

VILLAGE OF GREENPORT

COUNTY OF SUFFOLK : STATE OF NEW YORK

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PLANNING BOARD

REGULAR SESSION AND WORK SESSION

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Third Street Firehouse  
Greenport, New York

February 25th, 2021  
4:00 p.m.

Before:

WALTER FOOTE - Chairman

TRICIA HAMMES - Member

REED KYRK - Member

LULY DOUGHERTY-JOHNSON - Member

JOHN COTUGNO - Member

AMANDA AURICHIO - Clerk to the Board

ROBERT CONNOLLY - Planning Board Attorney

PAUL J. PALLAS - Village Administrator

INDEX

1			
2			
3	ITEM	DESCRIPTION	PAGE
4	1	Accept and Approve minutes	
5		from January 28, 2021	3
6			
7	2	Schedule the next meeting	
8		for March 25, 2021	
9			
10	3	151 Bay Avenue	
11			
12	4	1410 Manhasset Avenue	
13			
14	5	37 Front Street	
15			
16	6	45 Front Street	
17			
18	7	123 Sterling Avenue	
19			
20	8	Adjourn	
21			
22			
23			
24			
25			

1                   CHAIRPERSON FOOTE: Good afternoon.  
2 This is the Village of Greenport Planning Board.  
3 It's a work session and regular meeting. It's  
4 February 25, at a little after 4:00 PM. And we're  
5 going to get started now.

6                   Item 1 is a motion to accept and  
7 approve the minutes of the January 28, 2021,  
8 Planning Board Work Session and Regular Meeting.

9                   May I have a second on this motion?

10                  MEMBER COTUGNO: Second.

11                  CHAIRPERSON FOOTE: All those in  
12 favor?

13                  (Chorus of Ayes).

14                  So approved.

15                  Item 2 is a motion to schedule the  
16 combined Planning Board Work Session and Regular  
17 Meeting for 4:00 PM, on March 25, 2021.

18                  May I have a second to this motion?

19                  MEMBER COTUGNO: Second.

20                  CHAIRPERSON FOOTE: All those in  
21 favor?

22                  (Chorus of ayes).

23                  The meeting is so scheduled.

24                  Item 3: 151 Bay Avenue. This is a  
25 motion to accept the findings and determinations

1 for 151 Bay Avenue. This property is located in  
2 the R-2 (one- and two-family) district, and is  
3 located in the historic district. It's Suffolk  
4 County Tax Map 1001-5.-3-5.

5 Do I have a second on this motion?

6 MEMBER HAMMES: Second.

7 CHAIRPERSON FOOTE: All those in  
8 favor?

9 (Chorus of ayes).

10 The motion carries, and the  
11 findings and determinations are so accepted.

12 Item 4 is 1410 Manhasset Avenue.

13 This is a motion to accept the findings and  
14 determinations for 1410 Manhasset Avenue.

15 This property is located in the  
16 waterfront commercial district and is not located  
17 in the historic district. That's Suffolk County  
18 Tax Map Number 1001-3.-1-1.

19 Do I have a second on this motion?

20 MEMBER DOUGHERTY-JOHNSON: Second.

21 CHAIRPERSON FOOTE: All those in  
22 favor?

23 (Chorus of ayes).

24 These findings and determinations  
25 are accepted.

1                   Item 5 is 37 Front Street. This is  
2 a pre-submission conference with possible motion  
3 to schedule a public hearing for March 25,  
4 regarding the site plan application of Michelle  
5 Alptekin, that's A-L-P-T-E-K-I-N. The applicant  
6 proposes to continue the conditional use of a  
7 retail establishment replacing the store formerly  
8 known as "Sprout" with "Mimi's Collection." This  
9 property is currently located in the waterfront  
10 commercial district and is not located in the  
11 historic district. That's Suffolk County Tax Map  
12 1001-5.-4-23.1.

13                   Is there anybody at this time who  
14 wants to present this application or speak on  
15 behalf of it?

16                   MS. ALPTEKIN: I'm here.

17                   CHAIRPERSON FOOTE: Okay. Would  
18 you like to walk up to the microphone and announce  
19 yourself and give us your full name and address.

20                   MS. ALPTEKIN: Hello. My name is  
21 Michelle Alptekin. I live at 26A Front Street.  
22 And I leased a parcel on Bootleg Ally, which is a  
23 retail space now. And the intention is to open a  
24 Turkish shop selling high-end leather products,  
25 Turkish rugs, and gifts. And we're looking

1 forward to decorating Bootleg Alley so it's very  
2 beautiful between the water and Front Street.  
3 I've enclosed pictures and parcels in my package.

4 CHAIRPERSON FOOTE: I saw that,  
5 yes.

6 MS. ALPTEKIN: I currently own  
7 Olive Branch Cafe in Greenport.

8 So we're very excited about the  
9 project. And we have spoken to many people in the  
10 village over the past year about it. Everyone  
11 seems pretty receptive about what we're going to  
12 do.

13 CHAIRPERSON FOOTE: Okay. Does  
14 anybody have any questions at this time about this  
15 application?

16 MEMBER COTUGNO: Usually we get,  
17 like, a floor plan and facade changes, like a  
18 regular drawing, rather than a photograph.

19 MS. ALPTEKIN: Oh. I do have  
20 architect plans, but I thought it was -- we are  
21 planning on moving the two picture windows down  
22 there. So an architect drew up the pictures, but  
23 I thought we had to get approved here before we  
24 submit that.

25 CHAIRPERSON FOOTE: You can just

1 supplement your application with that, with the  
2 drawings.

3 MS. ALPTEKIN: Okay. I can make  
4 six copies and submit it?

5 MEMBER COTUGNO: That would be  
6 fine.

7 MS. ALPTEKIN: The next time? Or  
8 do you want it before that?

9 CHAIRPERSON FOOTE: You can do it  
10 as soon as you can.

11 MS. ALPTEKIN: Sure.

12 CHAIRPERSON FOOTE: Bring it to the  
13 Building Department and you can supplement the  
14 application --

15 MS. ALPTEKIN: Perfect.

16 CHAIRPERSON FOOTE: -- for the  
17 submission.

18 MS. ALPTEKIN: Okay. I have it all  
19 ready. Thank you.

20 Were there any other questions?

21 CHAIRPERSON FOOTE: I don't think  
22 so.

23 MEMBER HAMMES: I have a question.  
24 Not for the applicant, it's more about policy for  
25 the village and the lawyers about waterfront

1 commercial and traditional uses which is before us  
2 because it is a conditional use in a waterfront  
3 commercial district.

4                   And I know over the years a number  
5 of these types of conditional uses have been  
6 approved in the waterfront commercial district,  
7 including the pre-existing store that was there.  
8 But I was just curious if there was any background  
9 on -- the way I read the code was the conditional  
10 uses are supposed to be associated with one of the  
11 principal uses under the commercial waterfront  
12 listing.

13                   So I just want to -- I have no  
14 problem with what you want to do, it's more of an  
15 overall concern about the continued approval of  
16 different types of activities in waterfront  
17 commercial zoned areas that are conditional uses.  
18 Again, the way I have read the code, and maybe I'm  
19 reading it wrong, I thought it was a conditional  
20 use it was really because it was associated with  
21 one of the principals.

22                   So that's not directed to you at  
23 all. It's just more of a question, comment,  
24 thought to the other members of the board, as well  
25 as to the village.

1                   CHAIRPERSON FOOTE: Okay. Rob,  
2 would you give your thoughts on that?

3                   MR. CONNOLLY: I think that's the  
4 way that the code reads, it's supposed to be that  
5 way. But historically, the village has, or the  
6 Planning Board has accepted other applications  
7 that don't specifically relate to that use.

8                   MEMBER HAMMES: I mean, obviously,  
9 there's a number of uses that were done like this.  
10 I'm just curious about how it got to that.

11                  MEMBER DOUGHERTY-JOHNSON: I think,  
12 partially, there were already existing businesses.  
13 Like, Claudio's is in that area. So it's been  
14 very broad --

15                  MEMBER HAMMES: That has the marina  
16 space, as opposed to --

17                  MEMBER DOUGHERTY-JOHNSON: Well,  
18 people with boats need to eat, too, or people with  
19 boats need to buy clothes. But I understand where  
20 you're coming from.

21                  CHAIRPERSON FOOTE: So the  
22 waterfront district -- so does everything along  
23 the south side of Front Street face the water?

24                  MEMBER HAMMES: Yes.

25                  CHAIRPERSON FOOTE: Well, cat is

1 out of the bag.

2 MEMBER COTUGNO: Pretty much, there  
3 was a fellow that used to come to every meeting  
4 several years ago. And he was a real, true  
5 waterfront use. And he used to complain that "How  
6 come you're approving all these non-waterfront  
7 uses?"

8 Like you said, I guess, number one,  
9 Greenport is kind of lax, but also, you could say  
10 it's related because people on boats buy food,  
11 they buy clothes, they buy this. But I guess that  
12 fellow is right in a way. If it's waterfront,  
13 it's waterfront. Which one is it? They can't all  
14 be waterfront because where would people shop and  
15 eat?

16 MEMBER HAMMES: Well, the other  
17 side is now.

18 MEMBER COTUGNO: Right.

19 ADMINISTRATOR PALLAS:  
20 Mr. Chairman, if I may. Just looking at the code  
21 for conditional uses, there is a difference  
22 between whether it abuts the water or it doesn't.  
23 If it doesn't, then there's no -- unless I'm  
24 reading this wrong myself, it doesn't say that it  
25 has to be associated. It's when is it abuts the

1 water. I think that's how it --

2 MEMBER HAMMES: I mean, that's  
3 helpful. It would have to abut the water, okay.

4 CHAIRPERSON FOOTE: Okay. So thank  
5 you, very much.

6 MS. ALPTEKIN: You're welcome.

7 CHAIRPERSON FOOTE: At this time,  
8 I'd like to schedule a public hearing on this. Is  
9 March 25 the next available day for that?

10 So you'll get that, and you'll get  
11 the additional drawings to us in the meantime.

12 MS. ALPTEKIN: Yes, I'll get them  
13 to you right away.

14 CHAIRPERSON FOOTE: And there will  
15 be a public hearing, and hopefully, at that point,  
16 we'll be able to make a decision.

17 MS. ALPTEKIN: So is the public  
18 hearing here in the same format?

19 CHAIRPERSON FOOTE: Yes, exactly.

20 MS. ALPTEKIN: So that just means  
21 people can come --

22 CHAIRPERSON FOOTE: We have to give  
23 the public the opportunity to discuss your  
24 application, either in support or in opposition.

25 MS. ALPTEKIN: Okay. Thank you

1 very much.

2 CHAIRPERSON FOOTE: You're welcome.

3 Thanks for coming here.

4 The next item is Number 6:

5 45 Front Street. A pre-submission conference with  
6 possible motion to schedule a public hearing for  
7 March 25, regarding the site plan application of  
8 Christoph Mueller. The applicant proposes to  
9 continue the conditional use of a restaurant  
10 establishment, replacing the store formerly known  
11 as "Industry Standard" to "ALPINA." This property  
12 is located in the waterfront commercial district  
13 and is not located in the historic district.  
14 That's Suffolk County Tax Map Number  
15 1001-5.-4-20.

16 Is there somebody on behalf of the  
17 applicant that wishes to speak?

18 MR. MUELLER: This is Christoph  
19 Mueller. I'm the owner of 45 Front Street  
20 Restaurant Corporation, which today, has some  
21 business under the D/B/A of Industry Standard.

22 And we're proposing to simply a  
23 name change to ALPINA. Alpina means Alps. And  
24 that's where I'm from. And if you'll allow me to  
25 serve different type of food from the past and

1 identifies with my -- where I'm from. And that's  
2 basically all.

3 So nothing will change. Bar would  
4 stay there, tables would be there. Everything is  
5 the same.

6 CHAIRPERSON FOOTE: What kind of  
7 food are you going to be serving there?

8 MR. MUELLER: Swiss food, Italian  
9 food. You know, in Switzerland we have many  
10 different traditions, although Switzerland is  
11 probably about the size of Rhode island, we speak  
12 four different languages. My part, I speak  
13 German, Italian part, French part, they speak a  
14 language called Romansh. And we will bring food  
15 from all these regions together at ALPINA. And  
16 it's kind of just a fun item to have a restaurant  
17 ALPINA at the ocean. But I'm going to have fun  
18 with it myself.

19 CHAIRPERSON FOOTE: Okay. Anybody  
20 have any questions?

21 MEMBER HAMMES: Are we only  
22 approving a change in the name and the sign? It's  
23 not a change in lease at all, right?

24 ADMINISTRATOR PALLAS: No. It's a  
25 continuation of a conditional usage, similar as

1 the prior application. So you would still need it  
2 to go through --

3 MEMBER HAMMES: Even though it's  
4 the same owner and the same --

5 ADMINISTRATOR PALLAS: It doesn't  
6 matter. It's a change. So it was one restaurant  
7 and now it's a different restaurant. So it is a  
8 continuation of a conditional use, which would  
9 require a site plan hearing.

10 CHAIRPERSON FOOTE: Okay. Thank  
11 you.

12 All right. We're ready to schedule  
13 this for a public hearing as well, on the same  
14 date, March 25, 2021.

15 I'm sorry, do I need a second in  
16 approval on scheduling it?

17 ADMINISTRATOR PALLAS: Yes. It's a  
18 motion.

19 CHAIRPERSON FOOTE: Rewind. A  
20 motion to schedule it for March 25.

21 May I have a second for public  
22 hearing?

23 MEMBER COTUGNO: Second.

24 CHAIRPERSON FOOTE: All those in  
25 favor?

1 (Chorus of ayes).

2 Public meeting is so scheduled for  
3 March 25.

4 Item 7: 123 Sterling Avenue. It's  
5 a pre-submission conference with possible motion  
6 to schedule a public hearing for March 25,  
7 regarding site plan application for 123 Sterling  
8 Avenue Corp., represented by Paul Pawlowski. The  
9 applicant proposes to modify the approved  
10 stipulated use from storage space on the first  
11 floor to indoor parking and modify the approved  
12 stipulated use on the second floor from open space  
13 to storage space. This property is located in the  
14 Waterfront Commercial District and is located in  
15 the Historic District. Suffolk County Tax Map  
16 Number is 1001-3.-5-15.4/16.5.

17 Is there somebody for the applicant  
18 who would like to come up and speak?

19 MR. PAWLOWSKI: Good afternoon.  
20 Paul Pawlowski, 123 Sterling. We're here to  
21 propose amendments to the stipulation, as well as  
22 site plan as follows.

23 First of all, it's to remove 21  
24 head-in parking spaces along Sterling Avenue and  
25 replace that with curbing, sidewalks, some green

1 space. And then there would be an internal  
2 drive-through on our property to accommodate  
3 access to the front door. That's the first  
4 amendment we're seeking support for.

