESSI: -- him and his family.

24 RANDY WADE: Yeah.

25 MAYOR STUESSI: -- and whoever bought it,

1 which has nothing to do with the Village.

2 RANDY WADE: Right.

3 MAYOR STUESSI: The Village issued a
4 demolition permit to the legal owner of the
5 property.

6 RANDY WADE: Great. Okay, I'll drop it.

7 So I've just been hearing that Southold Town
8 Board was talking about -- they're looking to
9 purchase, also. So it was going to be as much as
10 40,000, which I doubt it is.

11 MAYOR STUESSI: It's not.

12 RANDY WADE: Yeah, yeah, yeah, okay.

13 Because -- and that they also said Suffolk County
14 is buying it. So, anyway, thank you.

15 MAYOR STUESSI: We're significantly ahead of
16 both of their research for it. And, in fact, at
17 the meeting the other night, which I think you were
18 in attendance at the Library, of the Southold Town
19 housing meeting --

20 RANDY WADE: Yeah.

21 MAYOR STUESSI: -- Jill Doherty stated at
22 that meeting, as I think she and somebody else did
23 when we had a joint meeting, that they would like
24 to speak with Stephen in regards to some of the
25 learnings in the Village in our analysis, because

1 we went through a completely different process
2 evaluating many different companies, narrowed it
3 down to three companies, and then put them up
4 against each other to weigh the pros and cons of
5 each one of them, is how we got the final
6 recommendation.

7 RANDY WADE: That's like perfect, because if
8 he did that kind of vetting process, maybe Southold
9 could use it and --

10 MAYOR STUESSI: We did, and I --

11 RANDY WADE: -- jointly buy it.

12 MAYOR STUESSI: I told Jill we were happy to
13 sit down the moment they want to sit down and
14 review all the work that went into it.

15 RANDY WADE: Yeah, and get some of that
16 money, too, because we're so little and they're
17 quite bigger.

18 MAYOR STUESSI: Well, it would -- our
19 contract would be for us, theirs would be for them.

20 RANDY WADE: Oh.

21 MAYOR STUESSI: But there would be a cost
22 savings, we've already asked about that.

23 RANDY WADE: Oh, that's good. Okay. Well,
24 thanks again, you're doing a great job.

25 ADMINISTRATOR PALLAS: Mr. Mayor, if I can

1 just clarify the question about the short-term
2 rental software.

3 MAYOR STUESSI: Please.

4 ADMINISTRATOR PALLAS: The -- it's not
5 Granicus. I think somebody said Granicus. It's
6 GovOS.

7 MAYOR STUESSI: It's not Granicus, it's
8 GovOS.

9 ADMINISTRATOR PALLAS: It's GovOS, and it's a
10 little under \$20,000, not 40.

11 MAYOR STUESSI: Randy, did you hear that?

12 RANDY WADE: Yes. Thanks very much.

13 BRIDGET ELKIN: Hi.

14 MAYOR STUESSI: Hello.

15 BRIDGET ELKIN: Bridget Elkin, 135 Bay Street.
16 I was -- I apologize, because I was watching this
17 from home, but it was my kids' bath time and it was
18 a little loud. But I just want to clarify if I
19 heard something correctly.

20 At 400 Main -- Main, the demolition, Peter
21 Harris had gotten up and asked what you guys know
22 about it. And I think I heard that there might be
23 a fence permit, there might not be. And he had
24 asked why the demo was happening. Is that -- do I
25 have that right so far? Yeah? Okay. My

1 understanding is that some people on the Board have
2 been very involved in the conversation around the
3 demo; is that correct?

4 MAYOR STUESSI: I stated that I had a
5 conversation with the owner --

6 BRIDGET ELKIN: Uh-huh.

7 MAYOR STUESSI: -- and, you know, encouraged
8 them to proceed with, you know, potentially filing
9 a permit that would go in front of the Village for
10 cleaning up the property.

11 BRIDGET ELKIN: All right. And that was the
12 only motivation, just to clean up the property, or
13 was there another idea behind the demolition?

14 MAYOR STUESSI: To get the property cleaned up.

15 BRIDGET ELKIN: All right. Not to use it for
16 Village parking?

17 MAYOR STUESSI: Potentially at some point,
18 yes, that might be a wonderful idea, but we haven't
19 had a Board discussion with regards to that.

20 BRIDGET ELKIN: Okay. But you did talk to
21 the owner? You were encouraging the owner to demo
22 the building for Village parking?

23 MAYOR STUESSI: To go through the process to
24 do it, yes.

25 BRIDGET ELKIN: Okay. I feel like that's

1 something that might have warranted comment when
2 Peter asked. You know, he's already concerned
3 about the fence, and he's concerned about the demo.
4 And if there's going to be discussion about
5 possibly putting parking there, I thought when a
6 resident is getting up and asking what's behind
7 this demo, are they putting a building up, are they
8 not, that's an appropriate moment to -- to mention
9 the parking piece.

10 MAYOR STUESSI: Sure.

11 BRIDGET ELKIN: Okay, thanks.

12 MAYOR STUESSI: Anybody else have any
13 questions?

14 JOHN SALADINO: Yeah.

15 MAYOR STUESSI: Comments?

16 JOHN SALADINO: I'm belabor -- I'm prolonging
17 this meeting, I apologize. I have a question about
18 that, too. I wasn't going to say anything, but I
19 heard -- I heard the -- I saw the fence, and I
20 heard that there may or may not be a demolition
21 permit.

22 MAYOR STUESSI: He said he didn't -- no,
23 there was no permit that's going --

24 ADMINISTRATOR PALLAS: As far as I'm
25 aware of.

1 MAYOR STUESSI: Okay.

2 ADMINISTRATOR PALLAS: I mean, it's possible,
3 but I'm not -- I'm certainly --

4 JOHN SALADINO: Is there a fence permit?

5 ADMINISTRATOR PALLAS: Same --

6 TRUSTEE PHILLIPS: Well, that was my
7 question.

8 ADMINISTRATOR PALLAS: Same answer.

9 JOHN SALADINO: It's in the Historic
10 District, isn't it?

11 TRUSTEE PHILLIPS: Yes.

12 JOHN SALADINO: So before it even gets --
13 doesn't it have to go to --

14 MAYOR STUESSI: Yes.

15 JOHN SALADINO: For the fence --

16 ADMINISTRATOR PALLAS: Yes.

17 MAYOR STUESSI: Yes.

18 JOHN SALADINO: -- also?

19 ADMINISTRATOR PALLAS: Yeah.

20 JOHN SALADINO: So is the fence illegal?

21 ADMINISTRATOR PALLAS: Again, I would have
22 to --

23 MAYOR STUESSI: So he doesn't know if there's
24 a permit or not. We'll get --

25 ADMINISTRATOR PALLAS: I don't even know if a

1 permit's been filed for. I will re -- it's in my
2 notes, I will review it first thing in the morning.

3 JOHN SALADINO: If it turns out that there is
4 a permit for -- I personally, I don't know if you
5 need a permit for a temporary fence, I'm not sure.
6 Obviously, we know that you need a permit for --

7 MAYOR STUESSI: Do you need a permit for a
8 temporary fence?

9 ADMINISTRATOR PALLAS: You would need a -- I
10 believe you would need a permit, but if it's
11 temporary, and I'd have to review the Historic Code
12 to confirm whether or not that rises to the level
13 of an HPC application, if it's not a permitted
14 structure.

