



Village of Greenport Building Department

236 Third Street, Greenport, New York 11944
OFFICE: 631.477.0248 / FAX: 631.477.1877

NOTICE OF DISAPPROVAL

Date: January 25, 2023

To: Joseph Ippolito
417 West Street
Greenport NY 11944

PLEASE TAKE NOTICE that your application dated September 11, 2022, for renovations/addition to the house and the addition of a new deck to the existing dwelling at the property located at **417 West Street, Greenport NY 11944** in the R2 (One & Two Family Residential) District of Greenport, is returned herewith and disapproved on the following grounds:

1. Front-Yard Setback Requirements.

150-12 District Regulations

R-2 District: Minimum Front-Yard Setback Requirement: 30 feet.
The plans show a front-yard setback of 16.2 feet

This would require an area variance of 13.8 feet

2. Combined Side-Yard Setback Requirements.

150-12 District Regulations

R-2 District: Minimum Combined Side-Yard Setback: 25 feet.
The plans show a combined side yard-setback of 24.9 feet 9.

This would require an area variance of .1 foot.

3. Residence District Regulations.

150-13A.(1)(b) District Regulations

Such building shall be set back five feet from any lot line and shall not be located less than 10 feet from the principal building.

The plans show an accessory building with a setback of 1.9 foot from the property line.

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This would require a area variance of 3.1 feet.

4. Residence District Regulations.
150-13A.(1)(b) District Regulations

Such building shall be set back five feet from any lot line and shall not be located less than 10 feet from the principal building.

The plans show an accessory building with a setback of 3.8 feet from the property line.

This would require a area variance of 1.2 feet.

This application is therefore denied, as the above-mentioned area variances.

The premise to which this application applies is located at:

417 West Street, Greenport NY 11944 in the R2 (One & two-Family Residential) District.

Map: 1001 Section: 4 Block: 5 Lot: 2



.....
Alex Bolanos
Date : 01/25/2023
Code Enforcement Official

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236 Third Street, Greenport, New York, 11944

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ZONING BOARD OF APPEALS – AREA VARIANCE

INSTRUCTIONS FOR AREA VARIANCE APPLICATIONS:

Please submit the following in six (6) sets collated into separate packets, with original signed set and check for filing fee clipped on top.

1. Current Notice of Disapproval from the Building Department dated within the last 60 days, together with survey, site plan and building plans.
2. Completed Application signed and notarized.
3. Copies of noted Covenants and/or Restrictions, if applicable.
4. Environmental Assessment Form.

Area Variance Fee Schedule:

Residential - \$400.00

Commercial - \$500.00

Each additional Variance Requested - \$100.00

Property Divisions: \$500.00 initial fee and \$1,000.00 per lot.

All Board of Appeals filings and examinations will require a deposit for Village Expenses, as follows:

Residential: \$200.00

Commercial: \$1,000.00

Please Note:

If this application is applied for by an LLC, a list of acting members of that LLC must be provided with this application.

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ZONING BOARD OF APPEALS APPLICATION

AREA VARIANCE

236 Third Street, Greenport, New York, 11944

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Date of Application 09/11/2022

All information below is to be completed by the applicant. This completed application is to be accompanied by the Notice of Disapproval, Copies of Covenants and/or Restrictions, where applicable, Environmental Assessment Form, building plans showing elevations, setbacks, floor plans, room dimensions, details of footings and foundation, and species of lumber and quality of material, where applicable.

THE OWNER OF THE PROPERTY IS: (PLEASE PRINT CLEARLY)

<u>Joseph</u> First Name	<u>Ippolito</u> Last Name	Business Name, if applicable	
<u>417 West St</u> Mailing Address	<u>Greenport</u> City/ Town/ Village	<u>NY</u> State	<u>11944</u> Zip
<u>[REDACTED]</u> Phone #	<u>[REDACTED]</u> E-Mail Address		

CONTACT PERSON (if different from owner)

The person to receive all correspondence:

First Name	Last Name	Business Name, if applicable	
Mailing Address	City/ Town/ Village	State	Zip
Phone #	E-Mail Address		

IF ANYONE OTHER THAN THE OWNER COMPLETES THIS APPLICATION, WRITTEN CONSENT FROM THE OWNER MUST BE SUBMITTED WITH THIS APPLICATION.

