

**VILLAGE OF OLD FIELD**  
**BOARD OF TRUSTEES MONTHLY MEETING MINUTES**  
**Tuesday, May 11, 2021, 7:00 PM at the Neighborhood House**

**Mayor Bruce Feller-Code Enforcement**

**Trustee Stephen Shybunko -Fire and Special Projects**

**Trustee Thomas Pirro-Street & Road Repairs**

**Trustee Tom Gulbransen-Environmental Council**

**Trustee Rebecca Vanderbogart -Parks, Building and Street Trees**

Attorney Anthony Guardino

Village Clerk Adrienne Kessel

Village Treasurer Andrea Podolsky

Building Inspector Joseph Arico

**Call to order and Pledge to the Flag**

Mayor Feller led the Pledge to the Flag and opened the meeting at 7:00 PM.

**Public Comment**

There were no comments.

**Environmental Committee**

Ken Buck, 17 Crane Neck Road, addressed the Board regarding an appeal on the Environmental Committee decision denying the removal of an Oak tree to improve their view, but allowing the removal of a limb; with option to remove the Norway maple adjacent to the Oak tree. The Board discussed the appeal with the owner.

- On a motion by Trustee Pirro, seconded by Trustee Shybunko, the Board approved Ken Buck, 17 Crane Neck Road, Tree Permit #2021-0002, for the removal of the tree in question, 4-1, Trustee Gulbransen voted no, as Chair of the Environmental Committee.
- On a motion by Trustee Gulbransen, seconded by Mayor Feller, the Board approved Robert Galler, 1 Laurel Lane, Tree Permit # 2021-0003 for the removal of four dead and declining trees as submitted on the plan, 5-0.

**Building-Site Plan Review**

- On a motion by Trustee Shybunko, seconded by Mayor Feller, the Board approved the site plan for Baycrest Associates, 4-0, Trustee Gulbransen abstained. (Represented by Dan Hall from Land Use Ecological Services, and William Forman, owner) Permit #2021-003 165 Old Field Road, site plan review, for replacement of a brick patio with a 670 sq. foot open grate patio, replace timber bulkhead with vinyl bulkhead, landward, add stairs. Include mitigation plantings, and add fill. Installation of dock and placement of boulders at toe of bluff. Recommended for approval by Village engineer on 04 04 21.
- On a motion by Trustee Gulbransen, seconded by Mayor Feller, the Board approved the site plan for Old Field Trade Winds LLC, 5-0. (Represented by Architect John Himmelsbach) Permit #2019-0014, S. Barle, 178 Old Field Road, site plan review, amended for the relocation of the pool house; recommended for approval by Village engineer on 04 29 21.
- On a motion by Mayor Feller, seconded by Trustee Shybunko, the Board approved the site plan for Dymond, Kevin, 5-0. (Representing himself), Permit #2121-0009, 141 Old Field Road, site plan review for an in-ground pool with 2265 sq. ft. of patios and a retaining wall. Recommended for approval by Village engineer on 04 29 21.

The Board discussed reducing the lead time to submit a site plan approval request, now at ten days prior to the Board meeting, which was done by Board Resolution, not in Code.

## Minutes

- On a motion by Trustee Shybunko, seconded by Trustee Pirro, the Board approved the minutes of April 13, 2021, as condensed, 5-0. Court reporter's verbatim minutes available upon request from the Clerk's office.

## Treasurer

- On a motion by Trustee Pirro, seconded by Mayor Feller, the Board approved the warrants and Treasurer's Report as presented for April 2021, 5-0.
- On a motion by Trustee Pirro, seconded by Mayor Feller, the Board approved the reductions on Dejana Industries invoices regarding work on private roads, but billed to the Village, 5-0.
- HOLD: From Impact, new tax program Spectrum, now reduced by \$200 through Treasurer, at \$7927.50, current annual maintenance for existing program was paid until February of 2022. The decision will be based upon the review of additional tax programs used by other municipalities.

## Code Report

- The Mayor discussed the Code report for April 2021.

## New Business

- Exploring digitization services for Village records through the Town of Brookhaven United MCEP Grant (A 20 million dollar grant awarded to the TOB for the Municipal Consolidation and Efficiency Competition Award), TOB contractor for services is Data Image, through General Code Laserfiche program. Entry and Retrieval of records will be through the Brookhaven Town's Electronic Content Management System.
- Trustee VanDerBogart will work with Mayor Feller on the necessary repairs to the storage shed adjacent to the Keeper's Cottage
- HELD OVER: From R & M Engineering, Matthew Aylward, PE, bids from various contractors for guard rail, end of Old Field Road; Fiorini Landscape, All Island Plumbing, Opal Construction, LoDuca Associates, Sea-Coast Construction, Inc., John McGowan & Sons; contact person is Trustee Shybunko
- Lighthouse Restoration project to be discussed with the Lighthouse Foundation members. Trustee Gulbransen attended the Foundation's meeting with George Abell, a Lighthouse restoration specialist, and reviewed those findings with the Board.