15 JOHN SALADINO: With the Zoning Code, it
16 makes no mention of a temporary fence, you know, it
17 just says "fence". I guess it's, well, for a
18 person to decide if it's temporary or if it's
19 permanent. But we've had experience with a
20 fenced-in property, a demolition, a fenced-in
21 property, a metal building, a Morton building, and
22 then fallow land on a prominent corner, which this
23 is a prominent corner also for -- and it turned out
24 to be that way for years.

25 And as a resident, I'm not -- I'm not

1 interested in Pete's concern. I'm not sure I care
2 what winds up there. You know, I'm sure it will be
3 nice. But I just don't want to see a piece of
4 fallow property lay there until the HPC decides if
5 the fence is appropriate, if the HP decides -- HPC
6 decides that the building can, in fact, be
7 demolished. If it is demolished, and then it
8 becomes a vacant lot, how long is this going to be
9 a vacant lot? Can the person direct -- get the
10 financing to build what he had planned to build
11 there? How long is that going to take? I just
12 don't want to see this property turned into a
13 vacant lot for the next five years, which --

14 MAYOR STUESSI: Would your preference be to
15 see the building continue to deteriorate in its
16 current condition?

17 JOHN SALADINO: Well, doesn't the owner have
18 an obligation to keep the building in good repair?

19 MAYOR STUESSI: Yes, which we're facing in a
20 number of other areas of the Village, too.

21 JOHN SALADINO: Well, to -- well, you're
22 asking me, you're asking me like a what-if
23 question, and the other side of that coin is, well,
24 let's talk to the owner, you know, maybe he'll keep
25 it in better repair.

1 *June, 2023 agenda as printed.*

2 TRUSTEE PHILLIPS: Second.

3 MAYOR STUESSI: All in favor?

4 TRUSTEE ROBINS: Aye.

5 TRUSTEE BRENNAN: Aye.

6 TRUSTEE PHILLIPS: Aye.

7 TRUSTEE DOUGHERTY-JOHNSON: Aye.

8 MAYOR STUESSI: Aye.

9 The motion passes.

10 TRUSTEE PHILLIPS: Julia.

11 TRUSTEE ROBINS: *RESOLUTION #06-2023-2,*

12 *RESOLUTION accepting the monthly reports of the*

13 *Greenport Fire Department, Village Administrator,*

14 *Village Treasurer, Village Clerk, Village Attorney,*

15 *Mayor and Board of Trustees. So moved.*

16 TRUSTEE BRENNAN: Second.

17 MAYOR STUESSI: All in favor?

18 TRUSTEE ROBINS: Aye.

19 TRUSTEE BRENNAN: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE DOUGHERTY-JOHNSON: Aye.

22 MAYOR STUESSI: Aye.

23 Motion passes.

24 TRUSTEE BRENNAN: *RESOLUTION #06-2023-3,*

25 *RESOLUTION ratifying the following, as approved at*

1 *the work session meeting of the Village of*
2 *Greenport Board of Trustees held on June 15th, 2023:*

3 *RESOLUTION approving the contract between*
4 *the Tall Ship Nao Trinidad for the provision for a*
5 *berth at the Village of Greenport's Mitchell Park*
6 *Marina from June 15th, 2023 through June 26th, 2023*
7 *to include the provision of public visitation and*
8 *other details in the contract.*

9 *RESOLUTION approving the Public Assembly*
10 *Permit Application submitted by Brandi Hopkins on*
11 *behalf of Greenport High School Class of 2023 for*
12 *the use of specified Village streets from 8:30 a.m.*
13 *through 11:30 a.m. on June 25th, 2023, for the High*
14 *School graduation parade, and further waiving the*
15 *requisite \$50.00 Public Assembly Permit Application*
16 *fee.*

17 *RESOLUTION approving the Public Assembly*
18 *Permit Application submitted by Clinton Memorial*
19 *A.M.E Zion Church & The Come to the Table Committee*
20 *for the use of specified Village Streets from*
21 *10 a.m. to 2 p.m. on June 17th, 2023 for the*
22 *Juneteenth Celebration and Community Picnic, and*
23 *further waiving the requisite \$50.00 Public*
24 *Assembly Permit Application fee.*

25 *RESOLUTION accepting the bid of Ratsey*

1 *Construction, the lowest bidder, in the amount of*
2 *\$16,310.00 for the demolition of the structure*
3 *located at 224 North St., and the amount of \$10,555*
4 *for the exterior cleanup of the property located at*
5 *229 Third St., in accordance with the proposals*
6 *dated April 25th, 2023 and as per the bid opening*
7 *on May 11th, 2023. So moved.*

8 TRUSTEE PHILLIPS: Second.

9 MAYOR STUESSI: All in favor?

10 TRUSTEE ROBINS: Aye.

11 TRUSTEE BRENNAN: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 TRUSTEE DOUGHERTY-JOHNSON: Aye.

14 MAYOR STUESSI: Aye.

15 The motions pass -- the motion passes.

16 TRUSTEE PHILLIPS: (*RESOLUTION #06-2023-4*),
17 *Resolution ratifying the hiring of Helen Reiss as a*
18 *part time Administrative Assistant employee for the*
19 *Greenport Fire Department, at an hourly pay rate of*
20 *\$18.00 per hour, effective June 16th, 2023. So moved.*

21 TRUSTEE DOUGHERTY-JOHNSON: Second.

22 MAYOR STUESSI: All in favor?

23 TRUSTEE ROBINS: Aye.

24 TRUSTEE BRENNAN: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 TRUSTEE DOUGHERTY-JOHNSON: Aye.

2 MAYOR STUESSI: Aye.

3 The motion passes.

4 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION #6-2023-5,*
5 *RESOLUTION accepting the bid of Ratsey Construction,*
6 *the lowest bidder, in the amount of \$16,806.00 for*
7 *the demolition of the structure located at 320*
8 *Johnson Ct., in accordance with the proposals dated*
9 *April 25th, 2023, and as per the bid opening on*
10 *May 11, 2023. So moved.*

11 TRUSTEE ROBINS: Second.

12 MAYOR STUESSI: All in favor?

13 TRUSTEE ROBINS: Aye.

14 TRUSTEE BRENNAN: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE DOUGHERTY-JOHNSON: Aye.

17 MAYOR STUESSI: Aye.

18 Motion carries.

19 TRUSTEE ROBINS: *RESOLUTION #06-2023-6,*
20 *RESOLUTION approving an increase in the hourly wage*
21 *rate for Richard Albanese, from \$33.89 per hour to*
22 *\$38.00 per hour, effective June 28th, 2023, owing*
23 *to the acquisition of substantial expertise in his*
24 *area of work experience, per Article VII (Salaries*
25 *and Compensation), Section 9 (b) - Merit Clause -*

1 *of the collective bargaining agreement currently in*
2 *force between the Village of Greenport and CSEA*
3 *Local 1000. So moved.*