Location:

Suffolk County Tax Map Number: 1001 Section: 4 Block: 5 Lot 2

Street Address: 417 West St Greenport, New York, 11944

Zoning District: WC R1 R2 PD CR CG

Is property located within the Historic District? Yes No

ZONING BOARD OF APPEALS APPLICATION

AREA VARIANCE

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The Code Official reviewed and denied an application dated _____ for a Building Permit for the location specified on this application.

Provisions of the Zoning Code appealed:

(Indicate Article, Section and Subsection of Zoning Code by numbers)

Article: _____ Section: 150 - _____ Subsection: _____

Type of appeal made for:

A Variance to the Zoning Code or Zoning Map.

An interpretation of the Village Code Article: _____ Section: _____ Subsection: _____

Has a prior appeal been made at any time with respect to this property? Yes No I Don't Know

If yes, please provide the date appeal was made: _____

Project Description:

For Demolition of Existing Building Areas:

Please describe area being removed:

REMOVE EXISTING REAR DECK (172 S.F.)

New Construction Areas (New Dwelling or New Addition/Extensions)

Dimensions of First Floor (Addition/Extension): 6'-4" x 14'-4"

Dimensions of Second Floor: 6'-4" x 14'-4"

Height (from finished grade to top of ridge): 24 Feet, 4 Inches

Is basement or lowest floor area being constructed? Yes No

If yes, please provide height (above ground) measured from natural existing grade to first floor.

3 Feet, 6 Inches.

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AREA VARIANCE

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Project Description: (CONTINUED)

Proposed Construction Description: (Alteration or Structural Changes)

Number of floors BEFORE alterations: 2

Describe General Characteristics BEFORE alterations:

1ST FLOOR - LIVING RM, DINING RM, BREAKFAST RM
KITCHEN, 1/2 BATH, REAR DECK
2ND FLOOR - THREE BEDROOMS, 3 PIECE BATH

Number of floors AFTER Alterations: 2

Describe General Characteristics AFTER alterations:

1ST FLOOR - LIVING RM, GREAT RM, KITCHEN, 3 PIECE
BATH, REAR DECK
2ND FLOOR - FOUR BEDROOMS, 3 PIECE BATH, LAUNDRY

Calculations of Building Areas and Lot Coverage:

Existing Square Footage of Building(s) on this property: 1548.07 SF

Proposed Increase in Building Coverage: 122.49 SF

Square Footage of this Lot: 7500 SF

Percentage of Coverage of this Lot by Building Area: 22.27%

Purpose of New Construction:

Please describe.

TWO STORY SIDE ADDITION 6'-4" X 14'-4" (915 S.F.)
FIRST FLOOR 3 PIECE BATH AND PANTRY
SECOND FLOOR 3 PIECE BATH AND WALK-IN-CLOSET
REAR DECK 17'-0" X 12'-0" (204 S.F.)

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Area Variance Reasons for Appeal:

Please answer in detail. *Additional sheets may be submitted with preparers signature.*

Will an undesirable change occur in the characteristics of the neighborhood or will a detriment to nearby properties be created by the granting of this area variance? **NO**

Can the benefit sought by the Applicant be achieved by another method, feasible for the Applicant to pursue, other than an Area Variance? **NO**

Is the requested Area Variance substantial? **YES**

Will the requested Area Variance have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district? **NO**

Was the alleged difficulty self-created, which consideration shall be relevant to the decision of the Zoning Board of Appeals, but shall not necessarily preclude the granting of the Area Variance?

Are there Covenants or Restrictions concerning this land? [] Yes [X] No
If yes, please furnish copies

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AFFIDAVIT

Village of Greenport)
Town of Southold)
County of Suffolk) ss
State of New York)

I swear that to the best of my knowledge and belief that the statements contained in this application, together with the plans and specifications submitted, are true and complete statements of proposed work to be done on the described premises and that all provisions of the Building Code, Zoning Code, and all other laws pertaining to the proposed work shall be complied with, whether specified or not, and that such work and inspections are authorized by the owner. The Village of Greenport is hereby granted permission to enter the property listed as the "Location" for the purposes of inspecting my property for a site visit. I understand that if approved, this Area Variance will be granted and accepted on condition that the provisions of Federal, State and Local rules and regulations, and any additional requirements of the Area Variance are complied with. Any violation of all applicable codes, or deviations from the approved plans may result in the immediate revocation of this Area Variance & legal action taken against me. No responsibility rests upon the Village of Greenport, Code Enforcement, the Fire Marshal or the Fire Department by reason of this application and permit.

