

1 VILLAGE OF GREENPORT

2 COUNTY OF SUFFOLK : STATE OF NEW YORK

-----x

3 BOARD OF TRUSTEES

4 REGULAR SESSION

5 -----x

6 Third Street Firehouse

7 November 28, 2022

8 7:00 P.M.

9  
10 B E F O R E:

11 GEORGE HUBBARD, JR. - MAYOR

12 JACK MARTILOTTA - DEPUTY MAYOR/TRUSTEE

13 PETER CLARKE - TRUSTEE

14 MARY BESS PHILLIPS - TRUSTEE

15 JULIA ROBINS - TRUSTEE

16  
17  
18 JOSEPH PROKOP - VILLAGE ATTORNEY (Absent)

19 SYLVIA PIRILLO - VILLAGE CLERK

20 PAUL PALLAS - VILLAGE ADMINISTRATOR

1 (The Meeting was Called to Order at 7 p.m.)

2 MAYOR HUBBARD: I'll call the meeting to  
3 order with the Pledge to the Flag.

4 (Pledge of Allegiance)

5 MAYOR HUBBARD: Please remain standing for a  
6 moment of silence for Carolee Doucett, Agnes  
7 Malinauskas Dunn, Joann Theresa Nowaski, Steven  
8 Lawrence "Larry" Reiter, and Janet L. Evans Croce.

9 (Moment of Silence)

10 MAYOR HUBBARD: Thank you. Okay. I have a  
11 couple of announcements to make.

12 Joe Prokop, the Village Attorney, is excused  
13 this evening. Because of the change of date, he  
14 had a prior commitment for Monday night, instead of  
15 Thursday night.

16 The annual Christmas Parade will be held at  
17 5 p.m. on December 3rd, 2022, with a rain date of  
18 December 4th, 2022. The parade this year is going  
19 to start up on Broad Street, to give more room for  
20 lining up the vehicles, and everything else, and  
21 the Parade of Lights. So 5 o'clock, starting at  
22 Broad Street, going down to Mitchell Park. And we  
23 have carolers, tree lighting, hot chocolate, stuff,  
24 you know, donated, so it will be a fun day. So,  
25 hopefully, we get no rain. Just a little bit of

1 snow would make it really festive.

2 TRUSTEE MARTILOTTA: There you go.

3 (Laughter)

4 MAYOR HUBBARD: All right. Village offices  
5 will be closed on December 26th, 2022 in  
6 celebration of the Christmas holiday, and on  
7 January 2nd, 2023 in celebration of New Year's Day.

8 This is not on the agenda, but I got -- well,  
9 we all received 30 to 40 emails today talking about  
10 the moratorium and everything else. So there's  
11 going to be -- the last resolution that will be on  
12 the agenda is to hold a special meeting on  
13 December 8th at 7 p.m., at the Firehouse here, to  
14 discuss the moratorium. So that will be a change  
15 when I read -- we get to the regular agenda, I'll  
16 be adding No. 25 on there.

17 TRUSTEE MARTILOTTA: You said the 8th?

18 MAYOR HUBBARD: Huh?

19 TRUSTEE MARTILOTTA: You said 8th?

20 MAYOR HUBBARD: The 8th, yes.

21 TRUSTEE MARTILOTTA: That's a week from now.

22 MAYOR HUBBARD: It's a week before our work  
23 session.

24 Okay. Public Hearings:

25 We have a *Public Hearing regarding a proposed*

1       *Local Law of 2022, amending the parking regulations*  
2       *of the Village of Greenport, remains open.*

3               There's been some modifications and changes  
4       on that that the Village Attorney had done. The  
5       new paper was put on the website, the new version,  
6       latest version of it and all. So if anybody would  
7       like to comment on the public hearing, come on up,  
8       state your name and address for the record and talk  
9       to us.

10              MR. SWISKEY: William Swiskey, 184 Fifth  
11       Street. I don't think you need that ordinance.  
12       All you're doing is devaluing a bunch of valuable  
13       property. You know, people are going to get  
14       appraisals again, you could lose tax revenue. You  
15       really should reconsider it. Thank you.

16              MAYOR HUBBARD: Thank you.

17              PATRICIA HAMMES: Tricia Hammes, 603 Main  
18       Street. I just want to say I wasn't aware there  
19       was a new version of it, and I think there needs to  
20       be some better communication when that type of  
21       thing happens. I haven't had a chance to review  
22       it, so I have no comments at this point.

23              MAYOR HUBBARD: Okay. Well, it's an open  
24       public hearing, so we will be able to take comments  
25       in the future.

1 Any other comments on the public hearing on  
2 the parking?

3 (No Response)

4 MAYOR HUBBARD: All right. I'll offer a  
5 motion to keep the public hearing open, so  
6 everybody has more time to review it, and we can  
7 discuss it again next month.

8 TRUSTEE MARTILOTTA: Second

9 MAYOR HUBBARD: All right. Motion and  
10 second. All in favor?

11 TRUSTEE CLARKE: Aye.

12 TRUSTEE ROBINS: Aye.

13 TRUSTEE MARTILOTTA: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 MAYOR HUBBARD: Aye.

16 Opposed?

17 (No Response)

18 MAYOR HUBBARD: Motion carried.

19 Okay. The public to address the Board on any  
20 topic. Raise your hand and -- yep, yes.

21 KEVIN STUESSI: Hi there. Kevin Stuessi,  
22 417 Clark Street. You've heard me in several  
23 meetings in the past, and on October 27th, this  
24 Board voted to draft language for a Local Law on a  
25 moratorium of six months to hit pause.

1           Here we are tonight, the community has  
2 spoken. I have approximately 200 signatures of  
3 people who we've spent time in their living rooms  
4 talking to them at length, and it is a wide  
5 spectrum of this community, beyond the 40 emails  
6 you got today. It's people who have lived here  
7 their entire lives, like Gilbert Raynor, who's  
8 84 years old, and I spent an hour and fifteen  
9 minutes in his house yesterday listening to him  
10 talk about his history in the community as a third  
11 generation person who worked for Mills, and retired  
12 two years ago at 82. It's people who are young,  
13 it's people who are in between, it's new people,  
14 it's people who have been here a long time.

15           The business community is in support of this  
16 as well. You're going to see multiple signatures  
17 on this from people like the Rowsoms, who own  
18 Preston's, to Scott from Burton's Book Store, to  
19 Sarah from First and South, to Matt from 1943. It  
20 is a very wide spectrum that wants to hit pause on  
21 development in this community.

22           It is time for you to take action, to not  
23 delay this any longer. And the language needs to  
24 be drafted and voted on immediately. While we are  
25 sitting here, there are other developers that are

1 continuing to circle this town and wanting to do  
2 things that are not appropriate for what the  
3 long-term growth of this Village should be. So  
4 it's about smart development, and it's about  
5 putting a plan in place and protecting our historic  
6 working waterfront.

7 One gentleman in particular who I talked to  
8 the other day said it best. It's like the kerosene  
9 lamp's been tipped over, kerosene's spilling on the  
10 floor and it's been ignited. We have to clean it  
11 up and stop the fire immediately. I urge you to  
12 act immediately. Thank you.

13 (Applause)

14 MAYOR HUBBARD: Do you want to give the --  
15 you want to give the petition to the Clerk and she  
16 can get copies for us all?

17 (Applause)

18 MAYOR HUBBARD: Okay. Anybody else wish to  
19 address the Board?

20 MR. SWISKEY: Yeah, I do. Any topic, right,  
21 George? Any topic, right, George? Addressing the  
22 Board.

23 MAYOR HUBBARD: Yep, open comments.

24 MR. SWISKEY: I have a couple of things.  
25 First one refers to -- oh, William Swiskey, 184

1 Fifth Street, Greenport. Resolution 22-4, taking  
2 money from the Carousel to transport to the  
3 Ice Rink.

4 Now, when this Village Board passed the rate  
5 increase on tickets for the Carousel, it was  
6 because the Carousel all needed maintenance,  
7 they -- well, this doesn't make any sense, then.  
8 Take \$11,000? There are other contingency funds  
9 you can take this from. If you can't find them, I  
10 can find them. But I would urge you to table this  
11 resolution and find another fund to take it from.  
12 Thank you.

13 And then we have one more thing here on the  
14 agenda. It's the -- it's investing these assets in  
15 this cooperative liquid assets. Has anybody  
16 researched this fund? I mean --

17 MAYOR HUBBARD: Yes, we have, and we have a  
18 long list of other clients, a school, other places  
19 that are investing there and it's paying them much  
20 better percentage than where we had money before.

21 MR. SWISKEY: Well, you know, you can invest  
22 in two-year government bonds and get a better  
23 percentage. This is sort of risky, I mean, this is  
24 people's money, plus, you don't have \$13 million to  
25 invest. If you take what you actually have to



1 invest, because you can't take it from the fund  
2 you're spending money from, you have about  
3 \$3 1/2 million dollars.

4 So I would go get a financial analyst to look  
5 into this, because this seems a little bit like  
6 Enron or Bernie Madoff to me.

7 Anyway, and I have one more comment on the  
8 moratorium. This is crazy. Moratorium? I mean,  
9 these -- plenty of these people weren't here when  
10 this Village, "Oh, I'm not going to the Village,  
11 it's a mess." Well, that development made the  
12 Village. Now, what do they want to freeze it at?  
13 I don't get it. What do they want to freeze? What  
14 in particular can come of it? I've been involved  
15 with seeing moratoriums through the Town and  
16 everything, and none of them produces anything.

17 I would ask this Board to just say no, or at  
18 least have a public hearing on whatever the  
19 moratorium turns out to be. We want specifics.  
20 You just don't exact -- enact something without  
21 specifics. None of the Trustees have been able to  
22 give me specifics. First, it's the whole Village,  
23 then it's just the downtown, now it's Waterfront  
24 Commercial. Just what is it? I don't understand it.

25 And there are 1100 voters in this Village,

1 believe it or not, and just because 200 people sign  
2 a petition doesn't mean that's an overwhelming  
3 majority. A lot of people I talked to, and I don't  
4 do petitions, tell me this is crazy.

5 Anyway, thank you.

6 MAYOR HUBBARD: Thank you. Anybody else  
7 here?

8 PATRICIA HAMMES: Tricia Hammes, 603 Main  
9 Street. I just want to echo what Kevin said  
10 earlier. It's not clear to me, when you said that  
11 you're adding a resolution for a meeting on  
12 December 6th, what that meeting is going to be. I  
13 hope it will be on the draft of the moratorium law  
14 itself, because I think it's really imperative that  
15 that get voted on by this Board by the end of this  
16 month, so that you can start running the period  
17 that you need to with the County.

18 I am happy to help in whatever way that I  
19 can. I've offered before, I have time on my hands.  
20 I'm a lawyer by training, so I'm happy to help  
21 however I can. And I really hope that the  
22 intention is for that meeting to be on the  
23 substance of a law, so that the community can weigh  
24 in, and Mr. Swiskey can review it and have his  
25 comments, and other people that aren't here can

1 have their comments.

2 But I've seen some of these people. I don't  
3 know all of them, I know other people that aren't  
4 here tonight, and every single person that I have  
5 talked to in the Village is supportive of a limited  
6 moratorium to stop approvals for additional  
7 development in the CR and the WC for a period to  
8 allow the Village to update the LWRP. Right now,  
9 the guiding document for this, for this Village is  
10 from 1996, and it's a -- it's a very hard document  
11 to find anything to pin on when you're reviewing,  
12 I'm on the Planning Board, when you're reviewing  
13 Planning decisions.

14 We had discussion at the Planning Board  
15 meeting today about the need, the need to really  
16 work hard to update that document thoroughly, not  
17 just by changing and updating names of businesses  
18 in there. By getting community input and updating  
19 it from when the last data was collected, which  
20 even though the draft was 2014, most of that data  
21 was collected in 2010 and '11.

22 So I think there are people in this room and  
23 there are people that aren't in this room that are  
24 more than willing to contribute their time to be on  
25 a Waterfront Advisory Committee, and roll up their

1 sleeves in the first two months of this year to do  
2 that work, and to also do a comprehensive review of  
3 the Zoning Code, which has a lot of issues with it  
4 that are inconsistent, and also not in line with  
5 what I think a lot of people want to see the  
6 direction of the Village going in in the future.

7 So I hope that that's the direction this  
8 Board is going in. And, again, I, at least  
9 individually, and I think the Planning Board as  
10 well, and there's a couple of members here, they  
11 can speak for themselves, will be more than willing  
12 to do whatever we can to help with that process.  
13 Thank you.

14 MAYOR HUBBARD: Okay. Thank you.

15 (Applause)

16 TRUSTEE PHILLIPS: Mayor, before the next  
17 speaker speaks, the resolution that you're adding,  
18 since the wording is not exactly in the agenda for  
19 everyone to read, could we have a general idea what  
20 the resolution is going to say that you're adding?