4 TRUSTEE BRENNAN: Second.

5 MAYOR STUESSI: All in favor?

6 TRUSTEE ROBINS: Aye.

7 TRUSTEE BRENNAN: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE DOUGHERTY-JOHNSON: Aye.

10 MAYOR STUESSI: Aye.

11 The motion carries.

12 TRUSTEE BRENNAN: *RESOLUTION #06-2023-7,*
13 *RESOLUTION approving the increase in the hourly*
14 *wage rate for Ethan Holland, from \$32.96 per hour*
15 *to \$37.00 per hour, effective June 28th, 2023 owing*
16 *to the acquisition of substantial expertise in his*
17 *area of work experience, per Article VII (Salaries*
18 *and Compensation), Section 9 (b) - Merit Clause -*
19 *of the collective bargaining agreement currently in*
20 *force between the Village of Greenport and CSEA*
21 *Local 1000. So moved.*

22 TRUSTEE PHILLIPS: Second.

23 MAYOR STUESSI: All in favor?

24 TRUSTEE ROBINS: Aye.

25 TRUSTEE BRENNAN: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 TRUSTEE DOUGHERTY-JOHNSON: Aye.

3 MAYOR STUESSI: Aye.

4 Motion carries.

5 TRUSTEE PHILLIPS: *RESOLUTION #06-2023-8,*
6 *RESOLUTION extending Section 4(iii) of the Sewer*
7 *Connection and Easement Access Agreement between*
8 *the Village of Greenport and individual property*
9 *owners in the Sandy Beach area to amend the return*
10 *of the First Payment deadline date from*
11 *December 31st, 2023 to December 31st, 2024 and to*
12 *amend the return of the Second Payment (deadline)*
13 *date from March 31st, 2024 to March 31st, 2025; and*
14 *authorizing Attorney Prokop to draft and provide*
15 *any documentation necessary for the amendments, and*
16 *authorizing Mayor Stuessi to sign the documents*
17 *amending the easement access agreements as to the*
18 *amended first and second payment deadline dates.*
19 So moved.

20 TRUSTEE DOUGHERTY-JOHNSON: Second.

21 MAYOR STUESSI: All in favor?

22 TRUSTEE ROBINS: Aye.

23 TRUSTEE BRENNAN: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 TRUSTEE DOUGHERTY-JOHNSON: Aye.

1 MAYOR STUESSI: Aye.

2 The motion carries.

3 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION #6-2023-9,*
4 *RESOLUTION amending RESOLUTION 4-2023-24 to include*
5 *the closure of Main St. from Front St. to the South*
6 *end of Main St. and Front St. from Main St. to*
7 *Third St. to begin at the end of the LGBT Network*
8 *scheduled parade and end at 5 p.m. So moved*

9 TRUSTEE ROBINS: Second.

10 MAYOR STUESSI: All in favor?

11 TRUSTEE ROBINS: Aye.

12 TRUSTEE BRENNAN: Aye.

13 TRUSTEE PHILLIPS: Aye.

14 TRUSTEE DOUGHERTY-JOHNSON: Aye.

15 MAYOR STUESSI: Aye.

16 Motion carries.

17 TRUSTEE ROBINS: *RESOLUTION #06-2023-10,*
18 *RESOLUTION ratifying the attached Memorandum of*
19 *Understanding dated June 7th, 2023, between the*
20 *Village of Greenport and CSEA, Local 1000,*
21 *regarding the addition of Juneteenth to the list of*
22 *paid holidays provided pursuant to the Collective*
23 *Bargaining agreement between the Village of*
24 *Greenport and CSEA, Local 1000, Article III*
25 *(Section 6) ("Holidays"). So moved.*

1 TRUSTEE BRENNAN: Second.

2 MAYOR STUESSI: All in favor?

3 TRUSTEE ROBINS: Aye.

4 TRUSTEE BRENNAN: Aye.

5 TRUSTEE PHILLIPS: Aye.

6 TRUSTEE DOUGHERTY-JOHNSON: Aye.

7 MAYOR STUESSI: Aye.

8 The motion carries.

9 TRUSTEE BRENNAN: *RESOLUTION #06-2023-11,*
10 *RESOLUTION authorizing Mayor Stuessi to sign the*
11 *attached Engagement Letter between the Village of*
12 *Greenport and the Village of Greenport audit firm*
13 *of Cullen & Danowski, per Resolution #12-2020-8.*
14 So moved.

15 TRUSTEE PHILLIPS: Second.

16 MAYOR STUESSI: All in favor?

17 TRUSTEE ROBINS: Aye.

18 TRUSTEE BRENNAN: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE DOUGHERTY-JOHNSON: Aye.

21 MAYOR STUESSI: Aye.

22 Motion carries.

23 TRUSTEE PHILLIPS: *RESOLUTION #06-2023-12,*
24 *RESOLUTION authorizing the continued participation*
25 *by the Village of Greenport with the Suffolk County*

1 *Consortium and approving the Second Amendment of*
2 *Agreement for another three-year term and*
3 *authorizing Mayor Stuessi to sign the attached*
4 *agreement and all related paperwork for the*
5 *three-year period relating to the HUD CDBG*
6 *projects. So moved.*

7 TRUSTEE DOUGHERTY-JOHNSON: Second.

8 MAYOR STUESSI: All in favor?

9 TRUSTEE ROBINS: Aye.

10 TRUSTEE BRENNAN: Aye.

11 TRUSTEE PHILLIPS: Aye.

12 TRUSTEE DOUGHERTY-JOHNSON: Aye.

13 MAYOR STUESSI: Aye.

14 Motion carries.

15 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION #6-2023-13,*
16 *RESOLUTION authorizing Treasurer Gaffga to perform*
17 *attached Budget Amendment #5200 appropriating*
18 *General Fund Reserves for the purchase of a new*
19 *Walker ride-on lawnmower for the Road Department,*
20 *and requesting that Budget Amendment #5200 be*
21 *included as part of the formal meeting minutes of*
22 *the June 22nd, 2023 Regular Meeting of the Board of*
23 *Trustees. So moved.*

24 TRUSTEE ROBINS: Second.

25 MAYOR STUESSI: All in favor?

1 TRUSTEE ROBINS: Aye.

2 TRUSTEE BRENNAN: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE DOUGHERTY-JOHNSON: Aye.

5 MAYOR STUESSI: Aye.

6 Motion carries.

7 TRUSTEE ROBINS: *RESOLUTION #06-2023-14,*
8 *RESOLUTION authorizing Treasurer Gaffga to perform*
9 *attached Budget Amendment #5205 recording the*
10 *budget for the purchase of the new Fire Department*
11 *Ladder truck by recording Bond Proceeds and*
12 *appropriating Fire Apparatus Reserves, and*
13 *requesting that Budget Amendment #5205 be included*
14 *as part of the formal meeting minutes of the*
15 *June 22nd, 2023 Regular Meeting of the Board of*
16 *Trustees. So moved.*

17 TRUSTEE BRENNAN: Second.

18 MAYOR STUESSI: All in favor?

19 TRUSTEE ROBINS: Aye.

20 TRUSTEE BRENNAN: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 TRUSTEE DOUGHERTY-JOHNSON: Aye.

23 MAYOR STUESSI: Aye.

24 TRUSTEE BRENNAN: *RESOLUTION #06-2023-15,*
25 *RESOLUTION authorizing Treasurer Gaffga to perform*

1 *attached Budget Amendment #5243 to appropriate*
2 *Electric Fund Reserves to fund 4 replacement*
3 *cylinder heads for Engines 4 and 5 per VBR*
4 *11-2022-11, and requesting that Budget Amendment*
5 *#5243 be included as part of the formal meeting*
6 *minutes of the June 22nd, 2023 Regular Meeting of*
7 *the Board of Trustees. So moved.*