Sworn to be before this 7th day
of April 2023

Signature 
Owner or Applicant


Notary Public, Suffolk County, New York

PRAVEEN NAIR
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02NA6430974
Qualified in Nassau County
Commission Expires March 28, 2026

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NEW YORK STATE DEPARTMENT OF STATE
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE
FILING RECEIPT

ENTITY NAME : 417 WEST STREET LLC
DOCUMENT TYPE : ARTICLES OF ORGANIZATION
ENTITY TYPE : DOMESTIC LIMITED LIABILITY COMPANY

DOS ID : 6339855
FILE DATE : 12/01/2021
FILE NUMBER : 211201005162
TRANSACTION NUMBER : 202112010005472-408523
EXISTENCE DATE : 12/01/2021
DURATION/DISSOLUTION : PERPETUAL
COUNTY : NASSAU



SERVICE OF PROCESS ADDRESS : THE LLC
3000 MARCUS AVE, SUITE 3E01
LAKE SUCCESS, NY, 11042, USA
FILER : JOSEPH IPPOLITO
3000 MARCUS AVE, SUITE 3E01
LAKE SUCCESS, NY, 11042, USA

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You may verify this document online at : <http://ecorp.dos.ny.gov>
AUTHENTICATION NUMBER : 100000708754

TOTAL FEES:	\$200.00	TOTAL PAYMENTS RECEIVED:	\$200.00
FILING FEE:	\$200.00	CASH:	\$0.00
CERTIFICATE OF STATUS:	\$0.00	CHECK/MONEY ORDER:	\$0.00
CERTIFIED COPY:	\$0.00	CREDIT CARD:	\$200.00
COPY REQUEST:	\$0.00	DRAWDOWN ACCOUNT:	\$0.00
EXPEDITED HANDLING:	\$0.00	REFUND DUE:	\$0.00

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LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
417 West Street LLC

VILLAGE OF GREENPORT
BUILDING DEPARTMENT

This Single-Member LLC Operating Agreement ("Agreement") represents 417 West Street LLC that was formed in the State of New York on December 1 2021 ("Company").

Joseph Ippolito of 3000 Marcus Ave, Suite 3E01, Lake Success, New York, 11042 is recognized as the sole member and owner of the Company ("Member(s)").

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Name and Principal Place of Business.

The name of the Company is 417 West Street LLC with a principal place of business at 3000 Marcus Ave, Suite 3E01, Lake Success, New York, 11042. The mailing address shall be the same address as the principal place of business.

2. Registered Agent.

The name of the Registered Agent is Joseph Ippolito with a registered office located at the same address as the principal place of business of the Company for the service of process as of December 1 2021 ("Registered Agent"). The Registered Agent may change at any time by the Company filing an amendment with the Secretary of State, or respective office, in the State of New York.

3. Formation.

The Company was formed on December 1 2021, when the Member(s) filed the Articles of Organization with the office of the Secretary of State pursuant to the statutes governing limited liability companies in the State of New York (the "Statutes").

4. Purpose.

The purpose of the Company is to engage in and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Member(s) in their discretion shall determine.

5. Term.

The term of the Company shall continue in perpetuity commencing on the filing of the Articles of Organization of the Company while continuing until terminated under the provisions set forth herein.

6. Member(s) Capital Contributions.

The Member shall not make a capital contribution to the Company.

7. Distributions.

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The Member may make such capital contributions (each a "Capital Contribution") in such amounts and at such times as the Member shall determine. The Member shall not be obligated to make any Capital Contributions. The Member may take distributions of the capital from time to time in accordance with the limitations imposed by the Statutes.

A "Capital Account" for the Member shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

8. Books, Records, and Tax Returns.

The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes, and such books and records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records, and transactions of the Member.

The Company's fiscal year shall be the calendar year with an ending month of December. The Member intends that the Company, as a single-member LLC, shall be taxed as a(n) Sole Proprietorship in accordance with the provisions of the Internal Revenue Code.

9. Bank Accounts.

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Member(s) from time to time may designate.

10. Management of the Company.

The business and affairs of the Company shall be conducted and managed by the Member(s) in accordance with this Agreement and the laws of the State of New York.

Joseph Ippolito, as the sole member of the Company, has sole authority and power to act for or on behalf of the Company, to do any act that would be binding on the Company, or incur any expenditures on behalf of the Company. The Member shall not be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree, or order of a court. The Company is organized as a "member-managed" limited liability company. The Member is designated as the initial managing member.