21 MAYOR HUBBARD: Okay.

22 TRUSTEE PHILLIPS: I mean, the special  
23 meeting, is this dealing -- it's dealing with a  
24 moratorium? Is it dealing with emails that were  
25 transacted earlier this morning? Or, you know,

1       what does the resolution actually say? I think  
2       it's only fair, so the public -- and the public has  
3       an opportunity to comment on it as well.

4               MAYOR HUBBARD: Okay. Well, I'll ask  
5       Trustee Robins, because she's the one who brought  
6       up the special meeting. Can you explain what you  
7       want the special meeting for?

8               TRUSTEE ROBINS: Actually, I have a copy here  
9       of a moratorium resolution. I want to offer a  
10      motion to pass a resolution that reads as follows:

11              A resolution to schedule a public hearing on  
12      or before December 16th, 2022 in respect of a  
13      Local Law to enact a six-month moratorium on the  
14      issuance of any developmental improvements in  
15      respect of any proposed business or use in the  
16      Commercial Retail or Waterfront Commercial Zones of  
17      the Village. So moved.

18              MAYOR HUBBARD: Okay. That's not answering  
19      the question, though.

20              TRUSTEE ROBINS: Well, I had sent an email  
21      this morning with a draft --

22              MAYOR HUBBARD: Well, I --

23              TRUSTEE ROBINS: -- with a draft proposal  
24      for --

25              MAYOR HUBBARD: Okay.

1 TRUSTEE ROBINS: Okay?

2 MAYOR HUBBARD: You sent an email --

3 TRUSTEE ROBINS: And the public's not going  
4 to see it, obviously, tonight.

5 MAYOR HUBBARD: Okay. Does that answer your  
6 question, Trustee Phillips?

7 TRUSTEE PHILLIPS: Okay. All right. So  
8 that's -- okay. Thank you very much. That does  
9 answer what -- so you're suggesting -- sorry.

10 MAYOR HUBBARD: Okay.

11 TRUSTEE PHILLIPS: You're putting on the  
12 table a special meeting on December 8th for that  
13 purpose, correct, to discuss?

14 MAYOR HUBBARD: What I have written down --

15 TRUSTEE PHILLIPS: Okay, that's what I'm  
16 looking for.

17 MAYOR HUBBARD: -- is to schedule -- a  
18 resolution scheduling a special meeting for  
19 December 8th, 7 p.m., at the Firehouse, about the  
20 moratorium.

21 TRUSTEE PHILLIPS: Okay. That's what I want.

22 MAYOR HUBBARD: Because the paperwork that we  
23 got at 11:06 today to the Village Board and the  
24 Village Attorney on the day of a meeting, the  
25 Village Attorney has not had time to review what

1       you sent around as your proposed law. And there's  
2       inconsistencies and stuff in there that not to be  
3       in the law to pass it that way. So everybody needs  
4       time to review it, look at it, make comments to the  
5       Village Attorney about changes and stuff that needs  
6       to be done.

7               TRUSTEE ROBINS: I'm asking that we do a  
8       public hearing on the 16th of December, not next --  
9       not, you know, a week away, but a couple of weeks,  
10      which I think would give the Village Attorney time  
11      to look at that draft resolution.

12             TRUSTEE PHILLIPS: Julia, I think you're  
13      missing the point. The Mayor is putting on a  
14      resolution for December 8th to discuss exactly what  
15      you put in your email this morning, to discuss the  
16      moratorium, which we all have been doing. So he's  
17      doing it eight days earlier than you suggested,  
18      the 16th. I wanted to make that clear, so  
19      everybody understands that this is dealing with a  
20      moratorium, and the discussion that we've all been  
21      asking, so that we could finally come to a -- to a  
22      finalization of where we're headed.

23             I'm sorry if my voice -- I've had laryngitis  
24      for the last week-and-a-half. So, okay, Mayor,  
25      that answers my question. Thank you very much.

1           MAYOR HUBBARD: Okay. I was trying to do it  
2 before the work session, so we could have  
3 discussions at the work session --

4           TRUSTEE PHILLIPS: That's correct.

5           MAYOR HUBBARD: -- instead of doing it on a  
6 Friday night, the day after the work session.

7           TRUSTEE PHILLIPS: That's -- I thank you. I  
8 think I find that --

9           MAYOR HUBBARD: Well, you could -- when we  
10 get to that point, you can change the motion to  
11 read whatever you'd like and see what happens  
12 with it.

13          TRUSTEE ROBINS: Okay.

14          MAYOR HUBBARD: Okay.

15          TRUSTEE ROBINS: Thank you.

16          MAYOR HUBBARD: Go ahead.

17          STACEY TASSEYMAN: Thank you. Stacey  
18 Tasseymen, 512 Second Street. And I just want to  
19 say my understanding of the moratorium is not for  
20 or against development. And people who might be  
21 very much for development might still be willing to  
22 do a moratorium to get some clarity around what we  
23 want this town to be like.

24               There are large parcels of property that will  
25 come up for development and are up for development



1 right now. And, personally, I want to say that  
2 like to have a plan from 1996, and I have been in  
3 Greenport since before that, to have a plan from  
4 1996 is an embarrassment. We are a completely  
5 different place now.

6 And the moratorium would give a chance for  
7 the meeting of the minds from whoever wants to be  
8 part of a committee, or however it's handled, to  
9 develop something that would be more along the  
10 lines of today, not -- I mean, '96, to me, if you  
11 ask me, it was three years ago. But what was it,  
12 almost 30 years ago? It's unacceptable. So that's  
13 my piece. Thank you.

14 MAYOR HUBBARD: Okay. Thank you.

15 (Applause)

16 PAUL LIVESEY: Hi. Paul Livesey, 150 Sterling  
17 Avenue. I just want to echo the comments that said --  
18 Have been said before. I'm a more recent resident  
19 of Greenport, over the last six, seven years, but I  
20 do think there needs to be a plan of what Greenport  
21 needs to be and wants to be going forward.

22 It's not something that hasn't been done  
23 before. There are other -- there are other working  
24 fishing harbor towns that have done this. I think  
25 we just need to take a break, and actually take a

1 break to take a step forward.

2 And secondly, this is probably out of -- out  
3 of -- little bit out of order, but I don't like  
4 seeing the way the Board of Trustees has just  
5 interacted. I don't like seeing somebody bringing  
6 up a motion and the Mayor of this town reacting the  
7 way he did. And I just wanted to say that, because  
8 it wasn't comfortable for me to watch.

9 (Applause)

10 KAREN RIVARA: Good evening. My name is  
11 Karen Rivara, 628 Carpenter Street. I won't spend  
12 a lot of time, you know, rehashing what everybody  
13 in support of the moratorium has said. I agree  
14 with all the former speakers.

15 I just also want to say that when we develop  
16 a plan for the Village, it's also important that we  
17 think about the future and what people of the  
18 future are going to want from this town. We're  
19 just stewards. We're going to be dead and there'll  
20 be people here after us, and what are we going to  
21 leave them?

22 We have traditional uses of our land here,  
23 fishing, boat building, boat maintenance,  
24 waterfront repair, you know, companies, dock  
25 builders, and those, those jobs are very important,

1 and I think they're important to maintain for the  
2 future. And we need to have a place where people  
3 who have water-dependent businesses can work, and  
4 that people in the future have that opportunity as  
5 well.

6 A lot of effort has been put into bringing  
7 our bays back to a healthy environment, and I think  
8 that in the future, our bays will be really  
9 productive. And it would be a shame for other  
10 people to be harvesting those fish because we can't  
11 land them here and pack them out here. So just  
12 that, for instance, would be very important for us  
13 to maintain. So I think that should be a part of  
14 the plan, as a thought for the future, not just  
15 what we want now. Thank you.

16 And, also, I would like to say that I agree  
17 with Paul's comments, I did find it hard to watch  
18 the interaction with the Trustees. So, hopefully,  
19 everybody can dial it down a bit and we'll have a  
20 nice calm conversation. Thank you.

21 MAYOR HUBBARD: Thank you.

22 (Applause)

23 MARGARET DE CRUZ: Hi. Margaret deCruz,  
24 25 Washington Avenue. I think that it's a good  
25 idea to have a moratorium, because we need to do

1 things differently than we've been doing them all  
2 along, based on money and ownership of property and  
3 a lot of profit. I mean, that's one of the reasons  
4 why we don't have enough housing, and that's one of  
5 the reasons why our Earth is being devoured by  
6 development.

7 And now, if there is a moratorium, I would  
8 like to also see some study of how other towns are  
9 doing things, and other towns are doing practices  
10 that are more sustainable and more equitable.

11 There is a -- something called Strong Towns out  
12 there that's been started, and there are actually  
13 webinars and workshops, so that people can learn  
14 about other towns and other ways of developing and  
15 creating a community that works for everybody. So  
16 I would really be happy to be on a committee.

17 I don't think just a six-month -- we might  
18 not be able to do whatever we need to do in six  
19 months. I think we really need to rethink things.  
20 And, yeah, and more sharing, more of a sharing  
21 economy. You know, we could share co-housing,  
22 housing.

23 And the other thing is there are a lot of  
24 people who are older now and are -- would like to  
25 retire, or they can't keep up their houses, so

1       they're leaving, whereas we could do the -- you  
2       know, some of the developers perhaps could help  
3       people who own homes have the money to create  
4       apartments for other people to live in and help  
5       with the upkeep of the property. I mean, there's  
6       other ways of doing things to -- where we don't  
7       have to like tear down new things. There's already  
8       so many buildings here. Thank you.

9               MAYOR HUBBARD: Okay.

10                        (Appause)

11               MAYOR HUBBARD: Anybody else wish to address  
12       the Board?

13               TONY SPIRIDAKIS: Tony Spiridakis, 178  
14       Sterling Street, Greenport.

15               This is a -- it's so funny, because no matter  
16       how long you actually have been coming to the  
17       North Fork, there's always this issue of nativism  
18       and stuff, and, you know, are you a regular or are  
19       you a local? I have a picture of me as a baby in  
20       1959 coming out of the water on Rocky Point Road  
21       Beach, so I've been here quite a while. And I'm --  
22       oh, I'm nervous.

23                               (Laughter)

24               TONY SPIRIDAKIS: I think that the idea of a  
25       plan and why I'm really for the moratorium is

1       because, you know, and I've read all the things  
2       that I've read, and I know we have -- we want to  
3       attract, you know, business here, we want to  
4       attract development. The main thing, though, is we  
5       have such a jewel here. If we take the time to  
6       really plan what the development is and what the  
7       Village should look like, the money will come. And  
8       we will get to decide as shepherds of the future  
9       generations, you know, what this place is going to  
10      look like, and it's pretty damn good looking right  
11      now. But to have a plan to maintain the beauty is,  
12      I think, all anyone is talking about when they're  
13      talking about moratorium. I just don't think we've  
14      characterized it correctly.

15           I think people absolutely understand how  
16      valuable development is, but what we've seen is a  
17      bull rush on our little Village, you know, and we  
18      just want to hit pause to say we have a plan. That  
19      plan from 1996, we're going to rework it and we're  
20      going to, you know, dot the I's and cross the T's,  
21      and get it codified and have a plan, but that plan  
22      should be thoughtful, and should recognize the  
23      jewel we have, and try to keep the things that are  
24      going to happen to us in our -- in our control, so  
25      to speak, at least in terms of saying the control

1 is here, here's the vision. And I think that  
2 you'll see that whatever we think we could get from  
3 developers now, we would get more from them if we  
4 have a beautiful Village with a plan. That's what  
5 I think, so thank you.

6 MAYOR HUBBARD: Thank you.

7 (Applause)

8 JENNIFER BENTON: Excuse me. Jennifer  
9 Benton, 313 Second Street.

10 I think I want to surmise what everyone has  
11 been saying here. This is not an attack on  
12 development, this is not an attack on the Village.  
13 It's just an opportunity, as everyone has said, to  
14 take a step back and actually take a look at what  
15 we are doing, and how we're doing it, and how we're  
16 moving forward.

17 And as Tony just said, the money is coming  
18 anyway, they're all here. The difference is that  
19 they're coming here, and in some ways they are  
20 starting to dictate what our future is, and we're  
21 all here for a reason. And we just want to try to  
22 just take a step back and make sure that we're  
23 doing the right thing. That's all.

24 (Applause)

25 MAYOR HUBBARD: Anybody else wish to address

1 the Board?

2 (No Response)

3 MAYOR HUBBARD: Okay. Well, we'll move on to  
4 our regular agenda, then.

5 RESOLUTION #11-2022-1, *RESOLUTION adopting*  
6 *the November, 2022 agenda as printed, with the*  
7 *addition of No. 25, resolution for the special*  
8 *meeting.* So moved.