5           The other is improved green space  
6 buffer areas around the property on Ludlum. We  
7 would increase the green space from roughly 3 feet  
8 to 15 feet by 135 feet to offer more green space  
9 areas to plant trees. The property line along the  
10 homes that neighbor 123 Sterling would, as you  
11 could see in the site plan, we're proposing to  
12 increase them slightly to allow for proper area to  
13 plant.

14           With the parking removal on  
15 Sterling, then our goal is to seek a variance with  
16 the Zoning Board, and obviously, the Planning  
17 Board approval to convert the already approved  
18 indoor parking -- indoor storage area, or a/k/a  
19 garage area, to allow for 12 parking spaces but  
20 within the same area.

21           The importance of that parking area  
22 inside is to have parking spaces that are in close  
23 proximity to the entrance of the building. If we  
24 take away the parking along Sterling and not have  
25 the parking in the garage, then they would be

1 walking well over 200 feet to the main entrance  
2 from the rear parking area.

3           So our main objective here today to  
4 propose is to remove parking along Sterling, allow  
5 the garage space to accommodate for parking spots,  
6 and increase the green space buffer.

7           We're not seeking second-floor  
8 storage. I did send that in, so just to be clear  
9 on that, we're keeping the entire footprint of the  
10 building exactly as approved, and the entire  
11 second floor space exactly as approved already.  
12 And we're not seeking that storage. So the goal,  
13 really, is based on parking and landscaping  
14 improvements.

15           We still can meet the parking code,  
16 and we're truly looking for, you know, your  
17 support in improving the site plan, not only for  
18 ourselves as the owners and developers, but also  
19 the neighborhood. It will -- by getting rid of  
20 those 21 head-in spots, the sidewalks will  
21 accommodate anyone from the village or the  
22 immediate neighborhood to walk to the dingy dock  
23 without having to walk behind cars. So we think  
24 it's a drastic improvement in traffic flow,  
25 overall site plan layout. We've worked with the

1 neighborhood SBA and immediate neighbors to kind  
2 of improve this site plan from what was already  
3 improved from many years ago. Not only with this  
4 potential amendment and proposal before you, but  
5 we're also, with the Village Board's approval, try  
6 to improve the dingy dock area, to put in a new  
7 floating dock, and clean that area up as well.

8 We worked with SBA members to  
9 improve the aesthetics of the building while  
10 working with the -- not the exact approved  
11 building, but adding, you know, certain aesthetic  
12 elements to improve it from what it was.

13 So the truth is we're here to ask  
14 for your support on those amendments. And I'm  
15 here to answer any questions you may have.

16 CHAIRPERSON FOOTE: Okay. Thank  
17 you.

18 Does anybody have any questions?

19 MEMBER COTUGNO: What is the  
20 variance needed for now?

21 MR. CONNOLLY: Indoor parking.

22 MEMBER COTUGNO: Because they don't  
23 allow indoor parking?

24 MR. CONNOLLY: Correct. It's a use  
25 variance.

1 MEMBER COTUGNO: What's that?

2 MR. CONNOLLY: It's a use variance  
3 for the parking.

4 MEMBER HAMMES: I thought there was  
5 an area variance also, am I wrong about that?

6 MR. PAWLOWSKI: So the area  
7 variance is the change for the 21 parking spaces.  
8 I don't -- correct. So there's a use of the  
9 parking spaces within the approved garage and the  
10 area variance, technically speaking, is the  
11 removal of the 21 parking spaces; however, we  
12 still meet the code even with that removal.

13 CHAIRPERSON FOOTE: So there's a  
14 net loss of nine spaces?

15 MR. PAWLOWSKI: Correct.

16 CHAIRPERSON FOOTE: Okay. And you  
17 said the 12 spaces are advantageous to provide  
18 closer proximity, but clearly, there will be more  
19 than 12 occupants in the building, right?

20 MR. PAWLOWSKI: Correct. But we're  
21 trying to work with what we have in terms of  
22 space, code, driving at least, so we can  
23 accommodate for 12 spaces, which will help with  
24 mitigating the loss of the 21 spaces along  
25 Sterling.

1                   CHAIRPERSON FOOTE: How do you plan  
2 to allocate those 12 spaces? You're just going to  
3 pick a certain number of units that will be --

4                   MR. PAWLOWSKI: Correct. So --

5                   CHAIRPERSON FOOTE: -- associated  
6 with those?

7                   MR. PAWLOWSKI: -- our goal is --  
8 the building is set up, let's just say the 12  
9 market rate are closer to the east, so the parking  
10 spaces would accommodate the five affordable-rate  
11 units to the west. They would get the first  
12 immediate parking spaces on the outside, extending  
13 their walk from their to car, which is  
14 approximately 40 to 60 feet. Versus -- because  
15 they're not at the east side of the building. So  
16 to answer that question, those 12 would go to the  
17 market rate because they got out of their car in  
18 the parking garage, it's roughly 60 to 70 feet to  
19 the stairs or elevator, and so that would be  
20 better than 200-plus feet.

21                   CHAIRPERSON FOOTE: So the --  
22 remind me, what is the the allocation? The ratio  
23 of market to below market units?

24                   MR. PAWLOWSKI: It's 12 and 5.  
25 Roughly, I'd say, what, 30-something percent is

1 allocated to the resident restricted five  
2 affordable units.

3 MEMBER HAMMES: And that hasn't  
4 changed from what's on the submission?

5 MR. PAWLOWSKI: No. To speak on  
6 behalf of that, the one goal before the Village  
7 Board is to improve the length of flip tax from  
8 two years to seven years. So the goal behind that  
9 intent is so somebody doesn't just come and buy it  
10 to flip.

11 Other than that, the units stayed  
12 the same, the price point has stayed the same, and  
13 the overall density of the property has stayed the  
14 same.

15 MEMBER HAMMES: Are they located in  
16 the same place as they are on the floor plan in --

17 MR. PAWLOWSKI: Nothing on the  
18 floor plan has changed.

19 MEMBER HAMMES: That's why I want  
20 to know if the floor plan --

21 MR. PAWLOWSKI: Correct. Nothing  
22 has changed, even on the second floor because we  
23 removed the request for storage.

24 CHAIRPERSON FOOTE: The commercial  
25 space that still remains intact, what is the

1 anticipated usage of that space?

2 MR. PAWLOWSKI: The anticipated use  
3 is Yacht club, art studio, art gallery. We're  
4 trying to pick uses that are waterfront commercial  
5 by code and somewhat lower impact than, say, a  
6 restaurant or retail situation.

7 MEMBER DOUGHERTY-JOHNSON: But some  
8 of the parking is taking away from the commercial  
9 space; is that correct?

10 MR. PAWLOWSKI: Two spots. So out  
11 of the 12, roughly two are infringing on the  
12 commercial spaces.

13 MEMBER DOUGHERTY-JOHNSON: So the  
14 rest --

15 MR. PAWLOWSKI: So the commercial  
16 space is --

17 MEMBER DOUGHERTY-JOHNSON: -- is  
18 going to replace the storage for the apartments?

19 MR. PAWLOWSKI: I'm sorry?

20 MEMBER DOUGHERTY-JOHNSON: The  
21 other space is storage, right? You're saying  
22 you're making storage space into parking space?

23 MR. PAWLOWSKI: So just to clear it  
24 up. So the first floor is comprised of roughly  
25 4,200 square foot of garage space. We're at --

1                   MEMBER DOUGHERTY-JOHNSON: Garage,  
2 like for indoor parking or garage, like --

3                   MR. PAWLOWSKI: No. Garage where  
4 your car can go. So it's a little confusing. And  
5 now we're at 4,500 square feet and still 10,300  
6 square foot of commercial space.

7                   So right now it's perceived and  
8 approved as open to above storage garage space.  
9 So picture your house garage but not the car  
10 inside. So it's either for marina-type things,  
11 like a kayak, or a car.

12                   So there's not -- in terms of  
13 building issues, like codes, sprinkler systems,  
14 fire separations, there's zero change. We're  
15 accommodating this as if it is a garage, whether  
16 you put in a backpack blower, or a car. So  
17 there's a sprinkler system, there's two hour --  
18 across the board, there's zero code requirement  
19 changes, it's still ADA compatible. It's  
20 everything across the Board. It's a unique  
21 situation because, I guess, there's nothing in the  
22 code for or against indoor parking in waterfront  
23 commercial. So we're here saying, "Let us put a  
24 car in there."

25                   MEMBER HAMMES: But is your

1 position -- I mean, obviously, this may be  
2 something to the use variance. But is it your  
3 position then that the area that will be parking  
4 still counts as part of the overall waterfront  
5 commercial square footage that was in the original  
6 stipulation agreement? Or has the amount of  
7 square footage dedicated to waterfront commercial  
8 operations been reduced by this. And if so, how  
9 much?

10 MR. PAWLOWSKI: Roughly 300 square  
11 feet. Two parking spots, which are 10 by 15.

12 CHAIRPERSON FOOTE: That's not what  
13 she --

14 MEMBER HAMMES: You're saying the  
15 rest of it --

16 MR. PAWLOWSKI: So to be more  
17 clear, because I just answered at the end, so the  
18 overall commercial space was roughly 10,300 square  
19 feet. Now it's 10,200 square feet. And the rest  
20 was always deemed storage.

21 CHAIRPERSON FOOTE: So in other  
22 words, the original design plan that called for  
23 garage storage was not deemed a commercial  
24 component?

25 MR. PAWLOWSKI: A commercial

1 storage component, yes.

2 CHAIRPERSON FOOTE: So I think that  
3 was her --

4 MEMBER HAMMES: The drawings --  
5 I've put the drawings in front of me, they have  
6 the stipulation agreement. I looked at them, and  
7 I don't think the word "parking" or "garage"  
8 appears on them. I think it talks about it  
9 waterfront commercial and storage.

10 MR. PAWLOWSKI: Yeah. There's an  
11 area on the approved stipulation drawings, which  
12 you should have, is open to above commercial  
13 storage space.

14 MEMBER HAMMES: Understood. But it  
15 doesn't say "parking," right?

16 MR. PAWLOWSKI: No, it does not.  
17 It's commercial storage.

18 MEMBER HAMMES: So we can all agree  
19 whether or not it's a loss of all of that, where  
20 it could have been storage from waterfront  
21 commercial, not parking.

22 MR. PAWLOWSKI: Technically. But  
23 it's approved with a garage door.

24 MEMBER HAMMES: Understood. But  
25 you could have ship building or waterfront --

1 MR. PAWLOWSKI: Storage, yeah.

2 MEMBER HAMMES: -- clearly that is  
3 waterfront commercial as opposed to calling that  
4 parking that is ancillary to the residence.

5 MR. PAWLOWSKI: Correct.

6 CHAIRPERSON FOOTE: Are you  
7 amenable -- going back to the parking spaces. Are  
8 you amenable -- would you consider the allocation  
9 of those spaces and the ratio of market and  
10 non-market units? So, you know, of the 12, you  
11 know, 5/12, whatever that would be, would go for  
12 the non-market units?

13 MR. PAWLOWSKI: I'm going to say  
14 no. But the rationale behind that is proximity to  
15 the units. So the closest exterior units are  
16 closest to the affordable units. The indoor  
17 spaces would then be within reasonable walking  
18 distance to the market rate units.

19 So there's roughly six spaces right  
20 at the garage door that would be allocated to the  
21 affordable units that are the closest parking  
22 spaces, on the outside, to those units. So the  
23 whole rationale here is let's remove it along  
24 Sterling, but still allow for parking to be  
25 reasonable walking distance.

1                   CHAIRPERSON FOOTE: I'm not sure I  
2 follow. So you're saying the parking spaces that  
3 would be in the garage, the 12 spaces, are they in  
4 closer proximity to the market units?

5                   MR. PAWLOWSKI: Correct. Four of  
6 those market units. Meaning, the distance from  
7 those exterior spots to the nearest market rate,  
8 is reasonable and is no further than the five  
9 outdoor spaces to the first resident affordable  
10 apartments.

11                   Does that make sense?

12                   CHAIRPERSON FOOTE: I think so.

13                   MR. PAWLOWSKI: So we have roughly,  
14 and I just know this because of the -- so we have  
15 roughly 50 to 60 feet to the first affordable  
16 unit, if they're parking on the outside. We have  
17 roughly 50 to 60 feet to the first market rate  
18 unit, if they're parking on the inside because it  
19 goes west to east in terms of parking.

20                   CHAIRPERSON FOOTE: And the parking  
21 spaces in the lot, the outdoor lot, the spaces  
22 that are closest to the building are going to be  
23 earmarked for the affordable units?

24                   MR. PAWLOWSKI: Correct.

25                   CHAIRPERSON FOOTE: Okay.

1 MR. PAWLOWSKI: To make it  
2 efficient parking for all within similar walking  
3 distance. Obviously, the units farthest to the  
4 east have the longest walk because all parking is  
5 west to the building or the west parking lot, but  
6 it gradually is relative. And those would be  
7 earmarked as roughly five or six. Right next to  
8 the building it would be earmarked for the  
9 resident restricted.

10 CHAIRPERSON FOOTE: Okay.

11 MEMBER HAMMES: Are the parking  
12 spots going to be owned? Like, do they trade with  
13 the apartments or are they just assigned?

14 MR. PAWLOWSKI: Correct. So they  
15 do -- they're assigned and trade. So they're  
16 identified to parking lot or Parking Space 1 to  
17 Condo 1.

18 MEMBER HAMMES: And so when that's  
19 sold, that goes with it at all times? It never  
20 changed?

21 MR. PAWLOWSKI: Yup. Yes.  
22 Correct. It's just so someone's not parking  
23 there. And honestly, indoor or outdoor, that's  
24 going to be the case so people can expect to have  
25 their parking space.

1                   MEMBER HAMMES: And then the  
2 related question on the commercial -- the  
3 waterfront commercial area and you said it's not  
4 parking. How is that going to work? Is that  
5 going to be owned by you and rented out as --

6                   MR. PAWLOWSKI: No. Our goal is to  
7 sell a condo with a waterfront commercial space  
8 and look for buyers that are in need of that space  
9 as well.

10                  MEMBER HAMMES: With the  
11 understanding that what they'll be using it for  
12 has to be one of the principal waterfront  
13 commercial uses and --

14                  MR. PAWLOWSKI: We're not only --

15                  MEMBER HAMMES: -- not a  
16 conditional use.

17                  MR. PAWLOWSKI: Yeah. We're not  
18 only going to -- the best way to protect that use  
19 is they're going to be covenanted to the specific  
20 to those three uses for the long-term. They can't  
21 change it.