8 TRUSTEE PHILLIPS: Second.

9 MAYOR STUESSI: All in favor?

10 TRUSTEE ROBINS: Aye.

11 TRUSTEE BRENNAN: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 TRUSTEE DOUGHERTY-JOHNSON: Aye.

14 MAYOR STUESSI: Aye.

15 The motion carries.

16 TRUSTEE PHILLIPS: *Motion #06-2023-16,*
17 *RESOLUTION authorizing Treasurer Gaffga to perform*
18 *attached Budget Amendment #5244 to appropriate*
19 *General Fund Reserves to fund the demolition of*
20 *224 North Street and the exterior cleanup of*
21 *229 Third St, and requesting that Budget Amendment*
22 *#5244 be included as part of the formal meeting*
23 *minutes of the June 22nd, 2023 Regular Meeting of*
24 *the Board of Trustees. So moved.*

25 TRUSTEE DOUGHERTY-JOHNSON: Second.

1 MAYOR STUESSI: All in favor?

2 TRUSTEE ROBINS: Aye.

3 TRUSTEE BRENNAN: Aye.

4 TRUSTEE PHILLIPS: Aye.

5 TRUSTEE DOUGHERTY-JOHNSON: Aye.

6 MAYOR STUESSI: Aye.

7 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION #6-2023-17,*
8 *RESOLUTION authorizing Treasurer Gaffga to perform*
9 *attached Budget Amendment #5249 to appropriate*
10 *General Fund Reserves to fund software to manage*
11 *short-term rentals within the Village of Greenport,*
12 *and requesting that Budget Amendment #5249 be*
13 *included as part of the formal meeting minutes of*
14 *the June 22nd, 2023 Regular Meeting of the Board of*
15 *Trustees. So moved.*

16 TRUSTEE ROBINS: Second.

17 MAYOR STUESSI: All in favor?

18 TRUSTEE ROBINS: Aye.

19 TRUSTEE BRENNAN: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE DOUGHERTY-JOHNSON: Aye.

22 MAYOR STUESSI: Aye.

23 The motion carries.

24 TRUSTEE ROBINS: *RESOLUTION #06-2023-18,*

25 *RESOLUTION authorizing the Village of Greenport to*

1 *utilize software to manage and monitor short-term*
2 *rentals within the Village of Greenport and*
3 *accepting the proposal of GovOS software to manage*
4 *and monitor short-term rentals within the Village*
5 *of Greenport, pursuant to a more formal agreement,*
6 *and authorizing Mayor Stuessi to sign the more*
7 *formal agreement. So moved.*

8 TRUSTEE BRENNAN: Second.

9 MAYOR STUESSI: All in favor?

10 TRUSTEE ROBINS: Aye.

11 TRUSTEE BRENNAN: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 TRUSTEE DOUGHERTY-JOHNSON: Aye.

14 MAYOR STUESSI: Aye.

15 The motion carries.

16 TRUSTEE BRENNAN: *RESOLUTION #06-2023-19,*
17 *RESOLUTION hiring Ainsley Williams as a part-time*
18 *seasonal Summer Camp Counselor at an hourly wage of*
19 *\$15.00 per hour, effective June 26th, 2023.*

20 So moved.

21 TRUSTEE PHILLIPS: Second.

22 MAYOR STUESSI: All in favor?

23 TRUSTEE ROBINS: Aye.

24 TRUSTEE BRENNAN: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 TRUSTEE DOUGHERTY-JOHNSON: Aye.

2 MAYOR STUESSI: Aye.

3 The motion carries.

4 TRUSTEE PHILLIPS: *RESOLUTION #06-2023-20,*
5 *RESOLUTION ratifying the hiring of Annie Antonucci*
6 *as a part-time seasonal Summer Camp Counselor at an*
7 *hourly wage of \$15.00 per hour, effective,*
8 *June 1st, 2023. So moved.*

9 TRUSTEE DOUGHERTY-JOHNSON: Second.

10 MAYOR STUESSI: All in favor?

11 TRUSTEE ROBINS: Aye.

12 TRUSTEE BRENNAN: Aye.

13 TRUSTEE PHILLIPS: Aye.

14 TRUSTEE DOUGHERTY-JOHNSON: Aye.

15 MAYOR STUESSI: Aye.

16 The motion carries.

17 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION #06-2023-21,*
18 *RESOLUTION hiring Brianna McElroy as a part-time*
19 *seasonal Summer Camp Counselor at an hourly rate of*
20 *\$15.00 per hour, effective June 26, 2023. So moved.*

21 TRUSTEE ROBINS: Second.

22 MAYOR STUESSI: All in favor?

23 TRUSTEE ROBINS: Aye.

24 TRUSTEE BRENNAN: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 TRUSTEE DOUGHERTY-JOHNSON: Aye.

2 MAYOR STUESSI: Aye.

3 The motion carries.

4 TRUSTEE ROBINS: *RESOLUTION #06-2023-22,*
5 *RESOLUTION hiring Amelia E. Woods, as a part-time*
6 *seasonal Summer Camp Counselor at an hourly rate of*
7 *\$15.00 per hour, effective June 26th, 2023. So moved.*

8 TRUSTEE BRENNAN: Second.

9 MAYOR STUESSI: All in favor?

10 TRUSTEE ROBINS: Aye.

11 TRUSTEE BRENNAN: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 TRUSTEE DOUGHERTY-JOHNSON: Aye.

14 MAYOR STUESSI: Aye.

15 The motion carries.

16 TRUSTEE BRENNAN: *RESOLUTION #06-2023-23,*
17 *RESOLUTION ratifying Luis Ivan Carcamo as a*
18 *part-time Carousel employee at a pay wage of \$15.00*
19 *per hour, effective June 16th, 2023. So moved.*

20 TRUSTEE PHILLIPS: Second.

21 MAYOR STUESSI: All in favor?

22 TRUSTEE ROBINS: Aye.

23 TRUSTEE BRENNAN: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 TRUSTEE DOUGHERTY-JOHNSON: Aye.

1 MAYOR STUESSI: Aye.

2 Motion carries.

3 TRUSTEE PHILLIPS: *RESOLUTION #06-2023-24,*
4 *RESOLUTION hiring Jordan Hubbard as part-time*
5 *seasonal Summer Camp Counselor at a pay wage of*
6 *\$15.00 per hour, effective June 26, 2023.*

7 So moved.

8 TRUSTEE DOUGHERTY-JOHNSON: Second.

9 MAYOR STUESSI: All in favor?

10 TRUSTEE ROBINS: Aye.

11 TRUSTEE BRENNAN: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 TRUSTEE DOUGHERTY-JOHNSON: Aye.

14 MAYOR STUESSI: Aye.

15 Motion carries.

16 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION #6-2023-25,*
17 *RESOLUTION approving the Public Assembly Permit*
18 *Application submitted by John Kramer to close to*
19 *vehicular traffic, and utilize Central Avenue from*
20 *Carpenter Street to Stirling Cove Street, for the*
21 *Central Avenue 2nd annual block party, from 5 p.m.*
22 *through 8 p.m. on July 30th, 2023. Are we*
23 *discussing this or --*

24 TRUSTEE PHILLIPS: We have to get a -- we
25 have to get a second first.

1 TRUSTEE DOUGHERTY-JOHNSON: Oh, sorry. So moved.

2 TRUSTEE ROBINS: Second.

3 MAYOR STUESSI: I have public safety
4 concerns, as --

5 TRUSTEE BRENNAN: We have to second the
6 motion before we go into --

7 TRUSTEE ROBINS: Second, I'm seconding.

8 TRUSTEE BRENNAN: Sorry.

9 MAYOR STUESSI: I have public safety
10 concerns, as I expressed earlier, that the Stirling
11 Condos would not be able to exit safely if the
12 street is closed off, and if you get summer traffic
13 and visitation.