9 TRUSTEE MARTILOTTA: Second.

10 MAYOR HUBBARD: All in favor?

11 TRUSTEE CLARKE: Aye.

12 TRUSTEE ROBINS: Aye

13 TRUSTEE MARTILOTTA: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 MAYOR HUBBARD: Aye.

16 Opposed?

17 (No Response)

18 MAYOR HUBBARD: Motion carried.

19 Trustee Clarke.

20 TRUSTEE CLARKE: *RESOLUTION #11-2022-2,*  
21 *Accepting the monthly reports of the Greenport Fire*  
22 *Department, Village Administrator, Village*  
23 *Treasurer, Village Clerk, Village Attorney, Mayor*  
24 *and Board of Trustees.* So moved.

25 TRUSTEE ROBINS: Second.



1 MAYOR HUBBARD: All in favor?

2 TRUSTEE CLARKE: Aye.

3 TRUSTEE ROBINS: Aye

4 TRUSTEE MARTILOTTA: Aye.

5 TRUSTEE PHILLIPS: Aye.

6 MAYOR HUBBARD: Aye.

7 Opposed?

8 (No Response)

9 MAYOR HUBBARD: Motion carried.

10 TRUSTEE ROBINS: *RESOLUTION #11-2022-3,*  
11 *RESOLUTION authorizing the attendance of Village*  
12 *Administrator Paul Pallas at a meeting with NYSERDA*  
13 *on December 6, 2022 in Albany, New York regarding*  
14 *IDA/IRA funding opportunities, with all travel,*  
15 *mileage and meal expenses to be reimbursed in*  
16 *accordance with the Village of Greenport Travel*  
17 *Policy. So moved.*

18 TRUSTEE MARTILOTTA: Second.

19 MAYOR HUBBARD: All in favor?

20 TRUSTEE CLARKE: Aye.

21 TRUSTEE ROBINS: Aye

22 TRUSTEE MARTILOTTA: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 MAYOR HUBBARD: Aye.

25 Opposed?

1 (No Response)

2 MAYOR HUBBARD: Motion carried.

3 TRUSTEE MARTILOTTA: *RESOLUTION #11-2022-4,*  
4 *RESOLUTION authorizing Interim Treasurer Gaffga to*  
5 *perform attached Budget Transfer #5137 to transfer*  
6 *appropriations to fund the additional operating*  
7 *expenses and repairs for the set-up and maintenance*  
8 *of the Ice Rink, and directing that Budget*  
9 *Amendment #5137 be included as part of the formal*  
10 *meeting minutes of the November 18th, 2022 Regular*  
11 *Meeting of the Board of Trustees. So moved.*

12 TRUSTEE PHILLIPS: Second.

13 MAYOR HUBBARD: All in favor?

14 TRUSTEE CLARKE: Aye.

15 TRUSTEE ROBINS: Aye

16 TRUSTEE MARTILOTTA: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 MAYOR HUBBARD: Aye.

19 Opposed?

20 (No Response)

21 MAYOR HUBBARD: Motion carried.

22 TRUSTEE PHILLIPS: Mr. Mayor, may I --

23 MAYOR HUBBARD: Are you able to?

24 TRUSTEE PHILLIPS: I'm going to ask that you  
25 keep me out of the rotation for talking for the

1 resolutions tonight.

2 MAYOR HUBBARD: I will. I was just --

3 TRUSTEE PHILLIPS: I'm here for --

4 MAYOR HUBBARD: I was waiting until it got to  
5 you to ask you that, but that's fine.

6 TRUSTEE PHILLIPS: Yeah.

7 MAYOR HUBBARD: Trustee Clarke, would you  
8 read that one for --

9 TRUSTEE CLARKE: *RESOLUTION #11-2022-5,*  
10 *Authorizing Interim Treasurer Gaffga to perform*  
11 *attached Budget Amendment #5138 to appropriate*  
12 *reserves to fund material and labor costs to repair*  
13 *the bucket pins and bushings on the Road Department*  
14 *payloader and directing that Budget Amendment #5138*  
15 *be included as part of the formal meeting minutes*  
16 *of the November 28th, 2022 Regular Meeting of the*  
17 *Board of Trustees. So moved.*

18 TRUSTEE ROBINS: Second.

19 MAYOR HUBBARD: All in favor?

20 TRUSTEE CLARKE: Aye.

21 TRUSTEE ROBINS: Aye

22 TRUSTEE MARTILOTTA: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 MAYOR HUBBARD: Aye.

25 Opposed?

1 (No Response)

2 MAYOR HUBBARD: Motion carried.

3 TRUSTEE MARTILOTTA: *RESOLUTION #11-2022-6,*  
4 *RESOLUTION authorizing Interim Treasurer Gaffga to*  
5 *perform attached Budget Amendment #5141 to*  
6 *appropriate reserves to fund the additional cost*  
7 *for the replacement of battery equipment at the*  
8 *Power Plant, and directing that Budget Amendment*  
9 *#5141 be included as part of the formal meeting*  
10 *minutes of the November 28th, 2022 Regular Meeting*  
11 *of the Board of Trustees. So moved.*

12 TRUSTEE MARTILOTTA: Second.

13 MAYOR HUBBARD: All in favor?

14 TRUSTEE CLARKE: Aye.

15 TRUSTEE ROBINS: Aye

16 TRUSTEE MARTILOTTA: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 MAYOR HUBBARD: Aye.

19 Opposed?

20 (No Response)

21 MAYOR HUBBARD: Motion carried.

22 TRUSTEE MARTILOTTA: *RESOLUTION #11-2022-07,*  
23 *RESOLUTION approving the attached First Amendment*  
24 *to Lease Agreement between the Village of Greenport*  
25 *and the New York SMSA Limited Partnership d/b/a*

1        *Verizon Wireless, and authorizing Mayor Hubbard to*  
2        *sign the First Amendment on behalf of the Village*  
3        *of Greenport. So moved.*

4                TRUSTEE CLARKE: Second.

5                MAYOR HUBBARD: All in favor?

6                TRUSTEE CLARKE: Aye.

7                TRUSTEE ROBINS: Aye

8                TRUSTEE MARTILOTTA: Aye.

9                TRUSTEE PHILLIPS: Aye.

10               MAYOR HUBBARD: Aye.

11               Opposed?

12                        (No Response)

13               MAYOR HUBBARD: Motion carried.

14               TRUSTEE CLARKE: *RESOLUTION #11-2022-8,*  
15        *Authorizing the use of New York Cooperative Liquid*  
16        *Assets Securities Systems ("NYCLASS") as an*  
17        *official depository and investment service*  
18        *organization for the Village of Greenport,*  
19        *approving the attached Municipal Cooperative*  
20        *Resolution, and authorizing Interim Treasurer*  
21        *Gaffga and Mayor Hubbard to sign the Fund*  
22        *Registration forms as the Key Contact and*  
23        *Authorized Signer. So moved.*

24               TRUSTEE ROBINS: Second.

25               MAYOR HUBBARD: All in favor?

1 TRUSTEE CLARKE: Aye.

2 TRUSTEE ROBINS: Aye

3 TRUSTEE MARTILOTTA: Aye.

4 TRUSTEE PHILLIPS: Aye.

5 MAYOR HUBBARD: Aye.

6 Opposed?

7 (No Response)

8 MAYOR HUBBARD: Motion carried.

9 TRUSTEE ROBINS: *RESOLUTION #11-2022-9,*  
10 *RESOLUTION approving the attached Master*  
11 *Subscription Agreement between the Village of*  
12 *Greenport and Granicus, LLC for the renewal of the*  
13 *IQM2 Agenda and Minutes Maker subscription, at an*  
14 *annual cost of \$4,494.00 and authorizing Mayor*  
15 *Hubbard to sign the agreement between the Village*  
16 *of Greenport and Granicus, LLC. So moved.*

17 TRUSTEE MARTILOTTA: Second.

18 MAYOR HUBBARD: All in favor?

19 TRUSTEE CLARKE: Aye.

20 TRUSTEE ROBINS: Aye

21 TRUSTEE MARTILOTTA: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 MAYOR HUBBARD: Aye.

24 Opposed?

25 (No Response)

1 MAYOR HUBBARD: Motion carried.

2 TRUSTEE MARTILOTTA: All right.

3 *RESOLUTION #11-2022-10, RESOLUTION approving*  
4 *the attached 2022 - 2023 Service Fee Agreement*  
5 *between the Village of Greenport and Penflex,*  
6 *Incorporated regarding the 2022 - 2023 fees*  
7 *applicable to the administration by Penflex,*  
8 *Incorporated of the Village of Greenport Volunteer*  
9 *Firefighter Length of Service Awards Program, and*  
10 *authorizing Mayor Hubbard to sign the agreement*  
11 *between Penflex, Inc. And the Village of Greenport.*  
12 So moved.

13 TRUSTEE CLARKE: Second.

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE CLARKE: Aye.

16 TRUSTEE ROBINS: Aye

17 TRUSTEE MARTILOTTA: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 MAYOR HUBBARD: Aye.

20 Opposed?

21 (No Response)

22 MAYOR HUBBARD: Motion carried.

23 TRUSTEE CLARKE: *RESOLUTION #11-2022-11,*  
24 *Awarding the contract for the purchase of cylinder*  
25 *heads for two (2) different types of Enterprise*

1       *Diesel Engines at the Village of Greenport Power*  
2       *Plant per the bid opening on October 17th, 2022 to*  
3       *Striegel Supply, Incorporated - the sole bidder -*  
4       *per the attached Bid Forms. So moved.*

5               TRUSTEE ROBINS: Second.

6               MAYOR HUBBARD: All in favor?

7               TRUSTEE CLARKE: Aye.

8               TRUSTEE ROBINS: Aye

9               TRUSTEE MARTILOTTA: Aye.

10              TRUSTEE PHILLIPS: Aye.

11              MAYOR HUBBARD: Aye.

12              Opposed?

13                       (No Response)

14              MAYOR HUBBARD: Motion carried.

15              TRUSTEE ROBINS: *RESOLUTION #11-2022-12,*  
16       *RESOLUTION establishing March 21st, 2023 as the*  
17       *Village of Greenport Election Day, to fill the*  
18       *expiring term of the Mayor, and each of the*  
19       *expiring terms of two Trustees. So moved.*

20              TRUSTEE MARTILOTTA: Second.

21              MAYOR HUBBARD: All in favor?

22              TRUSTEE CLARKE: Aye.

23              TRUSTEE ROBINS: Aye

24              TRUSTEE MARTILOTTA: Aye.

25              TRUSTEE PHILLIPS: Aye.



1 MAYOR HUBBARD: Aye.

2 Opposed?

3 (No Response)

4 MAYOR HUBBARD: Motion carried.

5 TRUSTEE MARTILOTTA: *RESOLUTION #11-2022-13,*  
6 *RESOLUTION setting forth the date and times of the*  
7 *2023 Village General Election as March 21st, 2023*  
8 *from 6 a.m. to 9 p.m. and setting the polling place*  
9 *of the Village Election on March 21st, 2023 to be*  
10 *the Village of Greenport Station One Firehouse on*  
11 *Third and South Streets in Greenport, New York.*  
12 So moved.

13 TRUSTEE CLARKE: Second.

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE CLARKE: Aye.

16 TRUSTEE ROBINS: Aye

17 TRUSTEE MARTILOTTA: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 MAYOR HUBBARD: Aye.

20 Opposed?

21 (No Response)

22 MAYOR HUBBARD: Motion carried.

23 TRUSTEE CLARKE: *RESOLUTION #11-2022-14,*  
24 *RESOLUTION setting two Village Voter Registration*  
25 *Days, as follows:*

1            *Thursday, March 9th, 2023 from 8:30 a.m. - 5 p.m.,*  
2            *and Saturday, March 11th, 2023 from 11 a.m. - 5 p.m.*  
3            *with voter registration taking place at Village*  
4            *Hall, 236 Third Street, Greenport, New York.*

5            So moved.

6            TRUSTEE ROBINS: Second.

7            MAYOR HUBBARD: All in favor?

8            TRUSTEE CLARKE: Aye.

9            TRUSTEE ROBINS: Aye

10           TRUSTEE MARTILOTTA: Aye.

11           TRUSTEE PHILLIPS: Aye.

12           MAYOR HUBBARD: Aye.

13           Opposed?

14           (No Response)

15           MAYOR HUBBARD: Motion carried.

16           TRUSTEE ROBINS: *RESOLUTION #11-2022-15,*  
17           *RESOLUTION allowing a non-Village resident to serve*  
18           *as an Election Inspector for the March 21st, 2023*  
19           *Village Election.* So moved.