22                  MEMBER HAMMES: Which specific  
23 three uses?

24                  MR. PAWLOWSKI: Yacht club, art  
25 studio, art gallery.

1                   MEMBER HAMMES: And when you say  
2 "yacht club," what do you mean? Because, I mean,  
3 a yacht club is people getting together to --  
4 boats.

5                   MR. PAWLOWSKI: Yeah. One of those  
6 uses or similar type. I have two potential  
7 buyers. One sells boats on the internet, he  
8 doesn't have inventory. He needs his office  
9 space. So that's kind of the goal with that  
10 space.

11                   MEMBER HAMMES: So that's -- so you  
12 said three. So I have you referring to yachts --  
13 I mean yacht clubs, galleries, and studios. But  
14 you're referring to a fourth thing, then?

15                   MR. PAWLOWSKI: No. Within that  
16 yacht club space it would be a good potential use  
17 for that yacht club --

18                   MEMBER HAMMES: That's a permitted  
19 use under the code, right? Boat sales, rental  
20 service, repair and storage?

21                   MR. PAWLOWSKI: Correct. So you --

22                   MEMBER HAMMES: So -- sorry, I just  
23 want to be clear.

24                   MR. PAWLOWSKI: Yup.

25                   MEMBER HAMMES: Are they going to

1 be covenanted with only a subset of permitted  
2 uses?

3 MR. PAWLOWSKI: Correct.

4 MEMBER HAMMES: Or are they going  
5 to be covenanted as long as it's a permitted use?

6 MR. PAWLOWSKI: As long as it's a  
7 permitted use.

8 MEMBER HAMMES: And under no  
9 circumstances, the covenant -- opposed to what we  
10 can do won't permit them to go for a conditional  
11 use?

12 MR. PAWLOWSKI: Correct.

13 MEMBER DOUGHERTY-JOHNSON: And the  
14 fact that it's just one commercial space, or --

15 MR. PAWLOWSKI: No. Because of the  
16 size of it, we would never fill it. So it's going  
17 to be 12 spaces.

18 MEMBER DOUGHERTY-JOHNSON: 12  
19 spaces.

20 CHAIRPERSON FOOTE: There's 12  
21 spaces?

22 MR. PAWLOWSKI: In 10,000 square  
23 foot of space.

24 MEMBER HAMMES: I mean, it's kind  
25 of hard, frankly, to imagine that as a yacht club,

1 based on the size. I can see it as a studio or a  
2 gallery space, but I don't see how you could in  
3 good faith argue that that's a yacht club  
4 operating based in the limited spaces.

5 MR. PAWLOWSKI: Similar in size to  
6 the yacht club that's already down the street.

7 MEMBER HAMMES: That's a house.

8 MR. PAWLOWSKI: It's a yacht club.

9 MEMBER HAMMES: I understand. It's  
10 more square footage than what you're talking about  
11 in the subdivision.

12 MR. PAWLOWSKI: Clear span square  
13 footage? I don't think it's more at all.  
14 Actually, some of these are 800 square feet.

15 CHAIRPERSON FOOTE: So these 12  
16 spaces, just walk me through the floor plan here.  
17 This is, like, loft space?

18 MR. PAWLOWSKI: No. So you come in  
19 the entrance, you have a center lobby that  
20 deviates to a center corridor. And each person  
21 has their own entrance to their own space on the  
22 first floor. It's not connected by a staircase or  
23 a duplex at all.

24 CHAIRPERSON FOOTE: But I thought  
25 the reason that you withdrew, in your latest

1 amendment, the storage on the second floor, we got  
2 rid of that second floor above this commercial  
3 space?

4 MR. PAWLOWSKI: That's never been  
5 there.

6 MEMBER HAMMES: That's just above  
7 the parking.

8 MR. PAWLOWSKI: That's just above  
9 the parking.

10 CHAIRPERSON FOOTE: Oh, okay.

11 MR. PAWLOWSKI: And I just -- I  
12 withdrew the storage for technical development  
13 issues. We don't want to get into air exchange,  
14 we don't want to deal with any of the storage on  
15 the second-floor space. The condos have enough  
16 closet space.

17 And we also want to make sure that  
18 people feel comfortable that they won't actually  
19 increase any of the already approved residential  
20 space that's on the second and third floor. So by  
21 so by leaving it open to above, we know what it is  
22 now and in the future.

23 MEMBER HAMMES: So going back to  
24 these spaces. There's 12 of them. So you're  
25 envisioning that one will trade with each

1 apartment?

2 MR. PAWLOWSKI: Yup.

3 MEMBER HAMMES: And it will be --  
4 well, I mean, if that's going to be the case, each  
5 one is going to come with one of these and the  
6 owner is only subject to what permitted uses are?

7 MR. PAWLOWSKI: Yes.

8 MEMBER HAMMES: And they wouldn't  
9 be able to use it for storage in that case --

10 MR. PAWLOWSKI: Correct.

11 MEMBER HAMMES: -- because that  
12 would be ancillary to the residential use?

13 MR. PAWLOWSKI: Correct. But  
14 they're sizeable --

15 MEMBER HAMMES: Will they be able  
16 to rent them out?

17 MR. PAWLOWSKI: Nope.

18 MEMBER DOUGHERTY-JOHNSON: It seems  
19 like -- I don't know the legality of this, but  
20 like, the spirit of waterfront commercial is,  
21 like, actual business. Whereas this seems like if  
22 you have enough money to buy a condo and, like, be  
23 able to say, I have an art studio, you know,  
24 you're not letting people really, like, have  
25 business. You're allowing them to have a nice

1 place to live.

2 MR. PAWLOWSKI: Yeah.

3 MEMBER DOUGHERTY-JOHNSON: Which I  
4 understand, like, you're in a --

5 MR. PAWLOWSKI: I'll agree to  
6 disagree, as well. I have two artists that are  
7 clamoring at the opportunity to have their art  
8 studio below their home because -- and this is all  
9 a derivative from COVID. We were originally going  
10 to do a big yacht club, 10,000 square foot, with  
11 either storage or parking, you know, before we  
12 bought it. And, you know, I'm just giving you my  
13 strategy as the buyer. Then COVID happened, and  
14 that space would not be used right now. So we're  
15 trying to give that person their own space to do  
16 what they need to do. And there's a lot of  
17 professional spaces, waterfront included, that  
18 love the situation.

19 And I actually understand your  
20 concern. It's valid. But I think it's going to  
21 be a very good incubator for commercial waterfront  
22 spaces.

23 MEMBER HAMMES: Yeah, I'd like to  
24 see what the covenant is going to look like,  
25 frankly.

1 MR. PAWLOWSKI: I'm sorry?

2 MEMBER HAMMES: I'd like to see  
3 what the covenant is going to look like.

4 MR. PAWLOWSKI: Absolutely. Yeah,  
5 no problem.

6 MEMBER HAMMES: Because I still am  
7 somewhat confused by what you're saying in terms  
8 of what's actually going to be permitted in there.

9 MR. PAWLOWSKI: Yup.

10 MEMBER HAMMES: I mean, galleries  
11 and studios are specific to art, so that's not a  
12 general office space.

13 MR. PAWLOWSKI: Yup.

14 MEMBER HAMMES: So if it's that and  
15 yacht clubs, then what you're probably saying is  
16 the rest is going to be a yacht club. It's just a  
17 parking space to the --

18 MR. PAWLOWSKI: It's Number 1 on  
19 the commercial code, and --

20 MEMBER HAMMES: I understand. But  
21 it all depends on what you think a yacht club is.  
22 And this is all determined on what the Village --

23 MR. PAWLOWSKI: Yup.

24 MEMBER DOUGHERTY-JOHNSON: And  
25 they'll never be able to be separated?

1 MR. PAWLOWSKI: No.

2 MEMBER DOUGHERTY-JOHNSON: Like,  
3 you can't buy the condo and keep the space.

4 MR. PAWLOWSKI: Here's the thing  
5 with condos, you can't really change the rules  
6 after the fact. It's a lot more stringent than  
7 the Village Code, the attorney general's clauses.

8 CHAIRPERSON FOOTE: What is the --  
9 is the square footage the 12 spaces varied? Or --

10 MR. PAWLOWSKI: Within 100 square  
11 foot.

12 CHAIRPERSON FOOTE: What is it?

13 MR. PAWLOWSKI: 600 to 750.

14 MEMBER DOUGHERTY-JOHNSON: Looks  
15 like some of them are 400.

16 MR. PAWLOWSKI: Two are roughly 500  
17 square feet.

18 MEMBER DOUGHERTY-JOHNSON: 452?

19 MR. PAWLOWSKI: Yeah. So inside  
20 dimensions 450 to roughly 801. It's square  
21 footage.

22 CHAIRPERSON FOOTE: Are these  
23 all -- what side -- they're facing which side?  
24 Are they facing the water?

25 MR. PAWLOWSKI: Both sides. So we

1 have four on the north side of the building and  
2 the balance on the east and south side of the  
3 building. So it's a center hallway dividing 12  
4 waterfront commercial spaces.

5 MEMBER DOUGHERTY-JOHNSON: On  
6 Sterling, right?

7 MR. PAWLOWSKI: Correct.

8 MEMBER DOUGHERTY-JOHNSON: Towards  
9 the dock?

10 MR. PAWLOWSKI: Yeah. The entrance  
11 has always stayed on Sterling. We're not changing  
12 the building. And that heightens the need for  
13 still having our own on-property access point, but  
14 not 21 parking spaces.

15 MEMBER DOUGHERTY-JOHNSON: That's  
16 only the commercial spaces or that's also the  
17 apartments?

18 MR. PAWLOWSKI: Both. There's  
19 actually two entrances. There's the entrance off  
20 Sterling, and then there's the entrance off -- or  
21 there's a storage garage or a parking garage into  
22 the spaces.

23 MEMBER COTUGNO: How wide is that  
24 driveway in the front?

25 MR. PAWLOWSKI: It's single lane,

1 so you would come -- so we're already approved for  
2 two curb cuts, let's call it. So you would pull  
3 in at the pre-existing curb cut that's there now,  
4 head east down one lane, roughly 15-foot wide  
5 alleyway to a, let's call it an off-loading zone  
6 at the main entrance.

7           It will be beneficial for people  
8 that need the elevator, or UPS that needs to use  
9 the building instead of sitting on Sterling.

10           So we still need that access point,  
11 but we're reducing -- with the proposed amendment,  
12 we're reducing the 21 cars head-in with no  
13 sidewalks.

14           MEMBER COTUGNO: Yeah, the green  
15 space out front as opposed to the perpendicular  
16 parking is a big improvement. I just wondered if  
17 you really need the driveway. You can't have foot  
18 paths up to the entrance, like a normal house has?

19           MR. PAWLOWSKI: Well, we definitely  
20 need the -- so it's interesting. We definitely  
21 need the entrance that's there already, which is  
22 already -- it's there already on the site plan.  
23 And we need an entrances to close proximity to the  
24 entrance. And by having the internal road, we  
25 still can do the green space between Sterling and

1 the internal road. But if we didn't have the  
2 connection that area we would need in front of the  
3 main road would be much bigger than the proposed,  
4 in terms of curb cut.

5 MEMBER COTUGNO: I didn't mean a  
6 curb cut, I just meant a foot path to go to  
7 Sterling.

8 MR. PAWLOWSKI: No, I get that. My  
9 point is, that internal road offers the ability of  
10 that curb cut in front of the front door to be  
11 much less in size than if it was not a road  
12 between, and they had to pull in the UPS truck.  
13 It would go from roughly 18 feet to probably 45  
14 feet because you would need basically a semicircle  
15 in front of the main entrance, in terms of meeting  
16 code and egress.

17 CHAIRPERSON FOOTE: Is any part of  
18 the second floor waterfront commercial?

19 MR. PAWLOWSKI: No.

20 CHAIRPERSON FOOTE: When was that  
21 modified? Because that was part of the original  
22 set, wasn't it?

23 MR. PAWLOWSKI: The only  
24 second-floor space, and there's no floor on it,  
25 it's air. So there's -- I think the intent of the

1 second floor open to above is -- there was  
2 never -- there was, I guess, an agreement to never  
3 have any sort of outside storage. So they wanted  
4 to accommodate high storage. So that's the reason  
5 for the garage area to be taller ceilings than,  
6 say, ten foot.

7 MEMBER HAMMES: That's my point.  
8 Which was I think what was envisioned was to  
9 exercise down.

10 MR. PAWLOWSKI: I'm sure because of  
11 what was there when they thought of all this. It  
12 was a much different -- looking at old pictures of  
13 the Oyster Factory and the end of the road, it was  
14 much different. The whole road was a parking lot  
15 back in the day, in a way. And I think there was  
16 a totally different visual of the whole end of the  
17 road.

18 So with that said, I understand how  
19 they came to certain conclusions with all that.

20 CHAIRPERSON FOOTE: What I don't  
21 understand is: This did call for that and you got  
22 a building permit. Did the building permit ignore  
23 that? What happened?

24 MR. PAWLOWSKI: No. So to answer  
25 that question: Zero change to the building

1 permit, in terms of that space you're referring  
2 to. The I-beams are the same, the space, the --  
3 everything is the same. So nothing was ignored in  
4 terms of building permit.

5 CHAIRPERSON FOOTE: But the step  
6 assumed or contemplated that it was, like, a, you  
7 know, in that one-third of the area was going to  
8 be the double-floor ceiling height. But you  
9 didn't have that in your building permit  
10 application.

11 MR. PAWLOWSKI: I did. It hasn't  
12 changed.

13 CHAIRPERSON FOOTE: It did -- so  
14 now I'm confused.

15 MR. PAWLOWSKI: It's exactly the  
16 same as the drawing.

17 MEMBER DOUGHERTY-JOHNSON: So wait.  
18 The commercial unit will have two stories --

19 MR. PAWLOWSKI: No.

20 MEMBER HAMMES: Only the piece  
21 where the parking is.

22 MR. PAWLOWSKI: Only the garage  
23 area has double ceiling. And that's never  
24 changed --

25 CHAIRPERSON FOOTE: Okay.

1 MR. PAWLOWSKI: -- down to the  
2 I-beams.

3 MEMBER DOUGHERTY-JOHNSON: There  
4 was a second floor?

5 MEMBER HAMMES: With apartments on  
6 here on the original drawings, this is just like  
7 it is. It's above. What would have had to be  
8 envisioned that required very high ceilings in  
9 that area.

10 So I would, in all due respect,  
11 argue that it's not 300 square feet that's being  
12 lost. It's the whole of the parking area.  
13 Because I do believe that even though you're  
14 saying it's storage and parking, that's not what  
15 people originally envisioned. But again, there's  
16 still waterfront commercial there.

17 So -- but yeah, that's the -- I  
18 looked at the plans this morning. I didn't print  
19 them out, but it was floor to floor.