14 TRUSTEE BRENNAN: I agree. I don't think
15 it's limited to just the condos. I mean, anyone
16 who lives on the outside, on the outside of the
17 party could be impacted. Do we have a process by
18 which we look -- when we issue a permit like this,
19 that we look at life safety or property safety
20 issues?

21 TRUSTEE PHILLIPS: Well, the only time that
22 we've ever really done the road closures have
23 either been for Front and Main, where the Police
24 Chief and the Fire Department have given comments,
25 or there is periodically, over where Greenport

1 Brewery is, we've closed a certain section of
2 Carpenter Street, but it's not the whole street,
3 it's -- you know, there's other ways of getting
4 around.

5 This is the first time that I've ever really
6 seen a resident requesting a road closure, and I'll
7 be honest with you, I'm a little concerned with
8 that, because they do have backyards and they do --
9 could have block parties in their backyards.

10 MAYOR STUESSI: Well, we do large events in
11 the parks all the time during the summer.

12 TRUSTEE PHILLIPS: Right. I mean, they
13 have -- there's Sixth -- you know, there are other
14 places to have a block party, but my concern is
15 it's a resident asking for it and it's in a
16 residential area. And I think you're right, Julia,
17 that could be setting a precedence that I don't
18 think we've ever done before in the Village, to be
19 honest with you.

20 TRUSTEE ROBINS: Yeah, I agree. And I as
21 well have public safety concerns about it and I'm
22 not in support of this.

23 MAYOR STUESSI: Lily, any comments?

24 TRUSTEE DOUGHERTY-JOHNSON: I like the idea
25 of block parties. I mean, I understand what

1 everyone's saying, and then maybe there's a way to
2 make it smaller, or make it part of the street, but
3 maybe it's a discussion to have with the applicant.

4 MAYOR STUESSI: Yeah. I mean, I'm in favor
5 of block parties as well. I just don't see any way
6 that this particular cutoff could be done and still
7 deal with the potential lifesaving issues of
8 exiting out of a large community in particular,
9 because Bay Street is already so crowded during the
10 summertime.

11 TRUSTEE DOUGHERTY-JOHNSON: Yeah. I mean,
12 wonder what -- how the first annual one went. By
13 itself --

14 TRUSTEE BRENNAN: Maybe we could suggest that
15 the applicant consider our concerns and make their
16 own suggestions about how they may alleviate these
17 lifesaving concerns. Like they could, for example,
18 host the party perhaps down by the condominiums, or
19 something in an area that doesn't block traffic. I
20 know they want to do this on July 30th --

21 MAYOR STUESSI: Yeah.

22 TRUSTEE BRENNAN: -- so there's not a lot of
23 time, right?

24 MAYOR STUESSI: Yeah. I think in its current
25 form we need to deny it, and we could encourage

1 Paul and Jeanmarie to reach out to the applicant
2 and see if there's any other avenue they might want
3 to pursue.

4 TRUSTEE BRENNAN: And for the record, I'd
5 like to say I'm in favor of communities having --
6 hosting a party, I think it builds good -- good
7 neighbors, so I'm not against that at all.

8 TRUSTEE PHILLIPS: I don't think any of us
9 are really against it. I think it's just a matter
10 of using a public street when neighbors could
11 combine backyards to have a block party. You know,
12 the public street issue and the safety issue is my
13 concern, and I think I'm just uncomfortable with
14 using a private street for a private party -- I
15 mean, a public street for a private party.

16 TRUSTEE ROBINS: I mean, I'm not on a super
17 busy street, Mary Bess, down on Monsell, but I know
18 that neighbors do backyard parties and that works.

19 TRUSTEE PHILLIPS: Well, no, they -- yeah,
20 they do.

21 TRUSTEE ROBINS: It's fine.

22 TRUSTEE PHILLIPS: Yeah, they do.

23 TRUSTEE DOUGHERTY-JOHNSON: I just think if
24 we close public streets for things like Maritime or
25 Pride, in theory, and I understand the safety, but

1 I think a neighborhood should be -- just have just
2 as much right to their street as the businesses
3 downtown. But I think we could revisit it, or
4 maybe they can change it around maybe in some ways.
5 But I wouldn't want us to make a -- I don't want it
6 to look like we're just going to never allow a
7 block party, because I think there are probably
8 streets in areas that --

9 MAYOR STUESSI: I would be in favor of a
10 block party if it were in a place where people
11 could exit safely, and there's probably a number of
12 streets in the Village where that's the case. I
13 don't believe that's the case, I know it's not the
14 case in this situation.

15 TRUSTEE DOUGHERTY-JOHNSON: Yeah, I hear you.

16 TRUSTEE PHILLIPS: So you need to call -- I
17 guess I'll call -- I'll for a vote. Do you want to
18 do a roll call vote so that we're clear on it, or
19 you just -- it's up to you.

20 MAYOR STUESSI: We can do a roll call vote.
21 You want to make a motion?

22 TRUSTEE PHILLIPS: Well, you just ask the
23 Village Clerk to -- I mean, the Deputy Village
24 Clerk to do -- to call the names. Jeanmarie, you
25 want to do a roll call vote?

1 DEPUTY CLERK ODDON: Yes.

2 (Roll Call by Chief Deputy Clerk Odden)

3 TRUSTEE ROBINS: No.

4 TRUSTEE BRENNAN: Opposed.

5 TRUSTEE PHILLIPS: Opposed.

6 TRUSTEE DOUGHERTY-JOHNSON: No.

7 MAYOR STUESSI: No.

8 TRUSTEE PHILLIPS: Resolution is defeated.

9 TRUSTEE ROBINS: I have a big one to read
10 here now. Well, I have instructions, though. I
11 looked at this resolution before, I says, "I hope
12 that's not me." Okay, here we go.