20           TRUSTEE MARTILOTTA: Second.

21           MAYOR HUBBARD: All in favor?

22           TRUSTEE CLARKE: Aye.

23           TRUSTEE ROBINS: Aye

24           TRUSTEE MARTILOTTA: Aye.

25           TRUSTEE PHILLIPS: Aye.

1 MAYOR HUBBARD: Aye.

2 Opposed?

3 (No Response)

4 MAYOR HUBBARD: Motion carried.

5 TRUSTEE MARTILOTTA: *RESOLUTION #11-2022-16,*  
6 *RESOLUTION authorizing the hiring and payment of*  
7 *\$30.00 per hour to Translator Roselle Borelli,*  
8 *effective November 1st, 2022 for the performance of*  
9 *translation services related to the Village*  
10 *Election scheduled for March 21st, 2023. So moved.*

11 TRUSTEE CLARKE: Second.

12 MAYOR HUBBARD: All in favor?

13 TRUSTEE CLARKE: Aye.

14 TRUSTEE ROBINS: Aye.

15 TRUSTEE MARTILOTTA: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 MAYOR HUBBARD: Aye.

18 Opposed?

19 (No Response)

20 MAYOR HUBBARD: Motion carried.

21 TRUSTEE CLARKE: *RESOLUTION #11-2022-17,*  
22 *Authorizing the annual solicitation of bids for the*  
23 *delivery of unleaded (87 octane) gasoline to*  
24 *various locations throughout the Village of*  
25 *Greenport, and directing Clerk Pirillo to notice*

1        *the solicitation of bids accordingly. So moved.*

2            TRUSTEE ROBINS: Second.

3            MAYOR HUBBARD: All in favor?

4            TRUSTEE CLARKE: Aye.

5            TRUSTEE ROBINS: Aye

6            TRUSTEE MARTILOTTA: Aye.

7            TRUSTEE PHILLIPS: Aye.

8            MAYOR HUBBARD: Aye.

9            Opposed?

10                    (No Response)

11            MAYOR HUBBARD: Motion carried.

12            TRUSTEE ROBINS: *RESOLUTION #11-2022-18,*

13        *RESOLUTION authorizing the annual solicitation of*

14        *bids for the delivery of No. 2 heating oil to*

15        *various locations throughout the Village of*

16        *Greenport, and directing Clerk Pirillo to notice*

17        *the solicitation of bids accordingly. So moved.*

18            TRUSTEE MARTILOTTA: Second.

19            MAYOR HUBBARD: All in favor?

20            TRUSTEE CLARKE: Aye.

21            TRUSTEE ROBINS: Aye

22            TRUSTEE MARTILOTTA: Aye.

23            TRUSTEE PHILLIPS: Aye.

24            MAYOR HUBBARD: Aye.

25            Opposed?

1 (No Response)

2 MAYOR HUBBARD: Motion carried.

3 TRUSTEE MARTILOTTA: *RESOLUTION #11-2022-19,*  
4 *RESOLUTION authorizing the annual solicitation of*  
5 *bids for the delivery of diesel fuel to various*  
6 *locations throughout -- did I just read it? No, I*  
7 *got it. Throughout the Village of Greenport, and*  
8 *directing Clerk Pirillo to notice the solicitation*  
9 *of bids accordingly. So moved.*

10 TRUSTEE CLARKE: Second.

11 MAYOR HUBBARD: All in favor?

12 TRUSTEE CLARKE: Aye.

13 TRUSTEE ROBINS: Aye.

14 TRUSTEE MARTILOTTA: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 MAYOR HUBBARD: Aye.

17 Opposed?

18 (No Response)

19 MAYOR HUBBARD: Motion carried.

20 TRUSTEE CLARKE: Resolution 11-22 --  
21 *RESOLUTION #11-2022-20, Authorizing the annual*  
22 *solicitation of quotes for a 10-yard dump truck and*  
23 *driver to assist the Village with the removal and*  
24 *disposal of snow as needed and directing*  
25 *Clerk Pirillo to notice the Request for Quotations*

1       *accordingly. So moved.*

2               TRUSTEE ROBINS: Second.

3               MAYOR HUBBARD: All in favor?

4               TRUSTEE CLARKE: Aye.

5               TRUSTEE ROBINS: Aye

6               TRUSTEE MARTILOTTA: Aye.

7               TRUSTEE PHILLIPS: Aye.

8               MAYOR HUBBARD: Aye.

9               Opposed?

10                       (No Response)

11               MAYOR HUBBARD: Motion carried.

12               TRUSTEE ROBINS: *RESOLUTION #11-2022-21,*  
13       *RESOLUTION authorizing the annual solicitation of*  
14       *quotes for a requirement contractor, with a unit*  
15       *price schedule for hourly, half-day and daily rates*  
16       *for one (1) worker, one (1) worker with a back hoe,*  
17       *two (2) workers, and two (2) workers with a back*  
18       *hoe, including regular time and overtime, and*  
19       *directing Clerk Pirillo to notice the Request for*  
20       *Quotations accordingly. So moved.*

21               TRUSTEE MARTILOTTA: Second.

22               MAYOR HUBBARD: All in favor?

23               TRUSTEE CLARKE: Aye.

24               TRUSTEE ROBINS: Aye

25               TRUSTEE MARTILOTTA: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 MAYOR HUBBARD: Aye.

3 Opposed?

4 (No Response)

5 MAYOR HUBBARD: Motion carried.

6 TRUSTEE MARTILOTTA: *RESOLUTION #11-2022-22,*  
7 *RESOLUTION authorizing the annual solicitation of*  
8 *bids for tree and stump removal services and stump*  
9 *grinding services on specified Village of Greenport*  
10 *streets, and directing Clerk Pirillo to notice the*  
11 *bid solicitation accordingly. So moved.*

12 TRUSTEE CLARKE: Second.

13 MAYOR HUBBARD: All in favor?

14 TRUSTEE CLARKE: Aye.

15 TRUSTEE ROBINS: Aye

16 TRUSTEE MARTILOTTA: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 MAYOR HUBBARD: Aye.

19 Opposed?

20 (No Response)

21 MAYOR HUBBARD: Motion carried.

22 TRUSTEE CLARKE: *RESOLUTION #11-2022-23,*  
23 *Approving the Public Assembly Permit Application*  
24 *submitted by Linda Kessler on behalf of the*  
25 *Greenport Business Improvement District for the use*

1        *of the Red Schoolhouse from 1:30 p.m. through*  
2        *3:30 p.m. on December 10th, 2022 for a holiday*  
3        *ornament decorating and "Letters to Santa" event.*

4        So moved.

5                TRUSTEE ROBINS: Second.

6                MAYOR HUBBARD: All in favor?

7                TRUSTEE CLARKE: Aye.

8                TRUSTEE ROBINS: Aye

9                TRUSTEE MARTILOTTA: Aye.

10               TRUSTEE PHILLIPS: Aye.

11               MAYOR HUBBARD: Aye.

12               Opposed?

13                        (No Response)

14               MAYOR HUBBARD: Motion carried.

15               TRUSTEE ROBINS: *RESOLUTION #11-2022-24,*  
16        *RESOLUTION approving all checks per the Voucher*  
17        *Summary Report dated November 18th, 2022, in the*  
18        *total amount of \$1,322,036.03 consisting of:*

19               o *All regular checks in the amount of*  
20        *\$1,212,737.04, and*

21               o *All prepaid checks (including wire*  
22        *transfers) in the amount of \$109,298.98 (sic)*  
23        *(\$109,298.99) So moved.*

24               TRUSTEE CLARKE: Second.

25               MAYOR HUBBARD: All in favor?



1 TRUSTEE CLARKE: Aye.

2 TRUSTEE ROBINS: Aye

3 TRUSTEE MARTILOTTA: Aye.

4 TRUSTEE PHILLIPS: Aye.

5 MAYOR HUBBARD: Aye.

6 Opposed?

7 (No Response)

8 MAYOR HUBBARD: Motion carried.

9 MAYOR HUBBARD: *I'll offer RESOLUTION*

10 *#11-2022-25, resolution scheduling a special*  
11 *meeting for December 8th, 7 p.m., at the Firehouse*  
12 *on Third Street, for a discussion about the*  
13 *moratorium. So moved.*

14 TRUSTEE PHILLIPS: Second.

15 MAYOR HUBBARD: Any discussion?

16 (No Response)

17 MAYOR HUBBARD: All in favor?

18 TRUSTEE CLARKE: Aye.

19 TRUSTEE ROBINS: Aye

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 MAYOR HUBBARD: Aye.

23 Opposed?

24 (No Response)

25 MAYOR HUBBARD: Motion carried.

1 TRUSTEE ROBINS: Mayor, may I offer my  
2 resolution now, please?

3 MAYOR HUBBARD: Okay.

4 TRUSTEE ROBINS: Thank you. I want to offer  
5 *a motion to pass a resolution that reads as*  
6 *follows:*

7 *A resolution to schedule a Public Hearing by*  
8 *the end of December in respect of a Local Law to*  
9 *enact a six-month moratorium on the issuance of any*  
10 *developmental improvements in respect of any*  
11 *proposed business or use in the Commercial Retail*  
12 *or Waterfront Commercial Zones of the Village. So*  
13 *moved.*

14 MAYOR HUBBARD: Is there a second?

15 TRUSTEE PHILLIPS: I'll second it for  
16 discussion.

17 MAYOR HUBBARD: Okay. Discussion?

18 TRUSTEE PHILLIPS: I think, in all honesty,  
19 we'll be discussing this at the December 8th  
20 meeting; is that not my understanding?

21 MAYOR HUBBARD: Yes, it is.

22 TRUSTEE PHILLIPS: Okay. So, Julia, is there  
23 really a need for a resolution?

24 TRUSTEE ROBINS: I would say that I want to  
25 make sure that we have a draft law. I've sent a

1 draft law in. I want to make sure that the public  
2 sees that, okay, as soon as possible. I'm not sure  
3 the means that we could use to get that out to the  
4 public. I'll probably be able to have a draft  
5 that's a little bit more cleaned up and formalized  
6 than the one that I sent out this morning, but I  
7 would like the public to have an opportunity to see  
8 that. Is that something we can --

9 MAYOR HUBBARD: Yeah, but the Board needs to  
10 discuss it first.

11 TRUSTEE ROBINS: I'm not sure. I mean, I  
12 think the public is here to tell us that they want  
13 to know what's going on. So, I mean, is it just  
14 going to be an inter-Board discussion?

15 MAYOR HUBBARD: Some Board Members have not  
16 had time to read it yet, because they got it at the  
17 day of the meeting, that's all I'm saying.

18 TRUSTEE ROBINS: Okay.

19 MAYOR HUBBARD: And the Village Attorney was  
20 on the road. He didn't have a chance to -- I was  
21 reading to him what was -- the gist of what was  
22 being said, but then he did find some issues that  
23 needed to be corrected. So if we put that out  
24 there and it's got to be corrected, we don't want  
25 to put something out there and rush the point of

1 doing that and getting sued by passing something  
2 that's not prepared.

3 TRUSTEE PHILLIPS: Well, that's the point.

4 MAYOR HUBBARD: So --

5 TRUSTEE PHILLIPS: I'm sorry, just --

6 MAYOR HUBBARD: I can see you don't agree  
7 with that, but that's, you know -- I mean, it's a  
8 really important document that being put out there.  
9 That's your version, that's not the Board's  
10 version.

11 TRUSTEE ROBINS: I agree, but --

12 MAYOR HUBBARD: And that's one Trustee that  
13 put something together to give to the Village  
14 Attorney. The other Trustees and myself were  
15 trying to read that while we were at work.

16 TRUSTEE PHILLIPS: I think what I'm trying to  
17 get across is that that document will be available  
18 as part of the agenda on the 8th; correct, Mayor?

19 MAYOR HUBBARD: Yes. Once the Village  
20 Attorney -- he's been asking for input from the  
21 Trustees. He got the input. Now he needs to clean  
22 up some wording in there to make sure that it's  
23 done proper and legal, so that when it does get  
24 passed, it's not something that will get us sued.  
25 And he's working on that now, and I hope to have

1       that by the beginning of the week.

2               TRUSTEE PHILLIPS:  So I think what I'm trying  
3       to get across is that the agenda that will be going  
4       out for the December 8th will have that as Trustee  
5       Robins' version of what she wants to discuss of the  
6       moratorium; is that my understanding?

7               TRUSTEE ROBINS:  I --

8               MAYOR HUBBARD:  Yeah.  We could take her  
9       version just as it is and we can put it out to the  
10      public.

11              TRUSTEE PHILLIPS:  That's what -- but as a  
12      draft.

13              TRUSTEE ROBINS:  Yes, a draft, that's all  
14      it was.

15              TRUSTEE PHILLIPS:  Right, that's what --

16              TRUSTEE ROBINS:  I mean, it was my language,  
17      but then I had some more formal draft language,  
18      basically, from other moratorium proposals from  
19      other villages throughout the -- on Long Island.  
20      So it was -- it was my own words, and then it was a  
21      much more formal legal draft.

22              So, yes, I'm okay if that -- if we'll have  
23      that available for the public for this upcoming  
24      meeting on December -- December 6th.

25              MAYOR HUBBARD:  December 8th.

1 TRUSTEE ROBINS: December 8th.

2 TRUSTEE PHILLIPS: December 8th.

3 TRUSTEE ROBINS: Then, you know, that's  
4 acceptable to me.

5 TRUSTEE PHILLIPS: And I do believe that  
6 since we have the opportunity, as other Trustees  
7 will be able to look at it and our own comments to  
8 it, or delete, or whatever. It's not as if we  
9 haven't been discussing it. I think, in all  
10 honesty, this is the first step that I see as being  
11 a positive of moving it forward.