20 MR. PAWLOWSKI: I agree with that.  
21 And I'm not going to argue that. But I would also  
22 say that the goal today is to be transparent on  
23 the potential cars parking there. And there's 60  
24 spots on the property. There might be a tenant  
25 that doesn't put their car in there but puts

1 something, whether it's a little boat or  
2 something. And what's nice about that is we'll  
3 meet the code, whatever they put it in.

4 MEMBER HAMMES: Understood. But I  
5 feel like saying you're only losing 300 square  
6 feet waterfront commercial allowing for parking.  
7 So I'm not sure that's --

8 MR. PAWLOWSKI: I think that's  
9 where the area variance and the use comes in.

10 MEMBER HAMMES: So I have a kind of  
11 different question, circling back to the rental  
12 units. I mean, obviously they are going to be  
13 named condo or co-op. Are the owners of the  
14 affordable housing units also going to be paying?  
15 Will those be at the same rates?

16 MR. PAWLOWSKI: So there's no  
17 rentals. Everything is for sale. So yea.  
18 Prorated, yes. So everyone, by law with the  
19 attorney general's office, has to pay the common  
20 areas based on their square footage.

21 MEMBER HAMMES: So even though  
22 they're going to be set at \$175,000 to buy in,  
23 somebody is going to have to have enough income to  
24 show that they can cover those fees on an ongoing  
25 basis.

1 MR. PAWLOWSKI: Correct.

2 MEMBER HAMMES: And those fees  
3 could change over time, due to assessments,  
4 correct?

5 MR. PAWLOWSKI: Yes. The main fee  
6 will be property tax adjustments and basic  
7 maintenance inflation.

8 CHAIRPERSON FOOTE: Do you have any  
9 idea what the maintenance charge will be for a  
10 standard unit?

11 MR. PAWLOWSKI: For which unit?

12 CHAIRPERSON FOOTE: Well, it's  
13 basically per square footage, right?

14 MR. PAWLOWSKI: Yeah. So I would  
15 say the affordable units, the maintenance rates  
16 will be \$400 a month, and market rates will  
17 probably be \$700.

18 CHAIRPERSON FOOTE: Mm-hm.

19 MR. PAWLOWSKI: Plus property tax,  
20 whatever that ends up being. And I don't actually  
21 know that answer yet.

22 MEMBER HAMMES: Will they be taxed  
23 as everything else? Or some other tax?

24 MR. PAWLOWSKI: No, it's a standard  
25 tax rate for every unit. The nice thing for the

1 affordable rate units is they will not be paying  
2 prorated if this is --

3 MEMBER HAMMES: The assessment --

4 MR. PAWLOWSKI: Yeah. They won't  
5 be paying for the parking spaces.

6 CHAIRPERSON FOOTE: But they will  
7 be paying their share of the maintenance and the  
8 village, so.

9 MR. PAWLOWSKI: Yeah. The  
10 landscaping, maintenance.

11 MEMBER HAMMES: But if the  
12 property -- I don't know how property tax works on  
13 a waterfront building. Everything that's gotten  
14 built in the village or significantly rehabbed  
15 have seen their taxes go up compared to people who  
16 have lived here for 25, 30, 40, 50 years.

17 CHAIRPERSON FOOTE: If it's new  
18 construction it's going to be significant,

19 MEMBER HAMMES: The taxes are going  
20 to be significant. So again, I'm just concerned  
21 about how affordable these actually are, that's  
22 where I'm going. I understand to buy in is  
23 \$175,000, but it ends up that the actual carrying  
24 costs are \$1,500 or \$2,000 a month --

25 MR. PAWLOWSKI: No.

1                   MEMBER HAMMES: -- that is not an  
2 insignificant amount of money.

3                   MR. PAWLOWSKI: It won't be that.  
4 But I agree with you. It's a unique situation.  
5 Affordable restricted apartments in the same  
6 building as market rate, and that's why it's a  
7 tough situation.

8                   But from the brick-and-mortar  
9 estimates we've gotten back, and brick-and-mortar  
10 is a good scenario for an estimate on property  
11 taxes because they're looking at the plans, the  
12 length, you know, normally, to make a long story  
13 short, the brick-and-mortar tax estimates are  
14 normally more expensive than reality because  
15 they're looking at every inch. And AC units, the  
16 bulkheads, everything. So I would venture to say  
17 those affordable units will be around \$1,100  
18 all-in with property taxes, based on  
19 brick-and-mortar. The only reason why I'm  
20 hesitant to say that exact number is because who  
21 really knows what the assessment is going to do.

22                   MEMBER HAMMES: Well, yeah. That's  
23 kind of what I'm wondering.

24                   Paul, I'm not that familiar, I'm  
25 not familiar at all, what the guidelines are for

1 affordable housing in the village. Are there  
2 income restrictions?

3 ADMINISTRATOR PALLAS: The -- our  
4 housing authority only manages Section 8  
5 housing --

6 MEMBER HAMMES: Okay.

7 ADMINISTRATOR PALLAS: -- and those  
8 are done by HUD guidelines, and I'm not familiar  
9 with them. But my understanding of the  
10 stipulation is that it's independent of that. The  
11 Village Board is setting the parameters, if I  
12 remember that section of the stipulation  
13 correctly.

14 MEMBER HAMMES: I mean, it refers  
15 to the Village of Greenport Affordable Housing  
16 Residency Restrictions.

17 MR. PAWLOWSKI: There is none.

18 ADMINISTRATOR PALLAS: Yeah. I  
19 don't believe there is one. I have not been able  
20 to find what that is referring to.

21 MEMBER HAMMES: And the flip tax  
22 would go to the housing authority?

23 ADMINISTRATOR PALLAS: Say again?

24 MEMBER HAMMES: The flip tax would  
25 go to the housing authority.

1 ADMINISTRATOR PALLAS: To be --

2 MEMBER HAMMES: So in other words,  
3 there's still a lot of thinking that has to be  
4 done to see how this is going to work so that your  
5 other residents are going to be comfortable that  
6 the tenants have the wherewithal to pay those  
7 carrying costs.

8 MR. PAWLOWSKI: Absolutely.

9 CHAIRPERSON FOOTE: They're not  
10 tenants, they're owners.

11 MR. PAWLOWSKI: Yeah.

12 CHAIRPERSON FOOTE: But that raises  
13 the ultimate question I had. Has -- the Village  
14 has already decided it wants to go in that  
15 direction for ownership, as opposed to making them  
16 rental units. Is that still on the table or is  
17 that --

18 MR. PAWLOWSKI: Yeah. They're in a  
19 main building. The original goal was to put them  
20 in a separate building, and then either rental or  
21 for sale. Then their HOA fees are specific to  
22 that building, versus -- but if they're in the  
23 main building with attorney general approval,  
24 they're all for sale.

25 CHAIRPERSON FOOTE: Why can't

1 you -- that's not necessarily the case. You can  
2 still have a condominium plan where you have a  
3 separate unit that becomes -- that is composed of  
4 the affordable units that are, in turn, rental  
5 units.

6 MR. PAWLOWSKI: So as the owner and  
7 sponsor, we don't want the longevity of managing  
8 rental units in the same building.

9 CHAIRPERSON FOOTE: Why is that?

10 MR. PAWLOWSKI: We just don't want  
11 to.

12 MEMBER DOUGHERTY-JOHNSON: Unless  
13 it's --

14 CHAIRPERSON FOOTE: You can  
15 understand why raising this issue of affordability  
16 when you have all these significant carrying  
17 costs --

18 MR. PAWLOWSKI: I completely agree.  
19 That's why I proposed a different scenario. But  
20 since that was --

21 CHAIRPERSON FOOTE: You mean with  
22 the other building?

23 MR. PAWLOWSKI: Yup. But as the  
24 owner and sponsor, we're not going to stay on for  
25 the long haul and manage five rentals in this

1 building. We would if it was in its own building,  
2 but we feel there's too many strings attached in  
3 terms of -- we want people to feel like they're  
4 owners. If it's one building, they all own this.  
5 We don't want it to be transient mixed with  
6 full-time owners or whatever.

7                   And not to sound stark of that.  
8 I'm a big advocate of these units, and I look  
9 forward to doing many more in Southold Town, and  
10 if I can, in the Village. But not in the same  
11 building. It's too sticky.

12                   MEMBER HAMMES: This is more  
13 directed to Paul because he interacts with the  
14 trustees. I have some concerns about the flip  
15 structure and the stipulation agreement. And the  
16 fact that it only lasts for two years and it's  
17 only 25 percent of the rate at \$175,000 without  
18 any inflation. I think it's a real recipe for  
19 some abuse there, but that will need to be  
20 carefully looked at by the village in terms of  
21 dealing with this --

22                   MR. PAWLOWSKI: Well, we're trying  
23 to improve on that so that it's 7 years and 40  
24 percent. And then \$175,000 --

25                   MEMBER HAMMES: But you tried

1 increasing the price and the village --

2 MR. PAWLOWSKI: The \$175,000, these  
3 units cost double that to build. They're not  
4 triple.

5 MEMBER HAMMES: I understand that.

6 MR. PAWLOWSKI: Yeah. I think  
7 overall we're here to improve and not ask for too  
8 many changes. And that's where we have gotten  
9 over the last almost two years.

10 CHAIRPERSON FOOTE: Anybody else  
11 have anything they want to add?

12 MEMBER HAMMES: Just as a process  
13 matter. So what we're ultimately going to be  
14 doing is we're going have to approve an amendment  
15 and then also do a de novo review of the proposed  
16 site plan; is that correct?

17 ADMINISTRATOR PALLAS: I'll defer  
18 to the attorney.

19 MEMBER HAMMES: Already an -- did  
20 we have how is the amendment work to the  
21 stipulation agreement? Does that get written up  
22 by the Village's attorney?

23 ADMINISTRATOR PALLAS: I would  
24 assume yes.

25 MR. CONNOLLY: I think Mr. Prokop

1 would do that.

2 MEMBER DOUGHERTY-JOHNSON: But then  
3 it also has to go to the Village Board, or no?

4 MR. CONNOLLY: Yeah.

5 MEMBER DOUGHERTY-JOHNSON: So after  
6 we approve it they would have to approve it?

7 MR. PAWLOWSKI: So the goal is the  
8 variance gets supported, the Planning Board  
9 supports it. And in lieu of the bulk of  
10 supporting the stipulation, then it would kind of  
11 fall in supporting the -- and then go back to the  
12 village board for a final approved. This way, all  
13 the original signatures are on board.

14 MEMBER HAMMES: And the trustees  
15 have lead agency; is that correct?

16 ADMINISTRATOR PALLAS: They did a  
17 certification claiming legal status, yes.

18 Just one minor clarification. The  
19 Historic Preservation Commission also will be  
20 reviewing this, but purely on their own code  
21 issues, not on the stipulation agreement, because  
22 they were not a party to the original stipulation  
23 agreement.

24 CHAIRPERSON FOOTE: Not to move  
25 backwards, but can someone enlighten me on how it

1 evolved where we had a possibility of an  
2 affordable rental units in a separate building and  
3 there was -- rejected that? Who decided that?

4 MEMBER HAMMES: Neighborhood  
5 Association.

6 MR. PAWLOWSKI: No. The goal was  
7 to keep the density the same. And over the last  
8 year, I understood why. It's kind of understood.  
9 And the original intent to have it in its own  
10 building was so that it could be whatever, rentals  
11 for sale, assessed on that specific building. But  
12 the only way to afford that separate building five  
13 apartments, fire sprinkler, the whole nine yards,  
14 is to increase the market rate density. And  
15 without that support, it kind of got us back to  
16 what was approved.

17 And there's an argument on both  
18 sides, for sure.

19 CHAIRPERSON FOOTE: So you're  
20 saying that it wasn't commercial feasible to  
21 create this additional structure without creating  
22 more market units in the building

23 MR. PAWLOWSKI: Correct. Without  
24 creating more density. Because -- and just --

25 CHAIRPERSON FOOTE: Okay. And as

1 far as the neighborhood association's projection  
2 of it? Because of the increased density?

3 MR. PAWLOWSKI: Yes. I would say  
4 as far as my submitting applications and  
5 withdrawing them and I keep coming back to the  
6 drawing board is basically learning certain things  
7 that would be supported or not. And it's  
8 understandable, who wants to increase density?  
9 But at the same time, I'm a developer. And the  
10 only way to pull off that secondary  
11 two-million-dollar building is to increase  
12 revenue.

13 So that's how we got to here. It's  
14 been very amicable here. I'm pretty excited about  
15 it just because it's less stressful, and we have  
16 come to a common ground of trying to improve.  
17 Regardless of size, you know, I think there's room  
18 for improvement. And I think, at the very least,  
19 we are slowly achieving that.

20 CHAIRPERSON FOOTE: Why is there a  
21 time limit cap on the affordable units beyond a  
22 certain period of time? What is the rationale for  
23 that?

24 MR. PAWLOWSKI: I mean, most of the  
25 time in an affordable housing buy-in situation,

1 that's a first-time home, it's a stepping stone, a  
2 first home, honestly, there's always an argument  
3 that adding a longer flip tax prohibits that  
4 person from moving on to the next home. So we're  
5 willing to improve on it so two years on it seems  
6 too quick, seven years is almost a burden for that  
7 buyer, but we understand that we will prevent that  
8 person from just flipping out of it and making  
9 money.

10                   And also, managing that. You know,  
11 we're sponsors. Legally we have to warranty and  
12 deal with this building and be around. I will  
13 still own a unit in the building, but seven years  
14 is a long time for us to manage that process and  
15 make sure the flip tax goes to affordable housing  
16 commission. And so it was coming up with a  
17 strategy, hey, let's not have a buyer that just  
18 flips out of it, but at the same time, not making  
19 it completely handcuffed. Because if you were to  
20 buy one, and you can't ever flip out of it, that's  
21 the whole point of a starter home.

22                   MEMBER HAMMES: But you would say  
23 that the starting value is going to be at least  
24 twice the -- I mean, would you agree that it was  
25 not an affordable housing unit --

1 MR. PAWLOWSKI: Three or four  
2 times.

3 MEMBER HAMMES: -- you would be  
4 charging at least twice that much for each  
5 apartment?

6 MR. PAWLOWSKI: Way more than  
7 twice.

8 MEMBER HAMMES: So this flip tax is  
9 only 25 percent under the current --

10 MR. PAWLOWSKI: Yeah. 40 percent  
11 is actually a pretty good number.

12 MEMBER HAMMES: No but if it - -  
13 was a two-year flip with 25 percent, if that  
14 doesn't get fixed, somebody can get into there  
15 with \$175,000 and in two years from now, flip that  
16 house like in the 2008 housing crash for a  
17 significant profit of which they will only have to  
18 give 25 percent of the sale under the current --

19 MR. PAWLOWSKI: Correct.

20 MEMBER HAMMES: -- stipulation.

21 MR. PAWLOWSKI: Correct.

22 MEMBER COTUGNO: I'm not always  
23 familiar with this. There was this huge housing  
24 in New York City in the '60s under this law called  
25 Mitchell-Lama for teachers and municipal workers.