13 (Laughter)

14 *RESOLUTION #06-2023-26, RESOLUTION scheduling*
15 *a public hearing for 6:00 p.m. on Thursday,*
16 *July 27th, 2023 at the Third Street Firehouse,*
17 *Third and South Streets, Greenport, New York, 11944*
18 *regarding the Wetlands Permit Application submitted*
19 *by Robert E. Herrmann, Coastal Management*
20 *Specialist of En-Consultants for Stirling Cove*
21 *Condominium on behalf of Robert Ward, President for*
22 *the property at 49 Stirling Cove (property located*
23 *at eastern end of Central Avenue), Greenport,*
24 *New York, 11944 to perform the following work:*
25 *On west side of boat basin, remove and*

1 replace in -- replace (in-place) ±140 feet of
2 timber bulkhead with vinyl bulkhead, install
3 3' x 20' aluminum ramp, 6 x 20' float, and 4' x 105'
4 floating dock, and remove and replace (5) ramps and
5 floats with (4) 3' x 24' finger floats and (1)
6 3' x 21' finger float; on south side of boat basin,
7 remove ±60' and ±70' sections of bulkhead, excavate
8 ±40 -- 440 square feet of upland area to a depth of
9 -4' Mean Low Water (remove ±150 cubic yards of
10 soil), and construct ± upland area to a depth of
11 minus 4 -- I think I read that twice, I apologize.
12 And construct ±130' of vinyl bulkhead (up to 7 feet
13 landward); on east side of boat basin, remove and
14 replace (in-place) ±125 timber bulkhead with vinyl
15 bulkhead, install 3' x 20' aluminum ramp,
16 6' x 20' float, and 4' x 102' floating dock, and
17 remove and replace (5) ramps and floats with (4)
18 3' x 24' finger floats and (1) 3' x 21' finger
19 float; on east side of channel, remove and replace
20 (in-place) ±111 section of timber bulkhead with
21 vinyl bulkhead, and install 4' x 32' float; at
22 entrance to channel, remove (2) ±10' sections of
23 bulkhead, excavate ±50 square feet upland area to a
24 depth of -4 Mean Low Water (remove ±20 cubic yards
25 of soil), and construct (1) ±10' section of

1 *bulkhead (up to 7 feet landward, to create*
2 *chamfered corner); remove and replace (in-place)*
3 *±10' section of harborside bulkhead; incidentally*
4 *dredge ±4,326 square feet area within 10 feet of*
5 *reconstructed bulkheading to a maximum depth of -4*
6 *Mean Low Water -- -4 feet Mean Low Water, and use*
7 *approximately 120 -- 175 cubic yards of soil (sic)*
8 *(spoil) as backfill; and replace existing asphalt*
9 *within ±20' wide disturbance area landward of*
10 *reconstructed bulkheading, all as depicted the*
11 *project plan prepared by En-Consultants, dated*
12 *February 6, 2023, last revised on April 24th, 2023.*

13 So moved.

14 TRUSTEE BRENNAN: Second. Good job.

15 MAYOR STUESSI: All in favor?

16 TRUSTEE ROBINS: Aye.

17 TRUSTEE BRENNAN: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 TRUSTEE DOUGHERTY-JOHNSON: Aye.

20 MAYOR STUESSI: Aye.

21 The motion carries. Have a sip of your
22 water.

23 (Laughter)

24 TRUSTEE BRENNAN: *RESOLUTION #06-2023-27,*

25 *RESOLUTION scheduling a public hearing for 6 p.m.*

1 *on Thursday, July 27th, 2023 at the Third Street*
2 *Fire Station, Third and South Streets, Greenport,*
3 *New York, 11944 regarding the Wetlands Permit*
4 *Application submitted by Greenport Yacht &*
5 *Shipbuilding Company, Inc., by Steven Clarke, Owner*
6 *for the property located at 201 Carpenter Street,*
7 *Greenport, New York, 11944 to perform the following*
8 *work:*

9 *Section A: Reconstruct 70' of bulkhead*
10 *return in-kind, in-place. Reconstruct 60' of jetty*
11 *in-kind, in-place. Section B: Reconstruct 277' of*
12 *existing bulkhead in-kind, in-place. Section F:*
13 *Reconstruct 242' of existing bulkhead in-kind,*
14 *in-place. So moved.*

15 TRUSTEE PHILLIPS: Second.

16 MAYOR STUESSI: All in favor?

17 TRUSTEE ROBINS: Aye.

18 TRUSTEE BRENNAN: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE DOUGHERTY-JOHNSON: Aye.

21 MAYOR STUESSI: Aye.

22 The motion carries.

23 TRUSTEE PHILLIPS: *RESOLUTION #06-2023-28,*
24 *RESOLUTION to appoint Frank Degen as a Member of*
25 *the Village of Greenport Historic Preservation*

1 *Commission, for a term to expire on April 4th,*
2 *2028. So moved.*

3 TRUSTEE DOUGHERTY-JOHNSON: Second.

4 MAYOR STUESSI: All in favor?

5 TRUSTEE ROBINS: Aye.

6 TRUSTEE BRENNAN: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE DOUGHERTY-JOHNSON: Aye.

9 MAYOR STUESSI: Aye.

10 The motion carries.

11 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION #6-2023-29,*
12 *RESOLUTION to appoint David Nyce as a member of the*
13 *Village of Greenport Zoning Board of Appeals, for a*
14 *term to expire on April 3rd, 2028. So moved.*

15 TRUSTEE ROBINS: Second.

16 MAYOR STUESSI: All in favor?

17 TRUSTEE ROBINS: Aye.

18 TRUSTEE BRENNAN: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE DOUGHERTY-JOHNSON: Aye.

21 MAYOR STUESSI: Aye.

22 Motion carries.

23 TRUSTEE ROBINS: *RESOLUTION #06-2023-30,*
24 *RESOLUTION hiring Yan Albaladejo as a part-time*
25 *seasonal, Summer Intern at an hourly wage of \$15.00*

1 *per hour, effective June 22nd, 2023.* So moved.

2 TRUSTEE BRENNAN: Second.

3 MAYOR STUESSI: All in favor?

4 TRUSTEE ROBINS: Aye.

5 TRUSTEE BRENNAN: Aye.

6 TRUSTEE PHILLIPS: Aye.

7 TRUSTEE DOUGHERTY-JOHNSON: Aye.

8 MAYOR STUESSI: Aye.

9 TRUSTEE BRENNAN: *RESOLUTION #06-2023-31,*
10 *RESOLUTION to appoint Brian Stolar, Esq. as special*
11 *counsel to the Village of Greenport Planning Board*
12 *and the Village of Greenport Zoning Board, for a*
13 *term of one year.* So moved.

14 TRUSTEE PHILLIPS: Second.

15 MAYOR STUESSI: Just in disclosure to the
16 members of the community, as I've shared with the
17 Board already, I have done business with this firm
18 at a very small level, compared to a lot of other
19 law firms I've dealt with. I've probably worked
20 with well over 100 law firms, easily more than
21 double that, and thousands of lawyers over the
22 course of my career. This was a very small one,
23 and there's, I believe, no conflict in this
24 appointment.