12 You did a lot of work. The Mayor is putting  
13 on a meeting for December 8th, and I think  
14 that's -- that's a positive, and I think it's  
15 moving forward.

16 So I think maybe you want to call the motion,  
17 Mayor.

18 TRUSTEE CLARKE: I would --

19 TRUSTEE PHILLIPS: Okay.

20 TRUSTEE CLARKE: -- like just a moment to --  
21 what I've heard tonight, and what I've gathered  
22 from, let's say, the past six to eight weeks, is  
23 that there's a building sense of urgency, and one  
24 that is building around timing, and the desire to  
25 see results and tangible accomplishments. I

1       respect that, and I respect what I've heard from  
2       the public. The need to put the additional work  
3       and time into it to make it happen quickly is  
4       critical.

5               I, unfortunately, you know, I've got a  
6       conflict on December 8th. I don't know how I'm  
7       going to make that work yet. I'm willing to put in  
8       the time, I'm willing to put in any number of  
9       meetings or hearings.

10              I think what the public's looking for that is  
11       bigger than the individual conversations we're  
12       having is a path whereby they can be reassured that  
13       we can come forth with common language that we're  
14       all happy with, it's approved by the Village  
15       Attorney, that we can then move into a resolution  
16       that can then be filed before the end of the year  
17       with the County and potentially the State  
18       Department. I'm not sure how many different  
19       agencies need to see it.

20              So I think what we're looking for, and I'm  
21       going to address this to you, Mr. Mayor, is a path  
22       whereby public comment, as well as our good-faith  
23       dialogue and communication with each other, along  
24       with the Village Attorney, can take place in the  
25       most expeditious, quickest fashion, so that we can

1       come up with a final document that we can ratify in  
2       a resolution either at a special meeting, or at a  
3       December Board of Trustees meeting, so that we can  
4       comfort the public with the knowledge that this can  
5       be completed by year-end, whatever it takes.

6       That's what I think I'm hearing, and I think that  
7       that is the meat and potatoes of it.

8               The rest of it, which day we do it, what  
9       meeting we do it at, you know, what comes out of  
10      it, whether it's an interim step. And, of course,  
11      we have to do things correctly and properly, and I  
12      know that between the Administration, the Clerk and  
13      you, that we can do so. But I think what we're  
14      asking is that it be done out of the normal cycle,  
15      so that we can have something filed in the calendar  
16      year 2022. That's what I think I'm hearing.

17             And, you know, I'm concerned about my  
18      conflict on December 8th, but I don't want my  
19      schedule to dictate the Village's schedule. But  
20      whether it's the 8th, the 9th, the 16th, the 14th,  
21      whatever it is, I think we're looking for a path to  
22      something that we can commit to here that we're  
23      going to work together, come up with what we can to  
24      vote on, and get it voted and taken care of.

25             TRUSTEE ROBINS: Mayor, could I ask you for a



1 little clarification? The meeting on the 8th, will  
2 it be a public hearing, or don't we have enough  
3 time to notice it as a public hearing?

4 MAYOR HUBBARD: We don't have time to notice  
5 the public hearing. But, also, we need to have a  
6 document together to have the public hearing on.  
7 As the Village Attorney has told us several times,  
8 the moratorium is done by a Local Law, so the Local  
9 Law has to be written. And so we have to have a  
10 consensus on that of what the Local Law is going to  
11 be, so we all need to see that, to see that's what  
12 we're going to schedule the public hearing on, will  
13 be on the Local Law.

14 TRUSTEE CLARKE: I mean, I know we just voted  
15 on a resolution to make it on the 8th, but if there  
16 were any other day that could work for everyone,  
17 that would be really helpful for me, and it could  
18 be sooner than the 8th, or --

19 MAYOR HUBBARD: Well, Trustee Robins asked  
20 for two weeks.

21 TRUSTEE ROBINS: I said the 16th. You know,  
22 but that would be -- then we would have time to  
23 notice the public --

24 MAYOR HUBBARD: Well, we the email you sent  
25 said --

1 TRUSTEE ROBINS: -- the public hearing.

2 MAYOR HUBBARD: Okay.

3 TRUSTEE CLARKE: I think it's in our best  
4 interest to move quickly, that's what I'm hearing.  
5 And if we're against the clock and it's a very busy  
6 month for people personally anyway, that, you know,  
7 whatever we could do to accommodate a series of  
8 meetings that create the proper procedure and  
9 documentation to create the public hearing, get  
10 comments, and then get a resolution no later than  
11 our December 22nd -- 21st regular Board of Trustees  
12 meeting. That would give us a full business week  
13 before the end of the year to get things filed.

14 TRUSTEE ROBINS: And then hold a public  
15 hearing at that meeting; is that what you're  
16 suggesting?

17 TRUSTEE CLARKE: You know, I'm not suggesting  
18 anything specific, because I might suggest  
19 something incorrect. But I know that between our  
20 Legal Counsel, the Clerk, and the Mayor and the  
21 Administrator, if our will is to achieve something  
22 by the end of the year, maybe our resolution could  
23 be a little more open-ended, that we put our heads  
24 together on a cadence and -- or we could discuss it  
25 now. We're in discussion. I don't really -- I

1 don't mind how long this discussion takes in order  
2 to get it right, if we need input from anyone else.  
3 We are, unfortunately, without our Legal Counsel  
4 tonight, which puts us in a bit of a bind, but we  
5 could always have that reviewed tomorrow and revise  
6 whatever we plan to do.

7 I just think it's important to be responsive  
8 to what I'm hearing asked for, and I hear this  
9 great sense of urgency. Moratorium has come up and  
10 out, you know, for several months, and, you know,  
11 we haven't made a decision on it, and we tabled it  
12 for a while and started working on code. The  
13 process of doing that has proved to be more  
14 time-intense than we had anticipated. So even  
15 though things are moving and moving slowly, and  
16 there's a -- what I see, a building of anxiety  
17 around people seeing how long it might take, and  
18 feeling the need for protection, to give us time to  
19 work hard and get it done.

20 TRUSTEE ROBINS: The means to that ability to  
21 work on things and get it done is to pass the  
22 moratorium and put a stop on things, you know,  
23 temporary stop, you know, that's the only way. And  
24 I think that --

25 TRUSTEE CLARKE: Yes, yes.

1 TRUSTEE ROBINS: -- there's an overwhelming  
2 sense of the public that we need to get our act  
3 together as a Board and pass this, you know.

4 TRUSTEE CLARKE: Yes.

5 TRUSTEE PHILLIPS: Can I --

6 TRUSTEE CLARKE: And so all I'm asking for is  
7 a process and timing to accommodate that request.

8 TRUSTEE PHILLIPS: I'm sorry. May I ask the  
9 Village Clerk a question? The 8th, is that falling  
10 within the 72-hour notice for a special meeting?

11 CLERK PIRILLO: Yes, it will. And, Mayor,  
12 will there be public comment at that meeting,  
13 or no?

14 MAYOR HUBBARD: Yes, it will be open.

15 CLERK PIRILLO: Special Meeting.

16 MAYOR HUBBARD: Yes.

17 CLERK PIRILLO: There will be public comment,  
18 so --

19 TRUSTEE PHILLIPS: That's -- I -- but that's --

20 CLERK PIRILLO: Okay. So there will be  
21 public comment, number one. And number two, it  
22 will fall within the 72 hours, yes.

23 TRUSTEE PHILLIPS: Does December 7th -- I'm  
24 just throwing a date out. Does December 7th fall  
25 within the 72 hours?

1 CLERK PIRILLO: Yes.

2 TRUSTEE PHILLIPS: I do feel we need to have  
3 a full Board to discuss this.

4 TRUSTEE CLARKE: But there are a couple of  
5 other things that would need to be abbreviated and  
6 we'd have to make special circumstances for. One  
7 would be the normal timeline that the Planning  
8 Board has to make their comments. We could even,  
9 out of the ordinary, include the Boards at that  
10 meeting as part of the meeting, if we wanted to, so  
11 that their comments are included, and we preclude  
12 the need for additional length of time for comments  
13 to go back and forth and written statements from  
14 those Boards.

15 And then the second limiting factor will be  
16 the need for an additional official public hearing  
17 before ratification. And I don't know how we can  
18 organize that calendar to get this completed in --  
19 is that three or four weeks? Hold on. One, two --  
20 in three weeks. So what we're looking for, really,  
21 is to pass a Local Law in three weeks. I don't  
22 have the answer on how to do it, but that's what  
23 we're being asked to do, and I think it's a good  
24 idea for us --

25 ADMINISTRATOR PALLAS: Five weeks.

1 CLERK PIRILLO: We have --

2 TRUSTEE CLARKE: Pardon me?

3 CLERK PIRILLO: We have five weeks.

4 ADMINISTRATOR PALLAS: Five weeks.

5 TRUSTEE CLARKE: If you were to file it  
6 before the end of the year?

7 ADMINISTRATOR PALLAS: Maybe I -- I don't  
8 know what you were driving at. I apologize for  
9 interrupting.

10 TRUSTEE CLARKE: No, that's -- no, you're not  
11 interrupting, your contributing.

12 ADMINISTRATOR PALLAS: Just if I may start  
13 with the timeline that you just spoke about. Under  
14 the best case scenario, the meeting of the week of  
15 the 5th, some day that week, a -- if a -- out of  
16 that meeting comes a public hearing resolution,  
17 that would be noticed in the paper on the 15th,  
18 which would put it 10 days after that, which would  
19 start the 26th or the 27th, would be the earliest.

20 CLERK PIRILLO: Also -- excuse me, if I may.  
21 Let us remember, too, that the proposed Local Law  
22 needs to -- per the Attorney, needs to go to  
23 Suffolk County prior to filing, because then  
24 Suffolk County may comment, and I believe they have  
25 45 days, if I remember right.

1 TRUSTEE PHILLIPS: I'm sorry, I have to  
2 really be kind of blunt right now, is we're trying  
3 to get the first meeting to get this process  
4 started. We're talking the logistics and timeline  
5 that could be discussed at that meeting, or it  
6 could be discussed in an outline to us at some  
7 point. What I'm trying to get to right now is what  
8 is the -- we have -- we are able to do a 72-hour  
9 notice.

10 ADMINISTRATOR PALLAS: Yes.

11 TRUSTEE PHILLIPS: What is the first day that  
12 that accommodates that would fall for a meeting?

13 CLERK PIRILLO: Oh, I'm sorry, it wasn't --

14 MAYOR HUBBARD: Three days from now.

15 CLERK PIRILLO: Three days from now, three  
16 days from tomorrow.

17 TRUSTEE PHILLIPS: Three days from tomorrow.

18 CLERK PIRILLO: Three business days from  
19 tomorrow, yes.

20 TRUSTEE PHILLIPS: Okay. My feeling is that  
21 we have to have a full Board. Mr. -- Trustee  
22 Clarke can't make it on the 8th, so can we create  
23 another date? That's what I'm asking.

24 TRUSTEE CLARKE: It could be -- it could  
25 be --

1 CLERK PIRILLO: I'm sorry, I wasn't asked. I  
2 didn't understand the question that way.

3 TRUSTEE PHILLIPS: No, no, I'm sorry. I'm  
4 just --

5 CLERK PIRILLO: My apologies.

6 TRUSTEE PHILLIPS: I'm trying to --

7 TRUSTEE ROBINS: Are you -- just one date  
8 that you can't make it, Peter?

9 TRUSTEE CLARKE: It's just that one evening,  
10 and it could be sooner. And I misspoke as well.  
11 There's actually four weeks between now and the  
12 22nd, or three-and-a-half. We could technically  
13 meet this Thursday on the -- or this Wednesday, on  
14 the 29th, or Friday, the 1st, or whatever the  
15 72 hours is from now. That would kick things off  
16 faster.

17 TRUSTEE PHILLIPS: I'm willing to do it. I  
18 just don't know what everybody else's schedules  
19 are, so I'm putting it on the table.

20 TRUSTEE CLARKE: I can do any night, except I  
21 cannot do -- I cannot do the 30th of November, nor  
22 the 7th of December.

23 MAYOR HUBBARD: The 8th of December.

24 TRUSTEE CLARKE: Eighth of December and  
25 the 1st.



1 MAYOR HUBBARD: Seventh and 8th you can't do?

2 TRUSTEE CLARKE: No, I can do the 7th. I can  
3 do later this week. Any night, except for the 1st  
4 and the 8th of -- those two Thursdays.

5 TRUSTEE PHILLIPS: I'll go with whatever date  
6 is as soon as possible, so I will work my schedule  
7 around it. I think it's that important that we get  
8 it started.