1 And I know people who owned them. I think the  
2 deal is they can't sell it at a huge profit even  
3 if they live there for 20 years.

4 MR. PAWLOWSKI: Right.

5 MEMBER COTUGNO: It goes back to  
6 the co-op. It's not a condo, it's a co-op, I  
7 believe. But that was a great law. Makes  
8 affordable housing affordable forever.

9 CHAIRPERSON FOOTE: Right. I  
10 agree.

11 MEMBER COTUGNO: This doesn't seem  
12 like that at all.

13 MEMBER HAMMES: I would like to see  
14 proposed language for the covenant before I'll be  
15 willing to close the public hearing. I'd like to  
16 see that.

17 MR. PAWLOWSKI: Okay.

18 CHAIRPERSON FOOTE: Okay. Anybody  
19 else?

20 (Negative response).

21 Well, thank you.

22 At this time, we can schedule,  
23 tentatively, a public hearing for this  
24 application. And we would do it for March 25,  
25 understanding that it would be subject to the

1 Zoning Board Public hearing and resolution reached  
2 thereunder.

3 So do I have a second on this  
4 motion.

5 MEMBER HAMMES: Second.

6 CHAIRPERSON FOOTE: All those in  
7 favor?

8 (Chorus of ayes).

9 Public hearing is so scheduled.

10 Item 7, motion to adjourn.

11 Second?

12 MEMBER KYRK: Second.

13 CHAIRPERSON FOOTE: Motion carried.

14 (Whereupon, this proceeding was  
15 concluded.)

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C E R T I F I C A T I O N

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STATE OF NEW YORK )  
 ) SS:  
COUNTY OF SUFFOLK )

I, SARA GALANTE, a Notary Public  
in and for the State of New York, do hereby  
certify:

THAT the within transcript is a  
true record of the proceedings taken on February  
16, 2021.

I further certify that I am not  
related either by blood or marriage, to any of the  
parties in this action; and

THAT I am in no way interested  
in the outcome of this matter.

\_\_\_\_\_  
SARA GALANTE

<b>A</b>				
<b>A-L-P-T-E-K-I-N</b> 5:5	26:16,21 27:9,15 27:23 44:14 45:15 46:1,21 47:5,17 48:1,15 50:4 54:2 55:21,25 56:15,25 58:8,8	34:12 <b>announce</b> 5:18 <b>answer</b> 18:15 20:16 41:24 45:21 <b>answered</b> 24:17 <b>anticipated</b> 22:1,2 <b>anybody</b> 5:13 6:14 13:19 18:18 52:10 58:18 <b>apartment</b> 34:1 57:5 <b>apartments</b> 22:18 27:10 28:13 38:17 43:5 47:5 54:13 <b>appears</b> 25:8 <b>applicant</b> 5:5 7:24 12:8,17 15:9,17 <b>application</b> 5:4,14 6:15 7:1,14 11:24 12:7 14:1 15:7 42:10 58:24 <b>applications</b> 9:6 55:4 <b>approval</b> 8:15 14:16 16:17 18:5 49:23 <b>approve</b> 2:4 3:7 52:14 53:6,6 <b>approved</b> 3:14 6:23 8:6 15:9,11 16:17 17:10,11 18:10 19:9 23:8 25:11 25:23 33:19 39:1 53:12 54:16 <b>approving</b> 10:6 13:22 <b>approximately</b> 20:14 <b>architect</b> 6:20,22 <b>area</b> 9:13 16:12,18 16:19,20,21 17:2 18:6,7 19:5,6,10 24:3 25:11 29:3 40:2 41:5 42:7,23 43:9,12 44:9 <b>areas</b> 8:17 16:6,9 44:20 <b>argue</b> 32:3 43:11 43:21	<b>argument</b> 54:17 56:2 <b>art</b> 22:3,3 29:24,25 34:23 35:7 36:11 <b>artists</b> 35:6 <b>assessed</b> 54:11 <b>assessment</b> 46:3 47:21 <b>assessments</b> 45:3 <b>assigned</b> 28:13,15 <b>associated</b> 8:10,20 10:25 20:5 <b>Association</b> 54:5 <b>association's</b> 55:1 <b>assume</b> 52:24 <b>assumed</b> 42:6 <b>attached</b> 51:2 <b>attorney</b> 1:20 37:7 44:19 49:23 52:18 52:22 <b>AURICCHIO</b> 1:19 <b>authority</b> 48:4,22 48:25 <b>available</b> 11:9 <b>Avenue</b> 2:10,12,18 3:24 4:1,12,14 15:4,8,24 <b>eyes</b> 3:13,22 4:9,23 15:1 59:8	<b>behalf</b> 5:15 12:16 21:6 <b>believe</b> 43:13 48:19 58:7 <b>beneficial</b> 39:7 <b>best</b> 29:18 <b>better</b> 20:20 <b>beyond</b> 55:21 <b>big</b> 35:10 39:16 51:8 <b>bigger</b> 40:3 <b>blood</b> 60:14 <b>blower</b> 23:16 <b>board</b> 1:4,19,20 3:2 3:8,16 8:24 9:6 16:16,17 21:7 23:18,20 48:11 53:3,8,12,13 55:6 59:1 <b>Board's</b> 18:5 <b>boat</b> 30:19 44:1 <b>boats</b> 9:18,19 10:10 30:4,7 <b>Bootleg</b> 5:22 6:1 <b>bought</b> 35:12 <b>Branch</b> 6:7 <b>brick-and-mortar</b> 47:8,9,13,19 <b>bring</b> 7:12 13:14 <b>broad</b> 9:14 <b>buffer</b> 16:6 17:6 <b>build</b> 52:3 <b>building</b> 7:13 16:23 17:10 18:9,11 19:19 20:8,15 23:13 25:25 27:22 28:5,8 38:1,3,12 39:9 41:22,22,25 42:4,9 46:13 47:6 49:19,20,22,23 50:8,22 51:1,1,4 51:11 54:2,10,11 54:12,22 55:11 56:12,13 <b>built</b> 46:14 <b>bulk</b> 53:9 <b>bulkheads</b> 47:16 <b>burden</b> 56:6 <b>business</b> 12:21
<b>B</b>				
<b>back</b> 26:7 33:23 41:15 44:11 47:9 53:11 54:15 55:5 58:5 <b>background</b> 8:8 <b>backpack</b> 23:16 <b>backwards</b> 53:25 <b>bag</b> 10:1 <b>balance</b> 38:2 <b>Bar</b> 13:3 <b>based</b> 17:13 32:1,4 44:20 47:18 <b>basic</b> 45:6 <b>basically</b> 13:2 40:14 45:13 55:6 <b>basis</b> 44:25 <b>Bay</b> 2:10 3:24 4:1 <b>beautiful</b> 6:2				

34:21,25  
**businesses** 9:12  
**buy** 9:19 10:10,11  
 10:11 21:9 34:22  
 37:3 44:22 46:22  
 56:20  
**buy-in** 55:25  
**buyer** 35:13 56:7  
 56:17  
**buyers** 29:8 30:7

---

**C**


---

**C** 60:1,1  
**Cafe** 6:7  
**call** 39:2,5 41:21  
**called** 13:14 24:22  
 57:24  
**calling** 26:3  
**cap** 55:21  
**car** 20:13,17 23:4,9  
 23:11,16,24 43:25  
**carefully** 51:20  
**carried** 59:13  
**carries** 4:10  
**carrying** 46:23 49:7  
 50:16  
**cars** 17:23 39:12  
 43:23  
**case** 28:24 34:4,9  
 50:1  
**cat** 9:25  
**ceiling** 42:8,23  
**ceilings** 41:5 43:8  
**center** 32:19,20  
 38:3  
**certain** 18:11 20:3  
 41:19 55:6,22  
**certification** 53:17  
**certify** 60:9,13  
**Chairman** 1:12  
 10:20  
**CHAIRPERSON**  
 3:1,11,20 4:7,21  
 5:17 6:4,13,25 7:9  
 7:12,16,21 9:1,21  
 9:25 11:4,7,14,19  
 11:22 12:2 13:6  
 13:19 14:10,19,24  
 18:16 19:13,16

20:1,5,21 21:24  
 24:12,21 25:2  
 26:6 27:1,12,20  
 27:25 28:10 31:20  
 32:15,24 33:10  
 37:8,12,22 40:17  
 40:20 41:20 42:5  
 42:13,25 45:8,12  
 45:18 46:6,17  
 49:9,12,25 50:9  
 50:14,21 52:10  
 53:24 54:19,25  
 55:20 58:9,18  
 59:6,13  
**change** 12:23 13:3  
 13:22,23 14:6  
 19:7 23:14 29:21  
 37:5 41:25 45:3  
**changed** 21:4,18,22  
 28:20 42:12,24  
**changes** 6:17 23:19  
 52:8  
**changing** 38:11  
**charge** 45:9  
**charging** 57:4  
**Chorus** 3:13,22 4:9  
 4:23 15:1 59:8  
**Christoph** 12:8,18  
**circling** 44:11  
**circumstances** 31:9  
**City** 57:24  
**claiming** 53:17  
**clamoring** 35:7  
**clarification** 53:18  
**Claudio's** 9:13  
**clauses** 37:7  
**clean** 18:7  
**clear** 17:8 22:23  
 24:17 30:23 32:12  
**clearly** 19:18 26:2  
**Clerk** 1:19  
**close** 16:22 39:23  
 58:15  
**closer** 19:18 20:9  
 27:4  
**closest** 26:15,16,21  
 27:22  
**closet** 33:16  
**clothes** 9:19 10:11

**club** 22:3 29:24  
 30:2,3,16,17  
 31:25 32:3,6,8  
 35:10 36:16,21  
**clubs** 30:13 36:15  
**co-op** 44:13 58:6,6  
**code** 8:9,18 9:4  
 10:20 17:15 19:12  
 19:22 22:5 23:18  
 23:22 30:19 36:19  
 37:7 40:16 44:3  
 53:20  
**codes** 23:13  
**Collection** 5:8  
**combined** 3:16  
**come** 10:3,6 11:21  
 15:18 21:9 32:18  
 34:5 39:1 55:16  
**comes** 44:9  
**comfortable** 33:18  
 49:5  
**coming** 9:20 12:3  
 55:5 56:16  
**comment** 8:23  
**commercial** 4:16  
 5:10 8:1,3,6,11,17  
 12:12 15:14 21:24  
 22:4,8,12,15 23:6  
 23:23 24:5,7,18  
 24:23,25 25:9,12  
 25:17,21 26:3  
 29:2,3,7,13 31:14  
 33:2 34:20 35:21  
 36:19 38:4,16  
 40:18 42:18 43:16  
 44:6 54:20  
**commission** 53:19  
 56:16  
**common** 44:19  
 55:16  
**compared** 46:15  
**compatible** 23:19  
**complain** 10:5  
**completely** 50:18  
 56:19  
**component** 24:24  
 25:1  
**composed** 50:3  
**comprised** 22:24

**concern** 8:15 35:20  
**concerned** 46:20  
**concerns** 51:14  
**concluded** 59:15  
**conclusions** 41:19  
**conditional** 5:6 8:2  
 8:5,9,17,19 10:21  
 12:9 13:25 14:8  
 29:16 31:10  
**condo** 28:17 29:7  
 34:22 37:3 44:13  
 58:6  
**condominium** 50:2  
**condos** 33:15 37:5  
**conference** 5:2 12:5  
 15:5  
**confused** 36:7  
 42:14  
**confusing** 23:4  
**connected** 32:22  
**connection** 40:2  
**CONNOLLY** 1:20  
 9:3 18:21,24 19:2  
 52:25 53:4  
**consider** 26:8  
**construction** 46:18  
**contemplated** 42:6  
**continuation** 13:25  
 14:8  
**continue** 5:6 12:9  
**continued** 8:15  
**convert** 16:17  
**copies** 7:4  
**Corp** 15:8  
**Corporation** 12:20  
**correct** 18:24 19:8  
 19:15,20 20:4  
 21:21 22:9 26:5  
 27:5,24 28:14,22  
 30:21 31:3,12  
 34:10,13 38:7  
 45:1,4 52:16  
 53:15 54:23 57:19  
 57:21  
**correctly** 48:13  
**corridor** 32:20  
**cost** 52:3  
**costs** 46:24 49:7  
 50:17

**COTUGNO** 1:16  
 3:10,19 6:16 7:5  
 10:2,18 14:23  
 18:19,22 19:1  
 38:23 39:14 40:5  
 57:22 58:5,11  
**counts** 24:4  
**County** 1:2 4:4,17  
 5:11 12:14 15:15  
 60:5  
**covenant** 31:9  
 35:24 36:3 58:14  
**covenanted** 29:19  
 31:1,5  
**cover** 44:24  
**COVID** 35:9,13  
**crash** 57:16  
**create** 54:21  
**creating** 54:21,24  
**curb** 39:2,3 40:4,6  
 40:10  
**curbing** 15:25  
**curious** 8:8 9:10  
**current** 57:9,18  
**currently** 5:9 6:6  
**cut** 39:3 40:4,6,10  
**cuts** 39:2

---

**D**


---

**D/B/A** 12:21  
**date** 14:14  
**day** 11:9 41:15  
**de** 52:15  
**deal** 33:14 56:12  
 58:2  
**dealing** 51:21  
**decided** 49:14 54:3  
**decision** 11:16  
**decorating** 6:1  
**dedicated** 24:7  
**deemed** 24:20,23  
**defer** 52:17  
**definitely** 39:19,20  
**density** 21:13 54:7  
 54:14,24 55:2,8  
**Department** 7:13  
**depends** 36:21  
**derivative** 35:9  
**DESCRIPTION**