25 All in favor?

1 TRUSTEE ROBINS: Aye.

2 TRUSTEE BRENNAN: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE DOUGHERTY-JOHNSON: Aye.

5 MAYOR STUESSI: Aye.

6 The motion carries.

7 TRUSTEE PHILLIPS: *RESOLUTION #06-2023-32,*
8 *RESOLUTION approving all checks for the Fiscal Year*
9 *2022/2023 per the Voucher Summary Report dated*
10 *June 20th, 2023, in the total amount of \$186,831.45*
11 *consisting of:*

12 *o All regular checks in the amount of*
13 *\$186,831.45.*

14 So moved.

15 TRUSTEE DOUGHERTY-JOHNSON: Second.

16 MAYOR STUESSI: All in favor?

17 TRUSTEE ROBINS: Aye.

18 TRUSTEE BRENNAN: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE DOUGHERTY-JOHNSON: Aye.

21 MAYOR STUESSI: Aye.

22 The motion carries.

23 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION #6-2023-33,*
24 *RESOLUTION approving all checks for Fiscal Year*
25 *2023/2024 per the Voucher Summary Report dated*

1 *June 20th, 2023, in the total amount of*
2 *\$855,314.36:*

3 *o All regular checks in the amount of*
4 *\$635,154.04, and*

5 *o All prepaid checks (including wire*
6 *transfers) in the amount of \$220,160.32. So moved.*

7 TRUSTEE ROBINS: Second.

8 MAYOR STUESSI: All in favor?

9 TRUSTEE ROBINS: Aye.

10 TRUSTEE BRENNAN: Aye.

11 TRUSTEE PHILLIPS: Aye.

12 TRUSTEE DOUGHERTY-JOHNSON: Aye.

13 MAYOR STUESSI: Aye.

14 The motion carries. That's it, correct?

15 TRUSTEE PHILLIPS: Yep.

16 MAYOR STUESSI: With that, we'll make a
17 motion to go into executive session in regards to
18 some particular litigation. May I have a second on
19 that, please?

20 TRUSTEE PHILLIPS: Second.

21 TRUSTEE BRENNAN: Second.

22 MAYOR STUESSI: All in favor?

23 TRUSTEE ROBINS: Aye.

24 TRUSTEE BRENNAN: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 TRUSTEE DOUGHERTY-JOHNSON: Aye.

2 MAYOR STUESSI: Aye.

3 With that, we will excuse the public. I

4 thank everyone for being here this evening.

5 (The Meeting was Adjourned to Executive

6 Session at 8:18 p.m.)

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6/7/23

AGREEMENT made this 7th day of June 2023 by and between the VILLAGE OF GREENPORT and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, VILLAGE OF GREENPORT UNIT ("the CSEA").

WHEREAS, the Village and the CSEA are parties to a collective bargaining agreement covering the period of June 1, 2021 through May 31, 2025 ("the CBA"); and

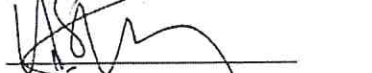
WHEREAS, CBA Article III (Section 6) ("Holidays") provides the list of paid holidays for permanent full-time employees in the bargaining unit; and

WHEREAS, the CSEA has agreed to the Village's offer to add Juneteenth to the paid holidays provided pursuant to CBA Article III (Section 6) ("Holidays"); and

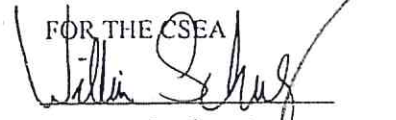
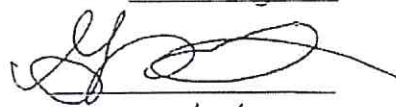
NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, and the Recitals set forth above, which are incorporated into this Agreement as though fully set forth in this Agreement, the parties hereby stipulate and agree as follows:

1. Effective upon the complete ratification of this Agreement, CBA Article III (Section 6) ("Holidays") will be amended to insert "Juneteenth" after "Memorial Day."
2. This Agreement represents the entire agreement between the parties with respect to adding Juneteenth as an additional paid holiday. No other promises have been made, oral or otherwise. This Agreement, including this paragraph, may only be modified by a written agreement executed by all parties.
3. The language of all parts of this Agreement will be construed as a whole, according to its fair meaning and not strictly for or against any of the parties, even though one of the parties may have drafted it.
4. This Agreement may be executed with original signatures in counterparts, or by facsimile or PDF-scanned signatures in counterparts, which will be deemed legally binding as fully as an original signature.
5. This Agreement is subject to ratification and approval by the Village Board of Trustees. If the Board of Trustees does not ratify and approve the Agreement, then it will become null and void and no adverse inference will be drawn against either party by virtue of having entered into it.

FOR THE VILLAGE


Dated: June 8, 2023

FOR THE CSEA


Dated: 6/7/23

Dated: 6/7/23

JAMES E. DANOWSKI, CPA
JILL S. SANDERS, CPA
DONALD J. HOFFMANN, CPA
MICHAEL J. LEONE, CPA
CHRISTOPHER V. REINO, CPA
ALAN YU, CPA

CULLEN &
DANOWSKI, LLP
CERTIFIED PUBLIC ACCOUNTANTS

VINCENT D. CULLEN, CPA
(1950 - 2013)
PETER F. RODRIGUEZ, CPA
(RET.)

May 23, 2023

Mayor and Board of Trustees
Incorporated Village of Greenport
236 Third Street
Greenport, New York 11944

Dear Members of the Board:

We are pleased to confirm our understanding of the services we are to provide the Incorporated Village of Greenport (Village) for the year ended May 31, 2023.

Audit Scope and Objectives

We will audit the following, which collectively comprise the basic financial statements of the Village as of and for the year ended May 31, 2023:

- Financial statements of:
 - the governmental activities
 - each major fund
 - the proprietary funds
- Disclosures

Accounting principles generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

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1650 ROUTE 112, PORT JEFFERSON STATION, NEW YORK 11776-3060

PHONE: 631-473-3400 • FAX: 631-473-4863 • WWW.CDLLP.NET

Incorporated Village of Greenport
For the Year Ended May 31, 2023

- Management's Discussion and Analysis
- Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund
- Schedule of the Village's Proportionate Share of the Net Pension Asset/Liability
- Schedule of Village Pension Contributions
- Schedule of the Village's Proportionate Share of the Length of Service Award Program Liability
- Schedule of Changes in the Village's Total OPEB Liability and Related Ratios

The following additional information accompanies the financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and we will provide an opinion on it in relation to the financial statements as a whole.

- Schedule of Expenditures of Federal Awards

If applicable, the following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- Management's Responses to the Schedule of Findings
- Corrective Action Plan

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions on whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the Village. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits, nor do they expect the auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as the auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as the auditor.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of certain assets, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Revenue recognition
- Management override
- Implementation of GASB 87, *Leases*

Our audit of financial statements do not relieve you of your responsibilities.

Audit Procedures – Internal Controls

We will obtain an understanding of the Village and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Village's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Village's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will prepare the financial statements, including GASB 34 conversion entries, schedule of expenditures of federal awards, and related notes in conformity with GAAP, and the Data Collection Form, based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, including GASB 34 conversion entries, schedule of expenditures of federal awards and related notes, the Data Collection Form, and services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with GAAP, and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including awards agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us, and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the Village from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, grant agreements, and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion taken as a whole.

Incorporated Village of Greenport
For the Year Ended May 31, 2023

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Village involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Village received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Village complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review upon commencement of our interim audit work.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Incorporated Village of Greenport
For the Year Ended May 31, 2023

You agree to assume all management responsibilities relating to the financial statements (including GASB 34 conversion entries), schedule of expenditures of federal awards and related notes, the Data Collection Form, the justice court financial statement and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements (including GASB 34 conversion entries), the schedule of expenditures of federal awards and related notes, the Data Collection Form, and the justice court financial statement and related notes, and that you have reviewed and approved the financial statements (including GASB 34 conversion entries), the schedule of expenditures of federal awards and related notes, the Data Collection Form, and the justice court financial statement and related notes, prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees and Other

We understand that your employees will prepare all related parties or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and the Village-prepared corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Village; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of our firm and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the agencies of New York State, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under our supervision. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the cognizant agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Incorporated Village of Greenport
For the Year Ended May 31, 2023

Christopher V. Reino, CPA, CITP, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

To ensure that Cullen & Danowski, LLP's independence is not impaired under the *AICPA Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fee for these services of \$35,000 is based upon our projection of the time that we will spend on the engagement at our government audit hourly rates. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We may use the Village's name in a list of our clients for marketing purposes.