9 TRUSTEE ROBINS: Would the end of this week  
10 give the Village Attorney time to have a look at  
11 this?

12 MAYOR HUBBARD: I can't answer that for him.

13 TRUSTEE ROBINS: I -- you know, I think that  
14 might be a little too soon, Peter, based on, you  
15 know, Joe, Joe Prokop, who hasn't obviously seen  
16 this yet.

17 TRUSTEE PHILLIPS: So Monday, the 5th?  
18 Peter, can you be here on Monday?

19 TRUSTEE CLARKE: Yeah, if that works, fine.

20 CLERK PIRILLO: George has a meeting.

21 MAYOR HUBBARD: Which day are we talking  
22 about now?

23 TRUSTEE PHILLIPS: Monday, December 5th.

24 CLERK PIRILLO: Mayor, do you have a meeting  
25 that evening?

1 MAYOR HUBBARD: Huh?

2 CLERK PIRILLO: It's the first Monday of the  
3 month.

4 MAYOR HUBBARD: Yes, it is. Well, the  
5 Firehouse won't be available for the first two  
6 weeks. You're going to have to make it the  
7 Schoolhouse if you're going to do that.

8 CLERK PIRILLO: Okay.

9 MAYOR HUBBARD: Which is going to be very  
10 hard with the amount of people that are going to  
11 want to come to that.

12 TRUSTEE CLARKE: That is true.

13 MAYOR HUBBARD: The first two weeks of the  
14 Firehouse, you have the Wardens' meetings, you have  
15 all the company meetings. I have an event on the  
16 5th. It's my company meeting --

17 TRUSTEE CLARKE: Is every -- is every night  
18 for those two weeks, except for Thursday and --

19 MAYOR HUBBARD: No, not every night.  
20 Thursday nights are always open. That's why I  
21 chose Thursday night.

22 TRUSTEE CLARKE: I understand.

23 MAYOR HUBBARD: And, also, a week before our  
24 regular -- I mean, our work session.

25 TRUSTEE CLARKE: Yeah.

1           MAYOR HUBBARD: And then, if you get into the  
2           second week, we have Wardens' meeting gets in  
3           there, with our work session and all. I was trying  
4           to have the meeting before, not doing it on the  
5           16th, to do it before the work session. So that  
6           gives another week's worth of time to put stuff  
7           together and work on it, to try to resolve it  
8           before the work session.

9           TRUSTEE CLARKE: Is the Firehouse open on  
10          either the 6th or 7th?

11          TRUSTEE PHILLIPS: I don't know.

12          MAYOR HUBBARD: December, December 7th,  
13          there's no meeting.

14          TRUSTEE PHILLIPS: December 7th there's no  
15          meeting?

16          MAYOR HUBBARD: No. Two companies meet on  
17          the 5th, one company meets on the 6th, and then the  
18          other company meets actually the 14th. That's --  
19          no, that's a -- excuse me, that's a Thursday, no.

20          TRUSTEE ROBINS: Mayor, would the Library be  
21          an option? We could go down there. Maybe if we  
22          could reach out to them and see.

23          MAYOR HUBBARD: I have no idea.

24          TRUSTEE ROBINS: If we needed an alternative  
25          location for one night, if we can reach a

1 consensus.

2 TRUSTEE PHILLIPS: I think that that's going  
3 to be -- we Livestream, so that causes a little  
4 issue.

5 MAYOR HUBBARD: Right. To record it and  
6 everything else with Jay, and the equipment and  
7 everything else, that's -- you know, you won't have  
8 any recording on that stuff of it. So anybody who  
9 can't make it won't be there, you know, won't be  
10 able to watch it on their computer or their phone.

11 TRUSTEE PHILLIPS: I would say that if  
12 December 7th would accommodate Trustee Clarke being  
13 able to be here, that seems to be a congenial date.  
14 That will give the Village Attorney, who can't  
15 answer, that will give us time to digest and  
16 explain further. And as long as it keeps moving  
17 forward, that's important to me. So would you like  
18 me to --

19 MAYOR HUBBARD: Does everybody want to do  
20 December 7th?

21 PATRICK BRENNAN: Excuse me, Mayor. Excuse  
22 me. May I state --

23 MAYOR HUBBARD: We normally don't take  
24 comments at this point. Is there something --

25 PATRICK BRENNAN: There's a meeting on the

1 7th for the -- that's the -- that's the night of  
2 the Marine Fire Rescue meeting.

3 MAYOR HUBBARD: Okay. All right. Well,  
4 thanks for telling me that, I didn't know that.

5 TRUSTEE CLARKE: And that's in -- that's  
6 here?

7 MAYOR HUBBARD: Yes.

8 TRUSTEE CLARKE: Okay. And --

9 TRUSTEE PHILLIPS: What -- Patrick, could --  
10 okay. So --

11 TRUSTEE CLARKE: What about this Friday?  
12 Friday, the 2nd?

13 MAYOR HUBBARD: There's no meeting here on  
14 the 2nd.

15 ADMINISTRATOR PALLAS: I'm not sure the  
16 Village Attorney would have ample time between now  
17 and then to get --

18 MAYOR HUBBARD: Oh, right, that's in three  
19 days.

20 ADMINISTRATOR PALLAS: That's in three days.

21 MAYOR HUBBARD: That's this -- that's this  
22 week, right.

23 ADMINISTRATOR PALLAS: We might want to ask  
24 him.

25 TRUSTEE PHILLIPS: I'm sorry. Did you just

1 say that the Village Attorney wouldn't have enough  
2 ample time?

3 ADMINISTRATOR PALLAS: To review what was  
4 presented and provide his input.

5 TRUSTEE PHILLIPS: I think that since it's  
6 important to us, that the Village Attorney would be  
7 able to accommodate that.

8 ADMINISTRATOR PALLAS: Just a suggestion.  
9 I'm not speaking for him, it's just a thought.

10 TRUSTEE PHILLIPS: I mean --

11 TRUSTEE CLARKE: It's four days.

12 TRUSTEE PHILLIPS: I know he was -- received  
13 a copy of it today.

14 TRUSTEE CLARKE: Or we can go to the 9th.

15 TRUSTEE PHILLIPS: So he may not have been  
16 able to review it today, but I'm sure that within  
17 the next day or two, he could accommodate that  
18 quite well.

19 MAYOR HUBBARD: Right, but we don't know if  
20 he can make the meeting or not.

21 KEVIN STUESSI: Schedule it, please, for  
22 Friday.

23 MAYOR HUBBARD: Okay. Well, you have -- we  
24 still have a motion on the floor. What do we want  
25 to --

1 TRUSTEE PHILLIPS: I'm going to go with  
2 scheduling it for the 2nd.

3 MAYOR HUBBARD: What's that?

4 TRUSTEE PHILLIPS: I said I would prefer to  
5 see it scheduled for the 2nd of December. Either  
6 that, or unless somebody could text Joe and  
7 find out.

8 MAYOR HUBBARD: Do you want to amend your  
9 motion, or do you want to vote on what you wrote,  
10 what you read off?

11 TRUSTEE ROBINS: I want to -- I mean, you're  
12 kind of giving me some doubt as to whether the  
13 Village Attorney would be able to get this done or  
14 not, so that's my only question. Other than that,  
15 you know, I'm okay with the 2nd, you know, if --

16 TRUSTEE CLARKE: Let's go with that. We're  
17 in a sense of haste. I mean, that would be my  
18 recommendation. Not to add more pressure to anyone  
19 at this time of year, but it's a pressing matter,  
20 it's been brewing. We are willing to step up to  
21 the plate to do what we have to do, have the  
22 meeting. So I would -- I would suggest we move  
23 forward with that, if you want to amend that to the  
24 2nd, and it will give us a jump-start of several  
25 weeks.

1 TRUSTEE ROBINS: Okay.

2 TRUSTEE MARTILOTTA: I would ask, if I may,  
3 before we do that.

4 MAYOR HUBBARD: Uh-huh.

5 TRUSTEE MARTILOTTA: If we'd all just keep in  
6 mind that I think the passing of this moratorium is  
7 far and away going to be the easiest piece of this.  
8 So I would ask that everybody at least like start  
9 thinking about like what is the path forward. That  
10 leaves us six months, leaves us 12 meetings as this  
11 Board, unless we scheduled more, save for the  
12 Planning Board.

13 I know I read your proposal right before I  
14 came here. I'm sorry, I'm not as well versed in it  
15 as I'd like to be, but we have a tremendous amount  
16 of work to do in six months. After we pass this,  
17 like this, I firmly believe, will be the easiest  
18 piece of this. So you have to start thinking about  
19 how we're going to do this going forward.

20 TRUSTEE PHILLIPS: You know, I'm sorry, I  
21 have to saying something, I'm going to be blunt.  
22 We have been talking about it, trying to massage  
23 it, trying to get it on the table. We're at that  
24 opportunity. And I understand that we need to have  
25 a path, but I hear a community telling us it's what



1       they want, and it's our job. No matter how much  
2       work it takes, that's what we're elected for. I  
3       understand, Jack.

4               TRUSTEE MARTILOTTA: Okay.

5               TRUSTEE PHILLIPS: Okay? But, in the  
6       meantime, we have now taken a length of time to  
7       come up with a date, so let's -- it's time to move  
8       forward. The community has spoken. It's not just  
9       this group that's here, we've all heard it from  
10      everybody in town, it's time to take a pause. It's  
11      time, it's time to just -- where do we want to be  
12      10, 15, 20 years from now, not only for us, but for  
13      our children that we want to stay here? And we're  
14      not going to get there until we get to this  
15      decision of getting the process started.

16              TRUSTEE MARTILOTTA: Well, we're going to get  
17      the process started here in a couple of minutes,  
18      okay?

19              TRUSTEE PHILLIPS: Okay.

20              TRUSTEE MARTILOTTA: I mean, the point is, is  
21      like, again, I think that this is the easiest part,  
22      is to pass this moratorium.

23              TRUSTEE PHILLIPS: I don't -- okay.

24              TRUSTEE MARTILOTTA: But we have to schedule  
25      all these different Boards and all these different

1 people, ask for specific inputs and specific places  
2 in the LWRP and in different zoning codes. I think  
3 that we need to give some thought to that now.

4 Like I'm not saying that this should hold  
5 anything up. Whenever you guys decide on a  
6 meeting, I'll make sure I'm there. What I'm  
7 saying, though, is that when we come to this  
8 meeting, I think we have -- once the Attorney goes  
9 through it, we'll have a 90% solution on what the  
10 moratorium is, right? So everybody has spoken and  
11 they want this. They want the pause, but they want  
12 the end result. And I'm just saying that we as a  
13 Board need to start thinking posthaste like how are  
14 we going to give do-outs for our different Boards  
15 and different members and form different  
16 committees, because time will be of the essence.

17 Six months sounds like a lot, but it took us  
18 45 minutes to come up with a date, is the point,  
19 right?

20 MAYOR HUBBARD: Uh-huh.

21 TRUSTEE MARTILOTTA: So this is a process  
22 that we are giving a very firm date to. I believe  
23 there was an extension in there, or two possible.  
24 But even still, the original LWRP took three years  
25 to make, if I'm not mistaken, something like that.

1 MAYOR HUBBARD: Yeah.

2 TRUSTEE MARTILOTTA: More or less.

3 MAYOR HUBBARD: But --

4 TRUSTEE MARTILOTTA: I mean, again --

5 MAYOR HUBBARD: Right. But, again, the  
6 version that went out today was one Trustee's  
7 version.

8 TRUSTEE MARTILOTTA: I understand.

9 MAYOR HUBBARD: It hasn't had input from the  
10 other four Board Members.

11 TRUSTEE MARTILOTTA: A hundred percent  
12 understand. I'm just saying --

13 MAYOR HUBBARD: You know.

14 TRUSTEE MARTILOTTA: -- if this is something  
15 we want to do going forward, I think we owe the  
16 public some sort of path as to how we're going to  
17 accomplish this, other than just putting the pause  
18 in place and in six months being where we were  
19 today.

20 TRUSTEE MARTILOTTA: Uh-huh.

21 TRUSTEE ROBINS: Well, one of the things in  
22 that proposal was to create a Waterfront Advisory  
23 Committee, a working group, you know, that would  
24 work quite aggressively on coming up with the  
25 changes that we are proposing. So it's not like

1       this Board has to do this all alone, that's not  
2       what this proposal is about.

3               TRUSTEE MARTILOTTA: No, no, no, I don't  
4       think that this Board has to do it all, I don't  
5       think we can, but I don't think it's -- I don't  
6       think it's our place, right? The Planning Board,  
7       the Zoning Board, the Historic, CAC, now this  
8       Waterfront. What I'm saying is we need to give  
9       thought to what specifically we're asking specific  
10      Boards to give us in some sort of timeline, so that  
11      we're able to then accomplish what we're looking to  
12      accomplish at the end of the moratorium. If we  
13      just pass this, go on Christmas break, and show  
14      back up in January, we've got five months left,  
15      we're asking a lot of our volunteer Boards. I just  
16      think we owe them a path forward as we come up with  
17      this, that's all.