2:3  
**design** 24:22  
**determinations**  
 3:25 4:11,14,24  
**determined** 36:22  
**developer** 55:9  
**developers** 17:18  
**development** 33:12  
**deviates** 32:20  
**difference** 10:21  
**different** 8:16  
 12:25 13:10,12  
 14:7 41:12,14,16  
 44:11 50:19  
**dimensions** 37:20  
**dingy** 17:22 18:6  
**directed** 8:22 51:13  
**direction** 49:15  
**disagree** 35:6  
**discuss** 11:23  
**distance** 26:18,25  
 27:6 28:3  
**district** 4:2,3,16,17  
 5:10,11 8:3,6 9:22  
 12:12,13 15:14,15  
**dividing** 38:3  
**dock** 17:22 18:6,7  
 38:9  
**doing** 51:9 52:14  
**door** 16:3 25:23  
 26:20 40:10  
**double** 42:23 52:3  
**double-floor** 42:8  
**DOUGHERTY-...**  
 1:15 4:20 9:11,17  
 22:7,13,17,20  
 23:1 31:13,18  
 34:18 35:3 36:24  
 37:2,14,18 38:5,8  
 38:15 42:17 43:3  
 50:12 53:2,5  
**drastic** 17:24  
**drawing** 6:18 42:16  
 55:6  
**drawings** 7:2 11:11  
 25:4,5,11 43:6  
**drew** 6:22  
**drive-through** 16:2  
**driveway** 38:24

39:17  
**driving** 19:22  
**due** 43:10 45:3  
**duplex** 32:23

---

**E**

---

**E** 60:1  
**earmarked** 27:23  
 28:7,8  
**east** 20:9,15 27:19  
 28:4 38:2 39:4  
**eat** 9:18 10:15  
**efficient** 28:2  
**egress** 40:16  
**either** 11:24 23:10  
 35:11 49:20 60:14  
**elements** 18:12  
**elevator** 20:19 39:8  
**enclosed** 6:3  
**ends** 45:20 46:23  
**enlighten** 53:25  
**entire** 17:9,10  
**entrance** 16:23  
 17:1 32:19,21  
 38:10,19,20 39:6  
 39:18,21,24 40:15  
**entrances** 38:19  
 39:23  
**envisioned** 41:8  
 43:8,15  
**envisioning** 33:25  
**establishment** 5:7  
 12:10  
**estimate** 47:10  
**estimates** 47:9,13  
**evolved** 54:1  
**exact** 18:10 47:20  
**exactly** 11:19 17:10  
 17:11 42:15  
**exchange** 33:13  
**excited** 6:8 55:14  
**exercise** 41:9  
**existing** 9:12  
**expect** 28:24  
**expensive** 47:14  
**extending** 20:12  
**exterior** 26:15 27:7

---

**F**

---

**F** 60:1

**facade** 6:17  
**face** 9:23  
**facing** 37:23,24  
**fact** 31:14 37:6  
 51:16  
**Factory** 41:13  
**faith** 32:3  
**fall** 53:11  
**familiar** 47:24,25  
 48:8 57:23  
**far** 55:1,4  
**farthest** 28:3  
**favor** 3:12,21 4:8  
 4:22 14:25 59:7  
**feasible** 54:20  
**February** 1:9 3:4  
 60:11  
**fee** 45:5  
**feel** 33:18 44:5 51:2  
 51:3  
**fees** 44:24 45:2  
 49:21  
**feet** 16:7,8,8 17:1  
 20:14,18,20 23:5  
 24:11,19,19 27:15  
 27:17 32:14 37:17  
 40:13,14 43:11  
 44:6  
**fellow** 10:3,12  
**fill** 31:16  
**final** 53:12  
**find** 48:20  
**findings** 3:25 4:11  
 4:13,24  
**fine** 7:6  
**fire** 23:14 54:13  
**Firehouse** 1:7  
**first** 15:10,23 16:3  
 20:11 22:24 27:9  
 27:15,17 32:22  
 56:2  
**first-time** 56:1  
**five** 20:10 21:1 27:8  
 28:7 50:25 54:12  
**fixed** 57:14  
**flip** 21:7,10 48:21  
 48:24 51:14 56:3  
 56:15,20 57:8,13  
 57:15

**flipping** 56:8  
**flips** 56:18  
**floating** 18:7  
**floor** 6:17 15:11,12  
 17:11 21:16,18,20  
 21:22 22:24 32:16  
 32:22 33:1,2,20  
 40:18,24 41:1  
 43:4,19,19  
**flow** 17:24  
**follow** 27:2  
**follows** 15:22  
**food** 10:10 12:25  
 13:7,8,9,14  
**foot** 22:25 23:6  
 31:23 35:10 37:11  
 39:17 40:6 41:6  
**footage** 24:5,7  
 32:10,13 37:9,21  
 44:20 45:13  
**FOOTE** 1:12 3:1  
 3:11,20 4:7,21  
 5:17 6:4,13,25 7:9  
 7:12,16,21 9:1,21  
 9:25 11:4,7,14,19  
 11:22 12:2 13:6  
 13:19 14:10,19,24  
 18:16 19:13,16  
 20:1,5,21 21:24  
 24:12,21 25:2  
 26:6 27:1,12,20  
 27:25 28:10 31:20  
 32:15,24 33:10  
 37:8,12,22 40:17  
 40:20 41:20 42:5  
 42:13,25 45:8,12  
 45:18 46:6,17  
 49:9,12,25 50:9  
 50:14,21 52:10  
 53:24 54:19,25  
 55:20 58:9,18  
 59:6,13  
**footprint** 17:9  
**forever** 58:8  
**format** 11:18  
**formerly** 5:7 12:10  
**forward** 6:1 51:9  
**four** 13:12 27:5  
 38:1 57:1

**fourth** 30:14  
**frankly** 31:25 35:25  
**French** 13:13  
**front** 2:14,16 5:1  
 5:21 6:2 9:23  
 12:5,19 16:3 25:5  
 38:24 39:15 40:2  
 40:10,10,15  
**full** 5:19  
**full-time** 51:6  
**fun** 13:16,17  
**further** 27:8 60:13  
**future** 33:22

---

**G**

---

**GALANTE** 60:7  
 60:25  
**galleries** 30:13  
 36:10  
**gallery** 22:3 29:25  
 32:2  
**garage** 16:19,25  
 17:5 19:9 20:18  
 22:25 23:1,2,3,8,9  
 23:15 24:23 25:7  
 25:23 26:20 27:3  
 38:21,21 41:5  
 42:22  
**general** 36:12 49:23  
**general's** 37:7  
 44:19  
**German** 13:13  
**getting** 17:19 30:3  
**gifts** 5:25  
**give** 5:19 9:2 11:22  
 35:15 57:18  
**giving** 35:12  
**go** 14:2 20:16 23:4  
 26:11 31:10 40:6  
 40:13 46:15 48:22  
 48:25 49:14 53:3  
 53:11  
**goal** 16:15 17:12  
 20:7 21:6,8 29:6  
 30:9 43:22 49:19  
 53:7 54:6  
**goes** 27:19 28:19  
 56:15 58:5  
**going** 3:5 6:11 13:7

13:17 20:2 22:18  
26:7,13 27:22  
28:12,24 29:4,5  
29:18,19 30:25  
31:4,16 33:23  
34:4,5 35:9,20,24  
36:3,8,16 42:7  
43:21 44:12,14,22  
44:23 46:18,19,22  
47:21 49:4,5  
50:24 52:13,14  
56:23

**good** 3:1 15:19  
30:16 32:3 35:21  
47:10 57:11

**gotten** 46:13 47:9  
52:8

**gradually** 28:6  
**great** 58:7

**green** 15:25 16:5,7  
16:8 17:6 39:14  
39:25

**Greenport** 1:1,7  
3:2 6:7 10:9  
48:15

**ground** 55:16  
**guess** 10:8,11 23:21  
41:2

**guidelines** 47:25  
48:8

---

## H

**hall** 50:25  
**hallway** 38:3  
**HAMMES** 1:13  
4:6 7:23 9:8,15,24  
10:16 11:2 13:21  
14:3 19:4 21:3,15  
21:19 23:25 24:14  
25:4,14,18,24  
26:2 28:11,18  
29:1,10,15,22  
30:1,11,18,22,25  
31:4,8,24 32:7,9  
33:6,23 34:3,8,11  
34:15 35:23 36:2  
36:6,10,14,20  
41:7 42:20 43:5  
44:4,10,21 45:2

45:22 46:3,11,19  
47:1,22 48:6,14  
48:21,24 49:2  
51:12,25 52:5,12  
52:19 53:14 54:4  
56:22 57:3,8,12  
57:20 58:13 59:5

**handcuffed** 56:19

**happened** 35:13  
41:23

**hard** 31:25

**head** 39:4

**head-in** 15:24

17:20 39:12

**hearing** 5:3 11:8,15  
11:18 12:6 14:9  
14:13,22 15:6

58:15,23 59:1,9

**height** 42:8

**heightens** 38:12

**Hello** 5:20

**help** 19:23

**helpful** 11:3

**hesitant** 47:20

**hey** 56:17

**high** 41:4 43:8

**high-end** 5:24

**historic** 4:3,17 5:11

12:13 15:15 53:19

**historically** 9:5

**HOA** 49:21

**home** 35:8 56:1,2,4

56:21

**homes** 16:10

**honestly** 28:23 56:2

**hopefully** 11:15

**hour** 23:17

**house** 23:9 32:7

39:18 57:16

**housing** 44:14 48:1

48:4,5,15,22,25

55:25 56:15,25

57:16,23 58:8

**HUD** 48:8

**huge** 57:23 58:2

---

## I

**I-beams** 42:2 43:2  
**idea** 45:9

**identified** 28:16

**identifies** 13:1

**ignore** 41:22

**ignored** 42:3

**imagine** 31:25

**immediate** 17:22

18:1 20:12

**impact** 22:5

**importance** 16:21

**improve** 18:2,6,9

18:12 21:7 51:23

52:7 55:16 56:5

**improved** 16:5 18:3

**improvement**

17:24 39:16 55:18

**improvements**

17:14

**improving** 17:17

**inch** 47:15

**included** 35:17

**including** 8:7

**income** 44:23 48:2

**increase** 16:7,12

17:6 33:19 54:14

55:8,11

**increased** 55:2

**increasing** 52:1

**incubator** 35:21

**independent** 48:10

**INDEX** 2:1

**indoor** 15:11 16:18

16:18 18:21,23

23:2,22 26:16

28:23

**Industry** 12:21

**Industry** 12:11

**inflation** 45:7 51:18

**infringing** 22:11

**inside** 16:22 23:10

27:18 37:19

**insignificant** 47:2

**intact** 21:25

**intent** 21:9 40:25

54:9

**intention** 5:23

**interacts** 51:13

**interested** 60:16

**interesting** 39:20

**internal** 16:1 39:24

40:1,9

**internet** 30:7

**inventory** 30:8

**island** 13:11

**issue** 50:15

**issues** 23:13 33:13

53:21

**Italian** 13:8,13

**item** 2:3 3:6,15,24

4:12 5:1 12:4

13:16 15:4 59:10

---

## J

**J** 1:21

**January** 2:5 3:7

**JOHN** 1:16

---

## K

**kayak** 23:11

**keep** 37:3 54:7 55:5

**keeping** 17:9

**kind** 10:9 13:6,16

18:1 30:9 31:24

44:10 47:23 53:10

54:8,15

**know** 8:4 13:9

17:16 18:11 21:20

26:10,11 27:14

33:21 34:19,23

35:11,12 42:7

45:21 46:12 47:12

55:17 56:10 58:1

**known** 5:8 12:10

**knows** 47:21

**KYRK** 1:14 59:12

---

## L

**landscaping** 17:13

46:10

**lane** 38:25 39:4

**language** 13:14

58:14

**languages** 13:12

**lasts** 51:16

**latest** 32:25

**law** 44:18 57:24

58:7

**lawyers** 7:25

**lax** 10:9

**layout** 17:25

**lead** 53:15

**learning** 55:6

**lease** 13:23

**leased** 5:22

**leather** 5:24

**leaving** 33:21

**legal** 53:17

**legality** 34:19

**Legally** 56:11

**length** 21:7 47:12

**let's** 20:8 26:23

39:2,5 56:17

**letting** 34:24

**lieu** 53:9

**limit** 55:21

**limited** 32:4

**line** 16:9

**listing** 8:12

**little** 3:4 23:4 44:1

**live** 5:21 35:1 58:3

**lived** 46:16

**lobby** 32:19

**located** 4:1,3,15,16

5:9,10 12:12,13

15:13,14 21:15

**loft** 32:17

**long** 31:5,6 47:12

50:25 56:14

**long-term** 29:20

**longer** 56:3

**longest** 28:4

**longevity** 50:7

**look** 29:8 35:24

36:3 51:8

**looked** 25:6 43:18

51:20

**looking** 5:25 10:20

17:16 41:12 47:11

47:15

**Looks** 37:14

**losing** 44:5

**loss** 19:14,24 25:19

**lost** 43:12

**lot** 27:21,21 28:5,16

35:16 37:6 41:14

49:3

**love** 35:18

**lower** 22:5

**Ludlum** 16:6

**LULY** 1:15

**M**

**main** 17:1,3 39:6  
40:3,15 45:5  
49:19,23  
**maintenance** 45:7  
45:9,15 46:7,10  
**making** 22:22  
49:15 56:8,18  
**manage** 50:25  
56:14  
**manages** 48:4  
**managing** 50:7  
56:10  
**Manhasset** 2:12  
4:12,14  
**Map** 4:4,18 5:11  
12:14 15:15  
**March** 2:8 3:17 5:3  
11:9 12:7 14:14  
14:20 15:3,6  
58:24  
**marina** 9:15  
**marina-type** 23:10  
**market** 20:9,17,23  
20:23 26:9,18  
27:4,6,7,17 45:16  
47:6 54:14,22  
**marriage** 60:14  
**matter** 14:6 52:13  
60:17  
**mean** 9:8 11:2 24:1  
30:2,2,13 31:24  
34:4 36:10 40:5  
44:12 48:14 50:21  
55:24 56:24  
**Meaning** 27:6  
**means** 11:20 12:23  
**meant** 40:6  
**meet** 17:15 19:12  
44:3  
**meeting** 2:7 3:3,8  
3:17,23 10:3 15:2  
40:15  
**Member** 1:13,14,15  
1:16 3:10,19 4:6  
4:20 6:16 7:5,23  
9:8,11,15,17,24

10:2,16,18 11:2  
13:21 14:3,23  
18:19,22 19:1,4  
21:3,15,19 22:7  
22:13,17,20 23:1  
23:25 24:14 25:4  
25:14,18,24 26:2  
28:11,18 29:1,10  
29:15,22 30:1,11  
30:18,22,25 31:4  
31:8,13,18,24  
32:7,9 33:6,23  
34:3,8,11,15,18  
35:3,23 36:2,6,10  
36:14,20,24 37:2  
37:14,18 38:5,8  
38:15,23 39:14  
40:5 41:7 42:17  
42:20 43:3,5 44:4  
44:10,21 45:2,22  
46:3,11,19 47:1  
47:22 48:6,14,21  
48:24 49:2 50:12  
51:12,25 52:5,12  
52:19 53:2,5,14  
54:4 56:22 57:3,8  
57:12,20,22 58:5  
58:11,13 59:5,12  
**members** 8:24 18:8  
**Michelle** 5:4,21  
**microphone** 5:18  
**Mimi's** 5:8  
**minor** 53:18  
**minutes** 2:4 3:7  
**Mitchell-Lama**  
57:25  
**mitigating** 19:24  
**mixed** 51:5  
**Mm-hm** 45:18  
**modified** 40:21  
**modify** 15:9,11  
**money** 34:22 47:2  
56:9  
**month** 45:16 46:24  
**morning** 43:18  
**motion** 3:6,9,15,18  
3:25 4:5,10,13,19  
5:2 12:6 14:18,20  
15:5 59:4,10,13