Reporting

We will issue written reports upon completion of the audit and our Single Audit. Our reports will be addressed to the Mayor and Board of Trustees of the Incorporated Village of Greenport. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

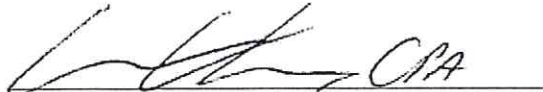
A copy of our most recent external peer review report dated October 29, 2021, accompanies this letter.

Incorporated Village of Greenport
For the Year Ended May 31, 2023

We appreciate the opportunity to be of service to the Incorporated Village of Greenport and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Cullen & Danowski, LLP
For the Firm:



Christopher V. Reino, CPA, CITP
Partner

RESPONSE:

This letter correctly sets forth the understanding of the Incorporated Village of Greenport.

Signature: _____

Name: _____

Title: _____

Date: _____



BRIDGES, HORNING
& COMPANY, P.C.

Certified Public Accountants

Report on the Firm's System of Quality Control

October 29, 2021

To the Partners of Cullen & Danowski, LLP
and the Peer Review Committee of the PICPA

We have reviewed the system of quality control for the accounting and auditing practice of Cullen & Danowski, LLP (the firm) in effect for the year ended December 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Cullen & Danowski, LLP, in effect for the year ended December 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Cullen & Danowski, LLP has received a peer review rating of *pass*.

BRIDGES, HORNING & CO., P.C.

Bridges, Horning & Co., P.C.

**SUFFOLK
URBAN COUNTY COOPERATION
SECOND AMENDMENT OF AGREEMENT**

This Second Amendment of Agreement is between the **County of Suffolk ("County")**, a municipal corporation of the State of New York, acting through its duly constituted **Office of Community Development, ("Department")**, located at 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, N.Y. 11788, and the **Village of Greenport ("Municipality")**, a municipal corporation duly organized and existing under the laws of the State of New York, located at 236 Third Street, Greenport, NY 11944.

The **County** is currently qualified as an Urban County by the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD"); the parties hereto desire to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

The parties hereto desire to amend the Urban County Cooperation Agreement, last dated June 12, 2019, ("Cooperation Agreement") to clarify contract provisions in compliance with current HUD requirements.

Term of Agreement: As provided in paragraph 11 of the Cooperation Agreement between Greenport and the County of Suffolk.

Terms and Conditions: Shall be as set forth in the original Agreement, any amendments thereto, and this Second Amendment of Agreement.

In Witness Whereof, the parties hereto have executed this Second Amendment of Agreement as of the latest date written

VILLAGE OF GREENPORT

COUNTY OF SUFFOLK

By: _____
Kevin Stuessi
Fed. Tax ID # 11-6002115
Date: _____

By: _____
Lisa Black
Chief Deputy County Executive
Date: _____

Kevin Stuessi., hereby certifies under penalties of perjury that I am an officer of Village of Greenport, that I have read and I am familiar with §A5-8 of Article V of the Suffolk County Code, and that the municipality meets all requirements to qualify for exemption thereunder.

Approved:
Department of Economic Development & Planning
Department of Econi

_____ Date _____
Kevin Stuessi., Mayor

By: _____
Name: Sarah Lansdale
Title: Commissioner
Date: _____

Approved as to Form:
Dennis M. Brown
Acting Suffolk County Attorney

By: _____
Michael J. Camacho
Assistant County Attorney
Date: _____

Amendment

WHEREAS, the County applied to HUD for designation as an Urban County in 1999 in accordance with 24 CFR 570.307(a) of the Community Development Block Grant (“CDBG”) regulations under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383 (“Acts”); and

WHEREAS, HUD approved the County’s application for said designation and Suffolk County became a qualified Urban County and received an Entitlement Grant for Fiscal Years 2000, 2001 and 2002; and

WHEREAS, Suffolk County has successfully requalified as an Urban County for every three-year qualification period thereafter; and

WHEREAS, Suffolk County, pursuant to New York General Municipal Law §503(a), as well as the authority given to the Suffolk County Executive by resolution of the Suffolk County Legislature, entered into a cooperative agreement (“Agreement”) for the purpose of establishing a Suffolk Urban County Consortium (“Consortium”) to undertake essential community development, housing assistance and HOME Investment Partnerships Program (“HOME”) activities authorized under the Acts; and

WHEREAS, in 2019 the County of Suffolk and the Village of Greenport entered into a Cooperation Agreement to participate in the programs set forth in the Acts; and

WHEREAS, pursuant to paragraph 11 of the original Agreement, the Agreement automatically renews for participation in CDBG programs in successive three-year qualification periods; and

WHEREAS, pursuant to paragraph 11 of the original Agreement, the County and Municipality agree to adopt any amendment to the Agreement necessary to meet HUD’s current requirements for cooperation agreements and any amendment to the Agreement that is mutually beneficial to the County and Municipality; and

WHEREAS, the original Agreement was amended again in 2020 (hereinafter referred to as “the 2020 Amendment”) to reflect the altered membership of the Consortium; and

WHEREAS, the County and the Municipality seek to amend the agreement to meet HUD’s current requirements for cooperation agreements.

NOW THEREFORE, the parties hereto agree as follows:

1. Term of Agreement

As provided in paragraph 11 of the original Agreement and shall automatically renew for participation in successive three-year qualification periods as provided for in Paragraph 11 of the original Agreement, unless sooner terminated as provided for therein.

2. Definitions

- a. Suffolk County Consortium – a consortium comprised of the County of Suffolk, the Towns of East Hampton, Riverhead, Shelter Island, Smithtown, Southampton, and Southold and the Villages of

Greenport, Sag Harbor, Southampton, The Branch, Westhampton Beach, and Westhampton Dunes and Town of Huntington (HOME only).

3. Additional Terms

The Parties agree to the following amended provisions in compliance with current HUD requirements:

The County and the Cooperating Municipality shall take all actions necessary to assure: (i) compliance with the urban County's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, (ii) that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR Part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will affirmatively further fair housing, (iii) compliance with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR Part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR Part 146, and Section 3 of the Housing and Urban Development Act of 1968, (iv) compliance with any other applicable laws.

The County is prohibited from providing Urban County funding for activities in, or in support of, any cooperating jurisdiction, including the Municipality, if that cooperating jurisdiction does not affirmatively further fair housing or impedes the County's actions to comply with the County's fair housing certification. The Municipality agrees to execute, at the County, or HUD's request, the assurances and certifications required in the HUD 424-B.

The Cooperating Municipality agrees that, pursuant to 24 CFR §570.501(b), the Municipality is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR §570.503.

4. Agreement Continues, As Amended

Except as herein amended, all other representations, terms and conditions of said original Agreement, including any and all amendments or budget modifications executed prior to the date hereof, are hereby ratified and confirmed to be in full force and effect.