18             TRUSTEE ROBINS: Well, and again, I mean, you  
19      know, six months is a number, okay? What really  
20      needs to get done, as I said this needs to be done  
21      properly, and it needs to accomplish the goals that  
22      the community is asking us for, and that we all  
23      know need to happen, okay?

24             TRUSTEE MARTILOTTA: Yeah.

25             TRUSTEE ROBINS: So, you know, if the clock,

1       you know, strikes, you know, midnight on the end of  
2       the six-month period and it's not done, you know, I  
3       don't think that everything just turns into a  
4       pumpkin and goes away, and Greenport disappears off  
5       the map like Brigadoon, okay?

6               TRUSTEE MARTILOTTA: I don't -- okay. So  
7       what date are we going with?

8               MAYOR HUBBARD: Okay. So what would you like  
9       to do with your resolution?

10              TRUSTEE ROBINS: What was the date now we're  
11      talking?

12              TRUSTEE CLARKE: December 2nd.

13              MAYOR HUBBARD: That's a different  
14      resolution. You have something different of what  
15      you're stating there. I'll go back and change the  
16      date of the meeting from the 8th to the 2nd?

17              TRUSTEE ROBINS: That is your resolution,  
18      Mayor, is the resolution right here.

19              MAYOR HUBBARD: That's already passed. You  
20      already voted on that and passed it.

21              TRUSTEE ROBINS: Okay.

22              MAYOR HUBBARD: You wanted to read that into  
23      the record. We have a motion and second on that,  
24      so we're discussing your resolution.

25              TRUSTEE ROBINS: Okay.

1           MAYOR HUBBARD: Do you want to rescind your  
2 resolution, or do you want to go to a vote?

3           TRUSTEE ROBINS: We could put it to a vote  
4 with the 2nd in the date, okay, but I want to have  
5 a public hearing. I don't think we -- do we  
6 have -- we don't have time to notice a public  
7 hearing on the 2nd. So it kind of makes my --

8           MAYOR HUBBARD: No. We have to have a law  
9 before we could even have a public hearing.

10          TRUSTEE PHILLIPS. Julia. Julia, take the  
11 win for the moment for December 2nd, please.

12          TRUSTEE ROBINS: I can't hear you, Mary Bess,  
13 I'm sorry.

14          TRUSTEE PHILLIPS: I said take the win for  
15 the moment for December 2nd.

16          TRUSTEE ROBINS: Okay.

17          TRUSTEE PHILLIPS: Okay? I would suggest  
18 that you -- I'm suggesting you rescind your motion.

19          TRUSTEE ROBINS: Oh, okay.

20          TRUSTEE PHILLIPS: And we go back, and the  
21 Mayor -- we amend the Mayor's motion to have the  
22 meeting for December 2nd.

23          TRUSTEE ROBINS: Okay. All right. Let's  
24 amend -- let's amend the Mayor's meeting to the  
25 2nd. I'll rescind mine.

1 MAYOR HUBBARD: You're rescinding your  
2 motion?

3 TRUSTEE ROBINS: Yes.

4 MAYOR HUBBARD: And you're rescinding the  
5 second --

6 TRUSTEE PHILLIPS: Yes.

7 MAYOR HUBBARD: -- on that one. Okay.

8 TRUSTEE ROBINS: Okay for now.

9 MAYOR HUBBARD: All right. We're going to go  
10 back to *RESOLUTION 11-2022-25, to change the date*  
11 *of that meeting from December 8th to December 2nd*  
12 *at the Firehouse here.* So moved.

13 TRUSTEE PHILLIPS: Second.

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE CLARKE: Aye.

16 TRUSTEE ROBINS: Aye.

17 TRUSTEE MARTILOTTA: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 MAYOR HUBBARD: Aye.

20 TRUSTEE CLARKE: Thank you very much.

21 MAYOR HUBBARD: Opposed?

22 (No Response)

23 MAYOR HUBBARD: Motion carries.

24 So the meeting will be on the 2nd. Whatever  
25 the Village Attorney has ready for us, we'll have

1       it. Any of the Trustees that have comments on what  
2       was sent out today by Trustee Robins, get comments  
3       into the Village Attorney tomorrow, so he has any  
4       other comments, any other changes, and those  
5       changes that he has, that I know he has to make in  
6       there, because I picked up a few things.

7               TRUSTEE CLARKE: Okay.

8               MAYOR HUBBARD: You know, it says the  
9       issuance of the -- Planning Board can't issue  
10      building permits. Planning Board does not and they  
11      never have issued building permits. So, you know,  
12      we can't put other duties onto them by writing a  
13      new law if it's changing the function of all of  
14      that.

15              TRUSTEE CLARKE: Yes, sir.

16              MAYOR HUBBARD: And it also takes the Zoning  
17      Board out of the picture and puts it onto the  
18      Village Board. You appeal any challenges to the  
19      Village Board and not the Zoning Board, which is  
20      not correct. That would have to go -- if you're  
21      looking for an exemption, that would have to go to  
22      the Zoning Board, not the Village Board.

23              Just a few things that Joe picked up as he  
24      was driving and I was discussing it with him. So  
25      those things need to be corrected, so that we don't



1 end up getting sued, or anything else, moving  
2 forward, and we do the proper resolution. So  
3 whatever we have for the meeting on the 2nd, we'll  
4 discuss all that. The public can come, they can  
5 look at the versions. We'll get it out there as  
6 soon as he gets a copy of it, and we'll post it on  
7 the Village website, and we'll go from there.

8 TRUSTEE PHILLIPS: Thank you.

9 TRUSTEE CLARKE: It sounds good. Thank you  
10 very much.

11 MAYOR HUBBARD: Okay?

12 TRUSTEE PHILLIPS: Thank you very much.

13 MAYOR HUBBARD: All right. Any other  
14 business before the Board?

15 (No Response)

16 MAYOR HUBBARD: All right. I'll offer a  
17 motion to adjourn at 8:10.

18 TRUSTEE ROBINS: Second.

19 MAYOR HUBBARD: All in favor?

20 TRUSTEE CLARKE: Aye.

21 TRUSTEE ROBINS: Aye

22 TRUSTEE MARTILOTTA: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 MAYOR HUBBARD: Aye.

25 Opposed?

1 (No Response)

2 MAYOR HUBBARD: Motion carried.

3 Thank you all for coming.

4 TRUSTEE CLARKE: Thank you very much,

5 Mr. Mayor.

6 (The Meeting was Adjourned at over at 8:10 p.m.)

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

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

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

I, LUCIA BRAATEN, a Court Reporter and Notary  
Public for and within the State of New York, do  
hereby certify:

THAT, the above and foregoing contains a true  
and correct transcription of the proceedings taken  
on November 28, 2022.

I further certify that I am not related to  
any of the parties to this action by blood or  
marriage, and that I am in no way interested in the  
outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my  
hand this 9th day of December, 2022.

Lucia Braaten  
Lucia Braaten

## VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2023 Period: 11 Trans Type: B1 - Transfer Status: Batch  
Trans No: 5137 Trans Date: 11/08/2022 User Ref: STEPHEN  
Requested: R. ALBANESE Approved: Created by: STEPHEN 11/08/2022  
Description: TO TRANSFER APPROPRIATIONS TO FUND ADDITIONAL OPERATING  
EXPENSES AND REPAIRS FOR OPENING AND MAINTENANCE OF ICE RINK Account # Order: No  
Print Parent Account: No

Account No.	Account Description	Amount
A.7312.401	CAROUSEL EXPENSE	-11,500.00
A.7311.400	ICE RINK EXPENSE	11,500.00
Total Amount:		0.00

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2023 Period: 11 Trans Type: B2 - Amend Status: Batch  
Trans No: 5138 Trans Date: 11/08/2022 User Ref: STEPHEN  
Requested: M. FLORA Approved: Created by: STEPHEN 11/08/2022  
Description: TO APPROPRIATE RESERVES TO FUND MATERIAL AND LABOR COST TO  
REPAIR ROAD DEPARTMENT PAYLOADER BUCKET PINS AND BUSHINGS  
Account # Order: No  
Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	8,000.00
A.5110.415	REPAIR & MAINT - TRANSP EQUIP..	8,000.00
Total Amount:		16,000.00

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2023 Period: 11 Trans Type: B2 - Amend Status: Batch  
Trans No: 5141 Trans Date: 11/08/2022 User Ref: STEPHEN  
Requested: D. JACOBS Approved: Created by: STEPHEN 11/08/2022  
Description: TO APPROPRIATE RESERVES TO FUND ADDITIONAL COST OF INSTALLATION  
OF STORAGE BATTERY EQUIPMENT AT POWER PLANT Account # Order: No  
Print Parent Account: No

Account No.	Account Description	Amount
E.5990	APPROPRIATED FUND BALANCE	12,900.00
E.0362	STORAGE BATTERY EQUIPMENT	12,900.00
Total Amount:		25,800.00

## FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("First Amendment") is made, and shall be effective, as of the last date of the signatures below ("Effective Date"), between Village of Greenport ("Landlord"), and New York SMSA Limited Partnership d/b/a Verizon Wireless ("Tenant"). Landlord and Tenant (or their predecessors in interest) entered into that certain Lease Agreement dated January 24, 2002, as may have been previously amended and/or assigned, (the "Lease"), pursuant to which Tenant is leasing or licensing from Landlord a portion of that certain property located at Washington Avenue, in the City of Greenport, County of Suffolk, State of New York, as more particularly described in the Lease. Landlord and Tenant may be referenced in this First Amendment individually as a "Party" or collectively as the "Parties."

In consideration of the mutual covenants and promises contained in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Lease as follows:

1. Term. Notwithstanding anything contained in the Lease to the contrary, the Lease shall expire on December 31, 2022. Commencing on January 1, 2023, the Lease shall be extended for 5 years ("Initial Extension Term"). The term of the Lease shall thereafter automatically extend for 4 additional terms of 5 years each (each, an "Additional Extension Term"), unless Tenant terminates the Lease by giving Landlord notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. Commencing on January 1, 2023, the monthly rent shall be \$9,500.00 to be paid on the first day of the month in advance to Landlord or such other person as Landlord may designate in writing at least 30 days in advance of any rental payment date. Beginning on January 1, 2024, the monthly rent shall increase by 3% over the monthly rent then in effect and by 3% over the then current monthly rent on each one-year anniversary of January 1, 2024 thereafter.

3. Use. Notwithstanding anything contained in the Lease to the contrary, all improvements, equipment, antennas and conduits shall be at Tenant's expense and their installation shall be at the discretion and option of Tenant. Tenant shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates ("Tenant Modifications"), whether the equipment, antennas, conduits, or frequencies are specified or not on any exhibit attached to the Lease.

Landlord acknowledges and agrees that any provision in the Lease that provides for (i) Tenant to obtain Landlord's consent for Tenant Modifications or send notice to Landlord prior to making Tenant Modifications, (ii) an increase in rent as consideration for Tenant Modifications, (iii) Tenant to submit engineering designs, including but not limited to, a structural analysis, to Landlord for approval prior to making Tenant Modifications and (iv) an amendment to memorialize Tenant Modifications, are hereby deleted.



4. Holdover. Notwithstanding anything contained in the Lease to the contrary, the Parties agree that a holding over beyond the expiration or termination of the Lease shall operate as an extension of the Lease from month-to-month only (the "Holdover Period"), with rent due monthly in an amount equaling the monthly rent applicable during the month immediately preceding such expiration or earlier termination. Either Party may terminate the Lease at the end of any month during the Holdover Period by providing 30 days written notice.

5. Rent Credit. This First Amendment provides for a reduction in rent, effective January 1, 2023. The Parties acknowledge and agree that Tenant shall be entitled to a credit in the event of any overpayment of rent resulting from said reduction in rent. Such credit shall be applied against Tenant's rent due under the Lease.

6. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term and provision of the Lease and this First Amendment, the terms and provisions of this First Amendment shall control. In addition, except as otherwise stated in this First Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.

7. Ratification and Reaffirmation. Landlord and Tenant do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Lease. Except as modified by this First Amendment, all of the terms and conditions of the Lease are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this First Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Lease.

[SIGNATURE PAGE TO FOLLOW]



TENANT Site Name: Greenportelo  
TENANT Location Code: 1-4763

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto execute this First Amendment below, intending to be bound.

**Landlord:**

Village of Greenport

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Tenant:**

New York SMSA Limited Partnership d/b/a Verizon Wireless  
By Celco Partnership, Its General Partner

By: \_\_\_\_\_  
Name: Sergei Mislevy  
Title: Executive Director-Network Engineering/Real Estate  
Date: \_\_\_\_\_

## Municipal Cooperation Resolution

WHEREAS, New York General Municipal Law, Article 5-G, Section 119-o (Section 119-o) empowers municipal corporations [defined in Article 5-G, Section 119-n to include school districts, boards of cooperative educational services, counties, cities, towns and villages, and districts] to enter into, amend, cancel, and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers, and duties on a cooperative or contract basis;

WHEREAS the \_\_\_\_\_ wishes to invest portions of its available  
Entity Name  
investment funds in cooperation with other corporations and/or districts pursuant to the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 28, 2019;

WHEREAS the \_\_\_\_\_ wishes to satisfy the safety and liquidity  
Entity Name  
needs of their funds;

Now, therefore, it is hereby resolved as follows:

That \_\_\_\_\_,  
Key Contact\* Title  
\_\_\_\_\_ of  
Entity Name  
is hereby authorized to participate in the NYCLASS program under  
the terms of the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 28, 2019.