Mayor Feller thanked Architect John Himmelsbach for the time and effort he donated to provide drawings and plans for the Lighthouse project. He also thanked John's son, who took the photos for the project.

- On a motion by Trustee Shybunko, seconded by Trustee Pirro, the Board approved the authorization for Mayor Feller to sign the Seismic Sensor agreement with SBU, approved March 9, 2021, subject to amount and location of seismic sensors; require SBU Licensee information:

**THIS LICENSE AGREEMENT**, by and between the Incorporated Village of Old Field ("Village"), a municipal corporation of the State of New York, with offices located at 207 Old Field Road, Old Field, NY 11733, and \_\_\_\_\_ ("Licensee"), a \_\_\_\_\_, with offices located at \_\_\_\_\_.

**WHEREAS**, Licensee wishes to place one or more seismic sensors on real property owned and/or controlled by the Village ("Village Property") for the purpose of collecting data for Licensee's scientific studies; and

**WHEREAS**, the Village is willing to grant Licensee permission to place the sensors on Village Property, subject to certain terms and conditions; and

**WHEREAS**, on March 9, 2021, the Village of Old Field Board of Trustees voted to grant Licensee the license it seeks, subject to the specific terms and conditions stated herein;

**NOW THEREFORE**, in exchange for the mutual covenants and consideration stated below, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Village hereby grants Licensee a revocable and non-exclusive license to place up to two (2) seismic sensors on Village Property. Licensee shall not place any sensors on Village Property unless and until the Village, in its sole and unfettered discretion, approves the specific location(s) Licensee has chosen.
2. The specific manner of placement of Licensee's sensors may include burying all or a portion of Licensee's equipment on Village Property, provided that:
  - a. no excavation may be of such size or depth that it requires trenching, shoring, or the use of heavy excavation equipment;
  - b. Licensee shall not disturb any slope, bluff, or dune within the Village;
  - c. no structures, landscaping, or vegetation may be removed other than non-native grasses; and
  - d. upon removal of its sensors from Village Property, Licensee shall restore the excavated areas to substantially their original grade and condition.
3. Licensee's agents shall access the Village Property only during normal business hours when the property is open to the public.
4. Licensee agrees that the Village shall not be responsible for any loss of or damage to Licensee's equipment while it is on the Village Property, and Licensee hereby expressly waives all such claims.
5. Licensee hereby agrees to defend, indemnify and hold harmless the Village, and its officers, agents, and employees, against and from any and all damages, liabilities, obligations, interest, claims, judgments, suits, proceedings, costs, disbursements and expenses of every kind (including reasonable attorneys' fees) incurred by the Village arising directly or indirectly out of Licensee's use and enjoyment of this license or Licensee's breach of this Agreement, except to the extent such damages, liabilities, obligations, interest, claims, judgments, suits, proceedings, costs, and/or disbursements are caused by the intentional or grossly negligent acts or omissions of the Village, its officers, agents or employees.
6. The Village may terminate this Agreement at any time for any or no reason by written notice to Licensee at the address first stated above, whereupon Licensee shall immediately remove all of its equipment from the Village Property and shall restore such affected areas thereof to substantially their original grade and condition. Licensee's failure to comply with this obligation in a prompt manner shall entitle the Village to remove the equipment itself and to charge Licensee for any and all costs incurred thereby.
7. This Agreement shall otherwise terminate immediately upon Licensee's removal of its equipment from the Village Property, whereupon Licensee shall restore such affected areas thereof to substantially their original grade and condition.
8. By signing this Agreement, each signatory hereto expressly represents that s/he is fully authorized and entitled to enter into and execute this Agreement on behalf of their respective party.

**WHEREFORE**, the parties have executed this Agreement as of the date first set forth above.

**VILLAGE OF OLD FIELD**

By: \_\_\_\_\_

Hon. Bruce Feller  
Mayor

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**Print Licensee Name**

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By:

**Old Business**

- Cell phone coverage within the Village

**Commissioners Reports:**

Mayor Feller-Code

Trustee Shybunko-Fire, Special Projects

Trustee Van Der Bogart -Parks, Building, Street Trees

Trustee Gulbransen-Environmental Council

Trustee Pirro-Street & Road Repairs

**Executive Session**

In:            Out:

**Adjournment**

**Calendar**

Next work session is June 3, 2021 at 6:00 PM **at the Keeper's Cottage, 207 Old Field Road**, adjacent to the Lighthouse.

BOT Monthly Meeting June 8, 2021 at 7:00 PM, at the **Neighborhood House, 95 Main Street, E. Setauket**