**move** 53:24  
**moving** 6:21 56:4  
**Mueller** 12:8,18,19  
13:8  
**municipal** 57:25

**N**

**N** 60:1  
**name** 5:19,20 12:23  
13:22  
**named** 44:13  
**nearest** 27:7  
**necessarily** 50:1  
**need** 9:18,19 14:1  
14:15 29:8 35:16  
38:12 39:8,10,17  
39:20,21,23 40:2  
40:14 51:19  
**needed** 18:20  
**needs** 30:8 39:8  
**Negative** 58:20  
**neighbor** 16:10  
**neighborhood**  
17:19,22 18:1  
54:4 55:1  
**neighbors** 18:1  
**net** 19:14  
**never** 28:19 31:16  
33:4 36:25 41:2,2  
42:23  
**new** 1:2,7 18:6  
46:17 57:24 60:3  
60:8  
**nice** 34:25 44:2  
45:25  
**nine** 19:14 54:13  
**non-market** 26:10  
26:12  
**non-waterfront**  
10:6  
**Nope** 34:17  
**normal** 39:18  
**normally** 47:12,14  
**north** 38:1  
**Notary** 60:7  
**novo** 52:15  
**number** 4:18 8:4  
9:9 10:8 12:4,14  
15:16 20:3 36:18

47:20 57:11

**O**

**O** 60:1  
**objective** 17:3  
**obviously** 9:8 16:16  
24:1 28:3 44:12  
**occupants** 19:19  
**ocean** 13:17  
**off-loading** 39:5  
**offer** 16:8  
**offers** 40:9  
**office** 30:8 36:12  
44:19  
**Oh** 6:19 33:10  
**okay** 5:17 6:13 7:3  
7:18 9:1 11:3,4,25  
13:19 14:10 18:16  
19:16 27:25 28:10  
33:10 42:25 48:6  
54:25 58:17,18  
**old** 41:12  
**Olive** 6:7  
**on-property** 38:13  
**one-** 4:2  
**one-third** 42:7  
**ongoing** 44:24  
**open** 5:23 15:12  
23:8 25:12 33:21  
41:1  
**operating** 32:4  
**operations** 24:8  
**opportunity** 11:23  
35:7  
**opposed** 9:16 26:3  
31:9 39:15 49:15  
**opposition** 11:24  
**original** 24:5,22  
40:21 43:6 49:19  
53:13,22 54:9  
**originally** 35:9  
43:15  
**outcome** 60:17  
**outdoor** 27:9,21  
28:23  
**outside** 20:12 26:22  
27:16 41:3  
**overall** 8:15 17:25  
21:13 24:4,18

52:7

**owned** 28:12 29:5  
58:1  
**owner** 12:19 14:4  
34:6 50:6,24  
**owners** 17:18 44:13  
49:10 51:4,6  
**ownership** 49:15  
**Oyster** 41:13

**P**

**p.m** 1:9  
**package** 6:3  
**PAGE** 2:3  
**PALLAS** 1:21  
10:19 13:24 14:5  
14:17 48:3,7,18  
48:23 49:1 52:17  
52:23 53:16  
**parameters** 48:11  
**parcel** 5:22  
**parcels** 6:3  
**parking** 15:11,24  
16:14,18,19,21,22  
16:24,25 17:2,4,5  
17:13,15 18:21,23  
19:3,7,9,11 20:9  
20:12,18 22:8,22  
23:2,22 24:3,11  
25:7,15,21 26:4,7  
26:21,24 27:2,16  
27:18,19,20 28:2  
28:4,5,11,16,16  
28:22,25 29:4  
33:7,9 35:11  
36:17 38:14,21  
39:16 41:14 42:21  
43:12,14,23 44:6  
46:5  
**part** 13:12,13,13  
24:4 40:17,21  
**partially** 9:12  
**parties** 60:15  
**party** 53:22  
**path** 40:6  
**paths** 39:18  
**Paul** 1:21 15:8,20  
47:24 51:13  
**Pawlowski** 15:8,19

15:20 19:6,15,20 20:4,7,24 21:5,17 21:21 22:2,10,15 22:19,23 23:3 24:10,16,25 25:10 25:16,22 26:1,5 26:13 27:5,13,24 28:1,14,21 29:6 29:14,17,24 30:5 30:15,21,24 31:3 31:6,12,15,22 32:5,8,12,18 33:4 33:8,11 34:2,7,10 34:13,17 35:2,5 36:1,4,9,13,18,23 37:1,4,10,13,16 37:19,25 38:7,10 38:18,25 39:19 40:8,19,23 41:10 41:24 42:11,15,19 42:22 43:1,20 44:8,16 45:1,5,11 45:14,19,24 46:4 46:25 47:3 48:17 49:8,11,18 50:6 50:10,18,23 51:22 52:2,6 53:7 54:6 54:23 55:3,24 57:1,6,10,19,21 58:4,17	31:1,5,7 34:6 36:8 <b>perpendicular</b> 39:15 <b>person</b> 32:20 35:15 56:4,8 <b>photograph</b> 6:18 <b>pick</b> 20:3 22:4 <b>picture</b> 6:21 23:9 <b>pictures</b> 6:3,22 41:12 <b>piece</b> 42:20 <b>place</b> 21:16 35:1 <b>plan</b> 5:4 6:17 12:7 14:9 15:7,22 16:11 17:17,25 18:2 20:1 21:16 21:18,20 24:22 32:16 39:22 50:2 52:16 <b>planning</b> 1:4,20 3:2 3:8,16 6:21 9:6 16:16 53:8 <b>plans</b> 6:20 43:18 47:11 <b>plant</b> 16:9,13 <b>Plus</b> 45:19 <b>PM</b> 3:4,17 <b>point</b> 11:15 21:12 38:13 39:10 40:9 41:7 56:21 <b>policy</b> 7:24 <b>position</b> 24:1,3 <b>possibility</b> 54:1 <b>possible</b> 5:2 12:6 15:5 <b>potential</b> 18:4 30:6 30:16 43:23 <b>pre-existing</b> 8:7 39:3 <b>pre-submission</b> 5:2 12:5 15:5 <b>present</b> 5:14 <b>Preservation</b> 53:19 <b>pretty</b> 6:11 10:2 55:14 57:11 <b>prevent</b> 56:7 <b>price</b> 21:12 52:1 <b>principal</b> 8:11 29:12	<b>principals</b> 8:21 <b>print</b> 43:18 <b>prior</b> 14:1 <b>probably</b> 13:11 36:15 40:13 45:17 <b>problem</b> 8:14 36:5 <b>proceeding</b> 59:14 <b>proceedings</b> 60:11 <b>process</b> 52:12 56:14 <b>products</b> 5:24 <b>professional</b> 35:17 <b>profit</b> 57:17 58:2 <b>prohibits</b> 56:3 <b>project</b> 6:9 <b>projection</b> 55:1 <b>Prokop</b> 52:25 <b>proper</b> 16:12 <b>property</b> 4:1,15 5:9 12:11 15:13 16:2 16:6,9 21:13 43:24 45:6,19 46:12,12 47:10,18 <b>proposal</b> 18:4 <b>propose</b> 15:21 17:4 <b>proposed</b> 39:11 40:3 50:19 52:15 58:14 <b>proposes</b> 5:6 12:8 15:9 <b>proposing</b> 12:22 16:11 <b>prorated</b> 44:18 46:2 <b>protect</b> 29:18 <b>provide</b> 19:17 <b>proximity</b> 16:23 19:18 26:14 27:4 39:23 <b>public</b> 5:3 11:8,15 11:17,23 12:6 14:13,21 15:2,6 58:15,23 59:1,9 60:7 <b>pull</b> 39:2 40:12 55:10 <b>purely</b> 53:20 <b>put</b> 18:6 23:16,23 25:5 43:25 44:3 49:19	<b>puts</b> 43:25 <hr/> <b>Q</b> <hr/> <b>question</b> 7:23 8:23 20:16 29:2 41:25 44:11 49:13 <b>questions</b> 6:14 7:20 13:20 18:15,18 <b>quick</b> 56:6 <hr/> <b>R</b> <hr/> <b>R</b> 60:1 <b>R-2</b> 4:2 <b>raises</b> 49:12 <b>raising</b> 50:15 <b>rate</b> 20:9,17 26:18 27:7,17 45:25 46:1 47:6 51:17 54:14 <b>rates</b> 44:15 45:15 45:16 <b>ratio</b> 20:22 26:9 <b>rationale</b> 26:14,23 55:22 <b>reached</b> 59:1 <b>read</b> 8:9,18 <b>reading</b> 8:19 10:24 <b>reads</b> 9:4 <b>ready</b> 7:19 14:12 <b>real</b> 10:4 51:18 <b>reality</b> 47:14 <b>really</b> 8:20 17:13 34:24 37:5 39:17 47:21 <b>rear</b> 17:2 <b>reason</b> 32:25 41:4 47:19 <b>reasonable</b> 26:17 26:25 27:8 <b>receptive</b> 6:11 <b>recipe</b> 51:18 <b>record</b> 60:11 <b>reduced</b> 24:8 <b>reducing</b> 39:11,12 <b>REED</b> 1:14 <b>referring</b> 30:12,14 42:1 48:20 <b>refers</b> 48:14 <b>regarding</b> 5:4 12:7 15:7	<b>Regardless</b> 55:17 <b>regions</b> 13:15 <b>regular</b> 1:5 3:3,8,16 6:18 <b>rehabbed</b> 46:14 <b>rejected</b> 54:3 <b>relate</b> 9:7 <b>related</b> 10:10 29:2 60:14 <b>relative</b> 28:6 <b>remains</b> 21:25 <b>remember</b> 48:12 <b>remind</b> 20:22 <b>removal</b> 16:14 19:11,12 <b>remove</b> 15:23 17:4 26:23 <b>removed</b> 21:23 <b>rent</b> 34:16 <b>rental</b> 30:19 44:11 49:16,20 50:4,8 54:2 <b>rentals</b> 44:17 50:25 54:10 <b>rented</b> 29:5 <b>repair</b> 30:20 <b>replace</b> 15:25 22:18 <b>replacing</b> 5:7 12:10 <b>represented</b> 15:8 <b>request</b> 21:23 <b>require</b> 14:9 <b>required</b> 43:8 <b>requirement</b> 23:18 <b>residence</b> 26:4 <b>Residency</b> 48:16 <b>resident</b> 21:1 27:9 28:9 <b>residential</b> 33:19 34:12 <b>residents</b> 49:5 <b>resolution</b> 59:1 <b>respect</b> 43:10 <b>response</b> 58:20 <b>rest</b> 22:14 24:15,19 36:16 <b>restaurant</b> 12:9,20 13:16 14:6,7 22:6 <b>restricted</b> 21:1 28:9 47:5
---	---	--	---	---