\_\_\_\_\_  
Key Contact Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\*The key contact on an account is the main point of contact for an entity. They receive voting credentials for Governing Board elections and all other important communications.

# GOVERNMENT- PRICE QUOTATION

carahsoft.

Granicus at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Sylvia Pirillo  
Clerk  
Greenport Village  
236 Third St  
Greenport, NY 11944 USA

FROM: Christine Wilt  
Granicus Government at Carahsoft  
11493 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190

EMAIL: spirillo@greenportvillage.org

EMAIL: Christine.Wilt@carahsoft.com

PHONE: (631) 477-0248 FAX: (631) 477-1707

PHONE: (571) 662-3048 FAX: (703) 871-8505

TERMS: FTIN: 52-2189693  
Shipping Point: FOB Destination  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Cage Code: 1P3C5  
DUNS No: 088365767  
UEI: DT8KJHZXVJH5  
Credit Cards: VISA/MasterCard/AMEX  
Sales Tax May Apply

QUOTE NO: 35799724  
QUOTE DATE: 09/13/2022  
QUOTE EXPIRES: 11/30/2022  
RFQ NO:  
SHIPPING: ESD  
TOTAL PRICE: \$4,494.00

TOTAL QUOTE: \$4,494.00

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
BASE RENEWAL					
1	607-SS60AA&MT01CI01-R5	Granicus IQM2 - Agenda and Minutes T01 P10K City/Town/Village Renewal - Annual Subscription (5th Renewal Term) Monthly Billing Granicus - SS60AA&MT01CI01-R5 Start Date: 12/01/2022 End Date: 11/30/2023	\$374.50 OM	12	\$4,494.00
SUBTOTAL:					\$4,494.00
TOTAL PRICE:					\$4,494.00
TOTAL QUOTE:					\$4,494.00



408 Saint Peter Street, Suite 600  
Saint Paul, MN 55102  
United States

THIS IS NOT AN INVOICE

Order Form  
Prepared for  
Greenport, NY

## Granicus Order Form for Greenport, NY

### ORDER DETAILS

Granicus Contact: Astrid Xu  
Email: astrid.xu@granicus.com  
Order #: Q-226578  
Prepared On: 10/19/2022

### ORDER TERMS

Currency: USD

Payment Terms: All fees set forth in the Quote from reseller/distributor to Client are due and payable in accordance with those terms. Use of the Products is governed by the terms of the Granicus Master Subscription Agreement or such other Agreement as agreed to by the parties.

Current Subscription

End Date: 11/30/2022

Period of Performance: 12/01/2022 - 11/30/2023



Order Form  
Prepared for  
Greenport, NY

## PRODUCT SUMMARY

The specifications and terms within this Order Form are specific to the products and volumes contained herein.

NOTE: Fees for the below Products will be as set forth in the quote from an authorized reseller.

Renewing Subscriptions		
Solution	Billing Frequency	Quantity/Unit
IQM2 - Agenda & Minutes	Monthly	1 Each



Order Form  
Greenport, NY

## PRODUCT DESCRIPTIONS

Solution	Description
IQM2 - Agenda & Minutes	Easily prepare for meetings, approve agenda items, generate documents, create meeting packets and capture minutes.



**TERMS & CONDITIONS**

- The attached End User Licensing Agreement must be signed and returned with all necessary order documents.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Greenport, NY to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.



## End User License Agreement

This End User License Agreement ("Agreement") is made and entered into as of the latter date of the signatures below (the "Effective Date") by and between Greenport, NY ("Client") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("Granicus"). Client and Granicus may each be referred to herein as "Party" or collectively as "Parties".

Whereas Client has entered into an agreement with a third party to purchase Granicus Products and Services ("Reseller"), by accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

1. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

"Granicus Products and Services" means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order.

"Order" means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services via Reseller.

"Order Term" means the then-current duration of performance identified on each Order, for which Granicus has committed to provide, and Client has committed to pay for via Reseller, Granicus Products and Services.

2. **Use of Granicus Products and Services and Proprietary Rights**

- 2.1. **Granicus Products and Services.** The Granicus Products and Services are purchased by Client, via a Reseller, as subscriptions during an Order Term specified in each Order.

- 2.2. **Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order (collectively the "Permitted Use"). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the Granicus Products and Services up to the levels limited in the applicable Order.

- 2.2.1. **Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing.

- 2.2.2. **Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client's passwords.

- 2.2.3. **Content.** Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in



support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.

- 2.2.3.1. **Disclaimers.** Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.
- 2.2.4. **Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.
- 2.2.5. **Granicus Subscriber Information for Communications Cloud Suite only**
  - 2.2.5.1. **Data Provided by Client.** Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.
  - 2.2.5.2. Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
  - 2.2.5.3. **Data Obtained through the Granicus Advanced Network**
    - 2.2.5.3.1. Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.
    - 2.2.5.3.2. Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

**2.2.5.3.3. Opt-In.** During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

**2.3. Restrictions.** Client shall not:

- 2.3.1. Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;
  - 2.3.2. Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;
  - 2.3.3. Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
  - 2.3.4. Client must not use the Services as a door or signpost to another server.
  - 2.3.5. Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order placed hereunder;
  - 2.3.6. Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
  - 2.3.7. Use the Granicus Products and Services for any unlawful purposes;
  - 2.3.8. Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
  - 2.3.9. Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
  - 2.3.10. Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.
- 2.4. Client Feedback.** Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.
- 2.5. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

**3. Representations, Warranties and Disclaimers**

- 3.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 3.2. Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.
- 3.3. Disclaimers.** EXCEPT AS PROVIDED IN SECTIONS 3.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER



ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

#### 4. Confidential Information

**4.1. Confidential Information.** It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

**4.2. Exceptions.** Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

**4.3. Storage and Sending.** In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client. Client is ultimately accountable for the security and privacy of data held by Granicus on its behalf.



**4.4. Return of Confidential Information.** Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Client understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

## **5. Term and Termination**

**5.1. Agreement Term.** The Agreement Term shall begin on the Effective Date of the Agreement and continue for twelve (12) months. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current annual term, the Granicus Products and Services will automatically renew at the end of each annual term for one (1) year.

**5.2. Effect of Termination.** If the Parties agree to terminate this Agreement and an Order is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders shall immediately terminate as of the Agreement termination date.

**5.3. Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest.

**5.4. Survival.** All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

## **6. Limitation of Liability**

**6.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

**6.2. LIMITATION OF LIABILITY.** EXCEPT FOR CLIENT'S BREACH OF SECTION 2.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR



ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN.

## 7. General

- 7.1. **Relationship of the Parties.** Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.
- 7.2. **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.
- 7.3. **Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 7.4. **Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 7.5. **Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.
- 7.6. **Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the state in which the Client is located, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of the state in which the Client is located.
- 7.7. **Entire Agreement.** This Agreement, together with all Orders referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client.

- 7.8. **Reference.** Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.
- 7.9. **Injunctive Relief.** Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

**Granicus**

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

(Authorized Signature)

Name: \_\_\_\_\_

(Print or Type Name of Signatory)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Execution Date)

**Greenport, NY**

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

(Authorized Signature)

Name: \_\_\_\_\_

(Print or Type Name of Signatory)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Execution Date)



Penflex Actuarial Services, LLC.  
11/1/2022-10/31/2023 Service Fee Agreement

VILLAGE OF GREENPORT  
SERVICE AWARD PROGRAM

---

Standard Services Fee Schedule

Base Fee: \$3,800

Per-Participant Fee: \$19

Payment certification and trustee directive letters: \$75 per letter

Total Estimated Standard and Distribution Services Fees: \$6,900

---

Optional Preparation of Financial Statement Disclosures (For Additional Fee)

Disclosure Packages Provided For Program Year 2021:

NYS LOSAP Audit Package: No

Auditing Firm: \_\_\_\_\_

GASB 73 Package: Yes

Contact Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Please Check 'Yes' Or 'No' For Program Year 2022:

Complete the NYS LOSAP Audit Package for a fee of \$495: \_\_\_\_\_ Yes \_\_\_\_\_ No

Please refer to the enclosed newsletter titled 'NYS Volunteer Firefighter LOSAP Audit Requirement' for more information.

Complete the GASB 73 Package for a fee of \$1,100: \_\_\_\_\_ Yes \_\_\_\_\_ No

Please refer to the enclosed 'GASB 73 FAQs' for more information. For a sample, please email: [info@penflexinc.com](mailto:info@penflexinc.com).

**PLEASE NOTE:** If you are requesting any Disclosure Packages, please review and make any necessary changes to your auditor's information noted above.

---

All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations. Plan transfers have a \$750 processing fee, while plan consolidations or terminations fee will be determined by the complexity of the work upon request.

To authorize Penflex Actuarial Services, LLC. to begin providing these services in accordance with this fee schedule, please have the Mayor sign and return this Service Fee Agreement. Keep a copy for your records.

\_\_\_\_\_  
Print Name

Mayor

Village of Greenport

\_\_\_\_\_  
Signature

*Paul A. Cagnetta*

Paul A. Cagnetta

Vice President of Operations

Penflex Actuarial Services, LLC.

\_\_\_\_\_  
Email Address

BID FORM (CONTINUED)

Name of Bidder: STRIEGEL SUPPLY INC

VILLAGE OF GREENPORT ELECTRIC DEPARTMENT  
FOR CYLINDER HEADS FOR ENGINE GENERATOR UNITS  
ENTERPRISE DIESEL ENGINES

Cylinder heads for Enterprise Diesel Engines Bid will be for 2 different types of engines:

GENERAL DESCRIPTION:

Enterprise inline 8-cylinder engine:

Must be compatible to fit both DGSQ 38 and DGSR 38 Enterprise inline 8-cylinder engine.  
Must be new old stock, used stock will not be accepted  
May be asked provide proof of part number, photo of part number stamped on cylinder head  
May be asked to provide pictures of condition, or onsite inspection of cylinder heads  
Must have a minimum of 4-cylinder heads available  
Must have a minimum of 8 valves available (4-exhaust and 4- intake)  
Cylinder head must be this part number only 1A-1793 this is an Enterprise part number  
Valves must be this part number only R-1607 (note this is the same valve for both exhaust and intake)  
Need to include air starter rocker arm for cylinder heads with the starter located in the 12:00 clock position. Part number 1A1560, must be complete. (bearings push rod adjusting bolt with lock nut, roller and pin)  
Pricing to include gasket set (4 sets of gaskets) part # 97367 and of the lapping of the valves, and shipping.

Description	Total Project Bid Price in Words:	Total Project Bid Price in Numerals:
CYLINDER HEAD ASSY AS DESCR ABOVE	TWENTY SIX THOUSAND DOLLARS EACH	\$ 26,000 <sup>00</sup> EACH
	ONE HUNDRED FOUR THOUSAND DOLLARS TOTAL	\$ 104,000 <sup>00</sup> TOTAL



BID FORM (CONTINUED)

Name of Bidder: STRIEGEL SUPPLY INC

VILLAGE OF GREENPORT ELECTRIC DEPARTMENT  
FOR CYLINDER HEADS FOR ENGINE GENERATOR UNITS  
ENTERPRISE DIESEL ENGINES

Cylinder heads for Enterprise Diesel Engines Bid will be for 2 different types of engines:

GENERAL DESCRIPTION:

Enterprise V-12-cylinder engine DGSRV-12-4 SN # 70008:

Must be compatible to fit Enterprise DGSRV-12-4 12-cylinder engine.  
Must be in acceptable condition, no leaks, cracks, or other defects that would make the cylinder unusable.  
Must be pressure test for cracks or leaks. May be asked for proof of testing.  
Must provide proof of part number, photo of part number stamped on cylinder head  
Must provide pictures of condition, or onsite inspection of cylinder heads  
Must have a minimum of 4-cylinder heads available  
Must have a minimum of 16 valves available (8-exhaust and 8-intake)  
Cylinder head must be this part number only 1A-3087 this is an Enterprise part number. This part number includes all the parts for a complete cylinder head ready to be installed. (Valves intake/exhaust, springs ect.)  
Pricing to include gasket set (4 sets of gaskets) part # 1A-7757 and of the lapping of the valves, and shipping.

Description	Total Project Bid Price in Words:	Total Project Bid Price in Numerals:
CYLINDER HEAD ASSY AS DESCRIBED ABOVE PLUS 4 GASKET SETS	TWENTY TWO THOUSAND DOLLARS	\$ 22,000 <sup>00</sup> / <sub>100</sub>