11. Ownership of Company Property.

The Company's assets shall be deemed owned by the Company as an entity, and the Member shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company, one or more nominees or in "street name", as the Member may determine.

Except as limited by the Statutes, the Member may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.

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12. Dissolution and Liquidation.

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The Company shall dissolve and its affairs shall be wound up on the first to occur of (i) At a time, or upon the occurrence of an event specified in the Articles of Organization or this Agreement. (ii) The determination by the Member that the Company shall be dissolved.

The Company shall be dissolved upon the death of the Member unless, within ninety (90) days of the Member's death, a successor-in-interest or personal representative of the Member agrees to continue the Company. By separate written documentation, the Member shall designate and appoint the individual who will be admitted as a succeeding member or act as a personal representative to wind down the Company's business and transfer or distribute the Member's Interests and Capital Account as designated by the Member or as may otherwise be required by law.

Upon the disability of a Member, the Member may continue to act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the Member have been transferred or distributed.

13. Indemnification.

The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this Agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.

The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities, damages, losses, costs, and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth herein.

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Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification as set forth herein.

All rights of the Member to indemnification under this Agreement shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member.

The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

14. Miscellaneous.

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of New York. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates, and other types of entities.

This Agreement, and any amendments hereto, may be executed in counterparts, all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors, and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

IN WITNESS WHEREOF, the Member(s) have executed this Agreement on December 1 2021.

Signature:  _____ Date: 12/1/21
Print Name: Joseph Ippolito

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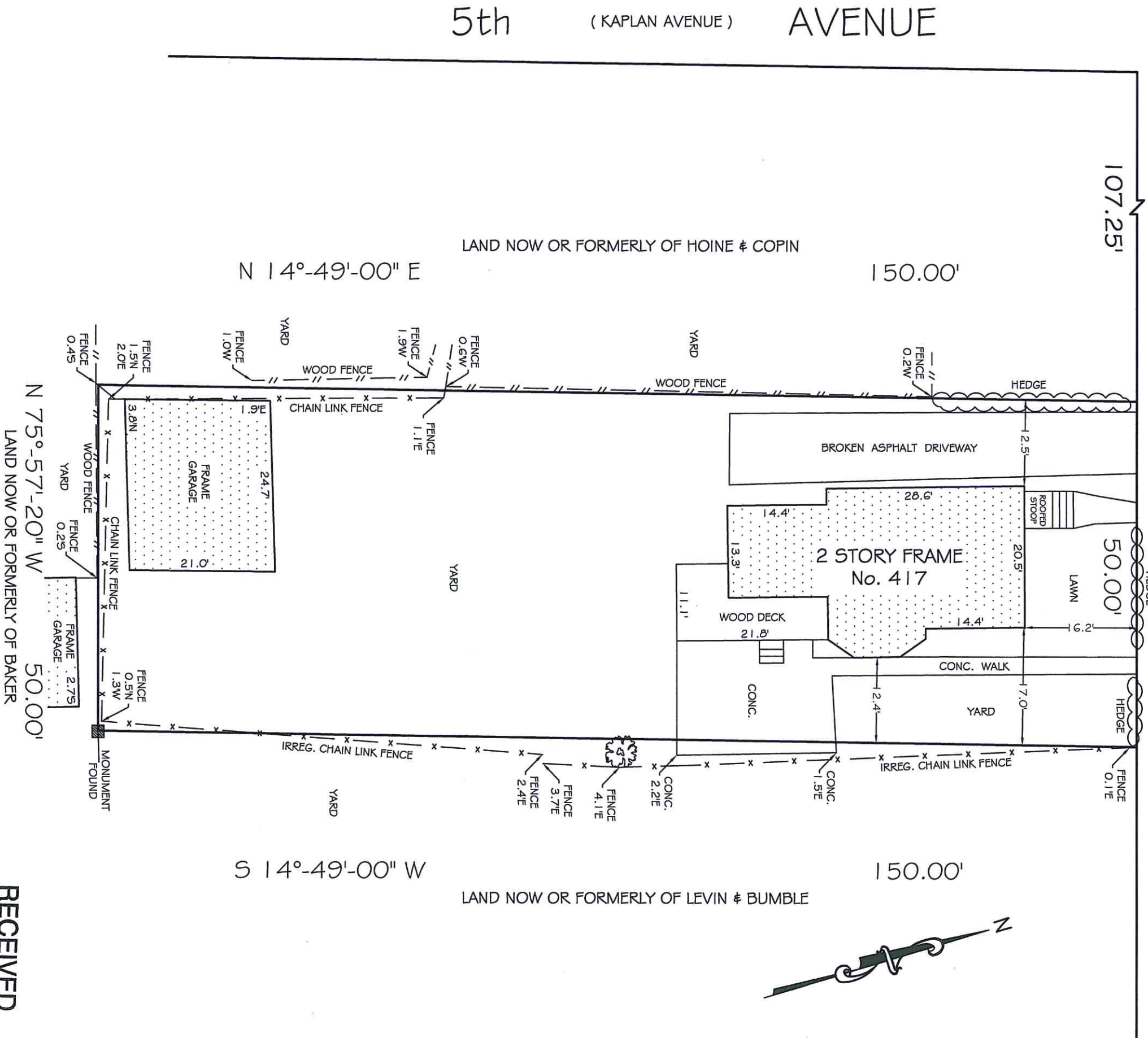
SURVEY No. 5BNY-22-9699
 PREPARED BY RAJ KUMAR
 DRAWN BY: C.J.