<b>restrictions</b> 48:2,16	<b>second</b> 3:9,10,18,19 4:5,6,19,20 14:15 14:21,23 15:12 17:11 21:22 33:1 33:2,20 40:18 41:1 43:4 59:3,5 59:11,12	<b>signatures</b> 53:13	37:3 39:15,25 40:24 42:1,2	38:11
<b>retail</b> 5:7,23 22:6	<b>second-floor</b> 17:7 33:15 40:24	<b>significant</b> 46:18 46:20 50:16 57:17	<b>spaces</b> 15:24 16:19 16:22 19:7,9,11 19:14,17,23,24 20:2,10,12 22:12 26:7,9,17,19,22 27:2,3,9,21,21 31:17,19,21 32:4 32:16 33:24 35:17 35:22 37:9 38:4 38:14,16,22 46:5	<b>step</b> 42:5
<b>revenue</b> 55:12	<b>secondary</b> 55:10	<b>significantly</b> 46:14	<b>span</b> 32:12	<b>stepping</b> 56:1
<b>review</b> 52:15	<b>section</b> 48:4,12	<b>similar</b> 13:25 28:2 30:6 32:5	<b>speak</b> 5:14 12:17 13:11,12,13 15:18 21:5	<b>Sterling</b> 2:18 15:4,7 15:20,24 16:10,15 16:24 17:4 19:25 26:24 38:6,11,20 39:9,25 40:7
<b>reviewing</b> 53:20	<b>see</b> 16:11 32:1,2 35:24 36:2 49:4 58:13,16	<b>simply</b> 12:22	<b>spirit</b> 34:20	<b>sticky</b> 51:11
<b>Rewind</b> 14:19	<b>seek</b> 16:15	<b>single</b> 38:25	<b>spoken</b> 6:9	<b>stipulated</b> 15:10,12
<b>Rhode</b> 13:11	<b>seeking</b> 16:4 17:7 17:12	<b>site</b> 5:4 12:7 14:9 15:7,22 16:11 17:17,25 18:2 39:22 52:16	<b>sponsor</b> 50:7,24	<b>stipulation</b> 15:21 24:6 25:6,11 48:10,12 51:15 52:21 53:10,21,22 57:20
<b>rid</b> 17:19 33:2	<b>seen</b> 46:15	<b>sitting</b> 39:9	<b>sponsors</b> 56:11	<b>stone</b> 56:1
<b>right</b> 10:12,18 11:13 13:23 14:12 19:19 22:21 23:7 25:15 26:19 28:7 30:19 35:14 38:6 45:13 58:4,9	<b>sell</b> 29:7 58:2	<b>situation</b> 22:6 23:21 35:18 47:4 47:7 55:25	<b>spots</b> 17:5,20 22:10 24:11 27:7 28:12 43:24	<b>storage</b> 15:10,13 16:18 17:8,12 21:23 22:18,21,22 23:8 24:20,23 25:1,9,13,17,20 26:1 30:20 33:1 33:12,14 34:9 35:11 38:21 41:3 41:4 43:14
<b>road</b> 39:24 40:1,3,9 40:11 41:13,14,17	<b>selling</b> 5:24	<b>size</b> 13:11 31:16 32:1,5 40:11 55:17	<b>sprinkler</b> 23:13,17 54:13	<b>store</b> 5:7 8:7 12:10
<b>Rob</b> 9:1	<b>sells</b> 30:7	<b>sizeable</b> 34:14	<b>strategy</b> 35:13 56:17	<b>stories</b> 42:18
<b>ROBERT</b> 1:20	<b>semicircle</b> 40:14	<b>slightly</b> 16:12	<b>Sprout</b> 5:8	<b>story</b> 47:12
<b>Romansh</b> 13:14	<b>send</b> 17:8	<b>slowly</b> 55:19	<b>square</b> 22:25 23:5,6 24:5,7,10,18,19 31:22 32:10,12,14 35:10 37:9,10,17 37:20 43:11 44:5 44:20 45:13	<b>street</b> 1:7 2:14,16 5:1,21 6:2 9:23 12:5,19 32:6
<b>room</b> 55:17	<b>sense</b> 27:11	<b>sold</b> 28:19	<b>SS</b> 60:4	<b>stressful</b> 55:15
<b>roughly</b> 16:7 20:18 20:25 22:11,24 24:10,18 26:19 27:13,15,17 28:7 37:16,20 39:4 40:13	<b>separate</b> 49:20 50:3 54:2,12	<b>somebody</b> 12:16 15:17 21:9 44:23 57:14	<b>staircase</b> 32:22	<b>stringent</b> 37:6
<b>rugs</b> 5:25	<b>separated</b> 36:25	<b>someone's</b> 28:22	<b>stairs</b> 20:19	<b>strings</b> 51:2
<b>rules</b> 37:5	<b>separations</b> 23:14	<b>somewhat</b> 22:5 36:7	<b>standard</b> 12:11,21 45:10,24	<b>structure</b> 51:15 54:21
	<b>serve</b> 12:25	<b>soon</b> 7:10	<b>stark</b> 51:7	<b>studies</b> 36:11
<b>S</b>	<b>service</b> 30:20	<b>sorry</b> 14:15 22:19 30:22 36:1	<b>started</b> 3:5	<b>studio</b> 22:3 29:25 32:1 34:23 35:8
<b>sale</b> 44:17 49:21,24 54:11 57:18	<b>serving</b> 13:7	<b>sort</b> 41:3	<b>starter</b> 56:21	<b>studios</b> 30:13
<b>sales</b> 30:19	<b>session</b> 1:5,5 3:3,8 3:16	<b>sound</b> 51:7	<b>starting</b> 56:23	<b>subdivision</b> 32:11
<b>SARA</b> 60:7,25	<b>set</b> 20:8 40:22 44:22	<b>south</b> 9:23 38:2	<b>State</b> 1:2 60:3,8	<b>subject</b> 34:6 58:25
<b>saw</b> 6:4	<b>setting</b> 48:11	<b>Southold</b> 51:9	<b>status</b> 53:17	<b>submission</b> 7:17 21:4
<b>saying</b> 22:21 23:23 24:14 27:2 36:7 36:15 43:14 44:5 54:20	<b>seven</b> 21:8 56:6,13	<b>space</b> 5:23 9:16 15:10,12,13 16:1 16:5,7,8 17:5,6,11 19:22 21:25 22:1 22:9,16,21,22,22 22:25 23:6,8 24:18 25:13 28:16 28:25 29:7,8 30:9 30:10,16 31:14,23 32:2,17,21 33:3 33:15,16,20 35:14 35:15 36:12,17	<b>stay</b> 13:4 50:24	<b>submit</b> 6:24 7:4
<b>SBA</b> 18:1,8	<b>share</b> 46:7		<b>stayed</b> 21:11,12,13	<b>submitting</b> 55:4
<b>scenario</b> 47:10 50:19	<b>ship</b> 25:25			<b>subset</b> 31:1
<b>schedule</b> 2:7 3:15 5:3 11:8 12:6 14:12,20 15:6 58:22	<b>shop</b> 5:24 10:14			
<b>scheduled</b> 3:23 15:2 59:9	<b>short</b> 47:13			
<b>scheduling</b> 14:16	<b>show</b> 44:24			
	<b>side</b> 9:23 10:17 20:15 37:23,23 38:1,2			
	<b>sides</b> 37:25 54:18			
	<b>sidewalks</b> 15:25 17:20 39:13			
	<b>sign</b> 13:22			

**Suffolk** 1:2 4:3,17  
5:11 12:14 15:15  
60:5  
**supplement** 7:1,13  
**support** 11:24 16:4  
17:17 18:14 54:15  
**supported** 53:8  
55:7  
**supporting** 53:10  
53:11  
**supports** 53:9  
**supposed** 8:10 9:4  
**sure** 7:11 27:1  
33:17 41:10 44:7  
54:18 56:15  
**Swiss** 13:8  
**Switzerland** 13:9  
13:10  
**system** 23:17  
**systems** 23:13

---

**T**

---

**T** 60:1,1  
**table** 49:16  
**tables** 13:4  
**take** 16:24  
**taken** 60:11  
**talking** 32:10  
**talks** 25:8  
**taller** 41:5  
**tax** 4:4,18 5:11  
12:14 15:15 21:7  
45:6,19,23,25  
46:12 47:13 48:21  
48:24 56:3,15  
57:8  
**taxed** 45:22  
**taxes** 46:15,19  
47:11,18  
**teachers** 57:25  
**technical** 33:12  
**technically** 19:10  
25:22  
**ten** 41:6  
**tenant** 43:24  
**tenants** 49:6,10  
**tentatively** 58:23  
**terms** 19:21 23:12  
27:19 36:7 40:4

40:15 42:1,4 51:3  
51:20  
**thank** 7:19 11:4,25  
14:10 18:16 58:21  
**Thanks** 12:3  
**thereunder** 59:2  
**thing** 30:14 37:4  
45:25  
**things** 23:10 55:6  
**think** 7:21 9:3,11  
11:1 17:23 25:2,7  
25:8 27:12 32:13  
35:20 36:21 40:25  
41:8,15 44:8  
51:18 52:6,25  
55:17,18 58:1  
**thinking** 49:3  
**third** 1:7 33:20  
**thought** 6:20,23  
8:19,24 19:4  
32:24 41:11  
**thoughts** 9:2  
**three** 29:20,23  
30:12 57:1  
**time** 5:13 6:14 7:7  
11:7 45:3 55:9,21  
55:22,25 56:14,18  
58:22  
**times** 28:19 57:2  
**today** 12:20 17:3  
43:22  
**totally** 41:16  
**tough** 47:7  
**Town** 51:9  
**trade** 28:12,15  
33:25  
**traditional** 8:1  
**traditions** 13:10  
**traffic** 17:24  
**transcript** 60:10  
**transient** 51:5  
**transparent** 43:22  
**trees** 16:9  
**TRICIA** 1:13  
**tried** 51:25  
**triple** 52:4  
**truck** 40:12  
**true** 10:4 60:11  
**truly** 17:16

**trustees** 51:14  
53:14  
**truth** 18:13  
**try** 18:5  
**trying** 19:21 22:4  
35:15 51:22 55:16  
**Turkish** 5:24,25  
**turn** 50:4  
**twice** 56:24 57:4,7  
**two** 6:21 21:8 22:10  
22:11 23:17 24:11  
30:6 35:6 37:16  
38:19 39:2 42:18  
51:16 52:9 56:5  
57:15  
**two-family** 4:2  
**two-million-dollar**  
55:11  
**two-year** 57:13  
**type** 12:25 30:6  
**types** 8:5,16

---

**U**

---

**ultimate** 49:13  
**ultimately** 52:13  
**understand** 9:19  
32:9 35:4,19  
36:20 41:18,21  
46:22 50:15 52:5  
56:7  
**understandable**  
55:8  
**understanding**  
29:11 48:9 58:25  
**understood** 25:14  
25:24 44:4 54:8,8  
**unique** 23:20 47:4  
**unit** 27:16,18 42:18  
45:10,11,25 50:3  
56:13,25  
**units** 20:3,11,23  
21:2,11 26:10,12  
26:15,15,16,18,21  
26:22 27:4,6,23  
28:3 44:12,14  
45:15 46:1 47:15  
47:17 49:16 50:4  
50:5,8 51:8 52:3  
54:2,22 55:21

**UPS** 39:8 40:12  
**usage** 13:25 22:1  
**use** 5:6 8:2,20 9:7  
10:5 12:9 14:8  
15:10,12 18:24  
19:2,8 22:2 24:2  
29:16,18 30:16,19  
31:5,7,11 34:9,12  
39:8 44:9  
**uses** 8:1,5,10,11,17  
9:9 10:7,21 22:4  
29:13,20,23 30:6  
31:2 34:6  
**Usually** 6:16

---

**V**

---

**valid** 35:20  
**value** 56:23  
**variance** 16:15  
18:20,25 19:2,5,7  
19:10 24:2 44:9  
53:8  
**varied** 37:9  
**venture** 47:16  
**versus** 20:14 49:22  
**village** 1:1,21 3:2  
6:10 7:25 8:25  
9:5 17:21 18:5  
21:6 36:22 37:7  
46:8,14 48:1,11  
48:15 49:13 51:10  
51:20 52:1 53:3  
53:12  
**Village's** 52:22  
**visual** 41:16

---

**W**

---

**wait** 42:17  
**walk** 5:18 17:22,23  
20:13 28:4 32:16  
**walking** 17:1 26:17  
26:25 28:2  
**WALTER** 1:12  
**want** 7:8 8:13,14  
21:19 30:23 33:13  
33:14,17 50:7,10  
51:3,5 52:11  
**wanted** 41:3  
**wants** 5:14 49:14  
55:8

**warranty** 56:11  
**wasn't** 40:22 54:20  
**water** 6:2 9:23  
10:22 11:1,3  
37:24  
**waterfront** 4:16 5:9  
7:25 8:2,6,11,16  
9:22 10:5,12,13  
10:14 12:12 15:14  
22:4 23:22 24:4,7  
25:9,20,25 26:3  
29:3,7,12 34:20  
35:17,21 38:4  
40:18 43:16 44:6  
46:13  
**way** 8:9,18 9:4,5  
10:12 29:18 41:15  
53:12 54:12 55:10  
57:6 60:16  
**we'll** 11:16 44:2  
**we're** 3:4 5:25 6:8  
6:11 12:22 14:12  
15:20 16:4,11  
17:7,9,12,16 18:5  
18:13 19:20 22:3  
22:25 23:5,14,23  
29:14,17 35:14  
38:11 39:1,11,12  
50:24 51:22 52:7  
52:13,14 56:4,11  
**we've** 17:25 47:9  
**welcome** 11:6 12:2  
**west** 20:11 27:19  
28:5,5  
**wherewithal** 49:6  
**wide** 38:23 39:4  
**willing** 56:5 58:15  
**windows** 6:21  
**wishes** 12:17  
**withdrawing** 55:5  
**withdrew** 32:25  
33:12  
**wondered** 39:16  
**wondering** 47:23  
**word** 25:7  
**words** 24:22 49:2  
**work** 1:5 3:3,8,16  
19:21 29:4 49:4  
52:20

**worked** 17:25 18:8  
**workers** 57:25  
**working** 18:10  
**works** 46:12  
**wouldn't** 34:8  
**written** 52:21  
**wrong** 8:19 10:24  
 19:5

---

**X**


---

**x** 1:3,6

---

**Y**


---

**yacht** 22:3 29:24  
 30:2,3,13,16,17  
 31:25 32:3,6,8  
 35:10 36:15,16,21  
**yachts** 30:12  
**yards** 54:13  
**yea** 44:17  
**yeah** 25:10 26:1  
 29:17 30:5 35:2  
 35:23 36:4 37:19  
 38:10 39:14 43:17  
 45:14 46:4,9  
 47:22 48:18 49:11  
 49:18 52:6 53:4  
 57:10  
**year** 6:10 54:8  
**years** 8:4 10:4 18:3  
 21:8,8 46:16  
 51:16,23 52:9  
 56:5,6,13 57:15  
 58:3

**York** 1:2,7 57:24  
 60:3,8  
**Yup** 28:21 30:24  
 34:2 36:9,13,23  
 50:23

---

**Z**


---

**zero** 23:14,18 41:25  
**zone** 39:5  
**zoned** 8:17  
**Zoning** 16:16 59:1

---

**0**


---



---

**1**


---

**1** 2:4 3:6 28:16,17

36:18  
**1,100** 47:17  
**1,500** 46:24  
**10** 24:11  
**10,000** 31:22 35:10  
**10,200** 24:19  
**10,300** 23:5 24:18  
**100** 37:10  
**1001-3.-1-1** 4:18  
**1001-3.-5-15.4/16.5**  
 15:16  
**1001-5.-3-5** 4:4  
**1001-5.-4-20** 12:15  
**1001-5.-4-23.1** 5:12  
**12** 16:19 19:17,19  
 19:23 20:2,8,16  
 20:24 22:11 26:10  
 27:3 31:17,18,20  
 32:15 33:24 37:9  
 38:3  
**123** 2:18 15:4,7,20  
 16:10  
**135** 16:8  
**1410** 2:12 4:12,14  
**15** 16:8 24:11  
**15-foot** 39:4  
**151** 2:10 3:24 4:1  
**16** 60:12  
**175,000** 44:22  
 46:23 51:17,24  
 52:2 57:15  
**18** 40:13

---

**2**


---

**2** 2:7 3:15  
**2,000** 46:24  
**20** 58:3  
**200** 17:1  
**200-plus** 20:20  
**2008** 57:16  
**2021** 1:9 2:5,8 3:7  
 3:17 14:14 60:12  
**21** 15:23 17:20 19:7  
 19:11,24 38:14  
 39:12  
**25** 2:8 3:4,17 5:3  
 11:9 12:7 14:14  
 14:20 15:3,6  
 46:16 51:17 57:9

57:13,18 58:24  
**25th** 1:9  
**26A** 5:21  
**28** 2:5 3:7

---

**3**


---

**3** 2:5,10 3:24 16:7  
**30** 46:16  
**30-something**  
 20:25  
**300** 24:10 43:11  
 44:5  
**37** 2:14 5:1

---

**4**


---

**4** 2:12 4:12  
**4,200** 22:25  
**4,500** 23:5  
**4:00** 1:9 3:4,17  
**40** 20:14 46:16  
 51:23 57:10  
**400** 37:15 45:16  
**45** 2:16 12:5,19  
 40:13  
**450** 37:20  
**452** 37:18

---

**5**


---

**5** 2:14 5:1 20:24  
**5/12** 26:11  
**50** 27:15,17 46:16  
**500** 37:16

---

**6**


---

**6** 2:16 12:4  
**60** 20:14,18 27:15  
 27:17 43:23  
**600** 37:13  
**60s** 57:24

---

**7**


---

**7** 2:18 15:4 51:23  
 59:10  
**70** 20:18  
**700** 45:17  
**750** 37:13

---

**8**


---

**8** 2:20 48:4  
**800** 32:14

**801** 37:20