MAP OF PROPERTY
 VILLAGE OF GREENPORT, TOWN OF SOUTHOLD
 COUNTY OF SUFFOLK
 STATE OF NEW YORK
 DISTRICT 1001 SECTION 004.00 BLOCK 05.00 LOT 002.000

DATE: OCTOBER 18th, 2022

THIS SURVEY WAS PREPARED FOR 417 WEST STREET, LLC AND IS TO BE USED FOR TITLE PURPOSES ONLY

WEST STREET
 S 75°-57'-20" E
 STREET



CERTIFIED TO:
 STEWART TITLE INSURANCE COMPANY
 NUJ INVESTMENT LLC, ITS SUCCESSORS AND/OR ASSIGNS,
 AS THEIR INTEREST MAY APPEAR
 417 WEST STREET, LLC

TITLE No.
 RTANY21236

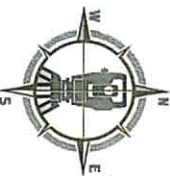
LEGEND:
 TREE

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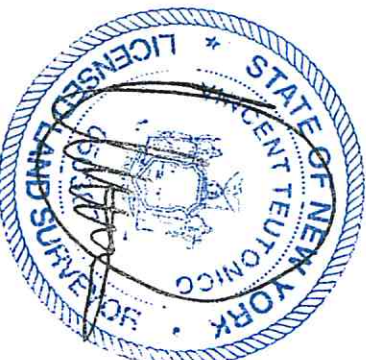
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1. GUARANTEES OR CERTIFICATIONS INDICATED HEREON SHALL RUN ONLY TO THE PERSON FOR WHOM THE SURVEY IS PREPARED AND ON THEIR BEHALF TO THE TITLE COMPANY, GOVERNMENTAL AGENCY AND LENDING INSTITUTION LISTED HEREON AND TO THE ASSIGNEES OF THE LENDING INSTITUTION. GUARANTEES OR CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
2. PROPERTY CORNER MONUMENTS WERE NOT PLACED AS PART OF THIS SURVEY.
3. UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW.
4. ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYORS INKED SEAL OR HIS EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES.
5. NO GUARANTEE IS IMPLIED BY THIS MAP AS TO THE EXISTENCE OR NONEXISTENCE OF ANY EASEMENTS OF RECORD THAT WOULD AFFECT SUBJECT PROPERTY, UNLESS SURVEYOR HAS BEEN FURNISHED WITH SUCH INFORMATION BY THE CLIENT.
6. THIS IS TO CERTIFY THAT THERE ARE NO VISIBLE STREAMS NOR NATURAL WATER COURSES IN THE PROPERTY EXCEPT AS SHOWN ON THIS SURVEY.
7. THIS SURVEY IS NOT TO BE UPDATED BY VISUAL INSPECTION.



5 BORO MAPPING

966 LITTLE NECK AVENUE
 NORTH BELLMORE N.Y. 11710
 OFFICE (516)-509-4166
 CELL (516)-652-9984
 EMAIL: 5boromapping@gmail.com



VINCENT TEUTONICO, L.S.
 NEW YORK LICENSE 050307