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

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Third Street Firehouse
March 24, 2022
7:00 P.M.

B E F O R E:

- GEORGE HUBBARD, JR. - MAYOR
- JACK MARTILOTTA - DEPUTY MAYOR/TRUSTEE
- PETER CLARKE - TRUSTEE
- MARY BESS PHILLIPS - TRUSTEE
- JULIA ROBINS - TRUSTEE

- JOSEPH PROKOP - VILLAGE ATTORNEY
- SYLVIA PIRILLO - VILLAGE CLERK
- PAUL PALLAS - VILLAGE ADMINISTRATOR

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

2 MAYOR HUBBARD: Call the meeting to order.

3 Pledge to the flag.

4 (Pledge of Allegiance)

5 MAYOR HUBBARD: Please remain standing for
6 a moment of silence for Karen A. Pollack.

7 (Moment of Silence)

8 MAYOR HUBBARD: Thank you. Okay. We've
9 got an announcement, a couple of liquor license
10 applications.

11 Announcement: A Village co-sponsored
12 Boater Safety Course will be held at the Third
13 Street Fire Station from 9 a.m. to 5 p.m. on
14 June 11th, 2022. Anybody who wants to sign up,
15 they could sign up at Village Hall and have
16 at it.

17 (Laughter)

18 TRUSTEE MARTILOTTA: There you go.

19 MAYOR HUBBARD: It's a new requirement,
20 actually, by the people that are boating and all.
21 It's a requirement that's -- they're enforcing
22 more of it and everything else. Plus, if
23 somebody wants to just refresh the rules of the
24 road and everything else, it's a good idea to go
25 and just take the course.

1 TRUSTEE PHILLIPS: Yes, because there
2 has -- there has been some changes of the rules
3 of the road, so -- and I think that an
4 opportunity for anyone that lives in the Village
5 of Greenport, whether they're an adult or a
6 child, to have this opportunity to have the
7 course in the Village is great.

8 MAYOR HUBBARD: Right, yeah. So the new
9 requirements, it includes jet skis, paddle
10 boards. There's a lot of other stuff that's
11 required that you need to have the safety course,
12 so it's a good idea. Anybody who wants to do it,
13 if they're going to be out on the water, go ahead
14 and take the course.

15 All right. Liquor License Application:

16 A new application was received from The
17 Menhaden, located at 207 Front Street, on
18 February 18th, 2022. Anybody who wants to
19 comment on that, you go online to the SLA, you
20 could make your comments on that.

21 Also, a new application was received from
22 Gallery Bar LLC, located at 314 Main Street, on
23 March 3rd, 2022. Same thing, go to the SLA
24 website, you can make any comments on the
25 application and read what they have there.

1 All right. That's all we have under
2 announcements and applications.

3 Public Hearings:

4 A public hearing regarding the Wetlands
5 Permit Application submitted by Costello Marine
6 Contracting Corp. on behalf of Nathaniel and
7 Emily Ewing for the property located at 230 --
8 excuse me -- Fourth Street to remove and dispose
9 of 62 feet of existing concrete bulkhead return,
10 and to construct a new 62-foot bulkhead return
11 in-kind, in-place.

12 We have the -- I have all the paperwork
13 here. The public hearing has been noticed. The
14 CAC reviewed the project. The only
15 recommendation they had was that the non --
16 non-turf or -- yeah, non-turf buffer remains in
17 place after it's done. I just wanted to say the
18 term the right way, then.

19 ADMINISTRATOR PALLAS: Yes, exactly.

20 MAYOR HUBBARD: Okay. And it's a two-year
21 expiration on the permit.

22 So I'll open up to -- the floor to anybody
23 who wants to speak on the topic of this public
24 hearing.

25

1 (No Response)

2 MAYOR HUBBARD: Okay. Since nobody wants
3 to speak, I'll offer a motion to close the public
4 hearing.

5 TRUSTEE PHILLIPS: I'll second it.

6 MAYOR HUBBARD: Second. All in favor?

7 TRUSTEE CLARKE: Aye.

8 TRUSTEE MARTILOTTA: Aye.

9 TRUSTEE PHILLIPS: Aye.

10 TRUSTEE ROBINS: Aye.

11 MAYOR HUBBARD: Aye.

12 Opposed?

13 (No Response)

14 MAYOR HUBBARD: Motion carried.

15 That will be down for a vote at our next
16 month's meeting.

17 The second public hearing regarding a
18 proposed local law creating Section 150-30.2
19 regarding curb cuts within the Village of
20 Greenport and amending Section 115-13(J) of the
21 Greenport Village Code.

22 There was a little confusion on curb cuts,
23 where they were going, where they're being
24 applied for and everything else. So we're trying
25 to streamline that and clarify the code so

1 everybody understands it. If anybody wants to
2 comment on this, the Local Law has been posted on
3 the Village website, it's also part of the
4 agenda. If anybody wants to comment on the
5 curb cuts, name and address for the record.

6 (No Response)

7 MAYOR HUBBARD: Okay. Nothing on that.
8 I'll offer a motion to close the public hearing
9 on the curb cuts.

10 TRUSTEE MARTILOTTA: Second.

11 TRUSTEE ROBINS: Second.

12 TRUSTEE MARTILOTTA: Oh, my apology.

13 MAYOR HUBBARD: All in favor?

14 TRUSTEE CLARKE: Aye.

15 TRUSTEE MARTILOTTA: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE ROBINS: Aye.

18 MAYOR HUBBARD: Aye.

19 Opposed?

20 (No Response)

21 MAYOR HUBBARD: Motion carried. That will
22 be up for a discussion, a vote next month.

23 A public hearing regarding a proposed local
24 law deleting Section 150-2 (sic)(12)(C) and amending
25 Sections 150-12(A), 150-16(A) and (1), and

1 150-16G to amend the parking regulations of the
2 Village of Greenport.

3 This has been noticed, it's been discussed
4 back and forth on it. If anybody would like to
5 comment on the public hearing, please come on up
6 here, name and address for the record.

7 JOHN SALADINO: John Saladino, Sixth
8 Street. I'm in favor of the resolution. You
9 know, I kind of been a proponent of this for a
10 while. I just have one question, and perhaps --
11 oh, the Attorney is here. I can state the
12 question for the Attorney. Could you explain to
13 me, through the Board, and I'll also ask the
14 Attorney through the Board, what's -- what's the
15 logic behind repealing 150-16(A)(2)?

16 ATTORNEY PROKOP: It was to -- I think that
17 that section provided for a grandfathering
18 provision, and it was to -- it was to remove that
19 provision.

20 JOHN SALADINO: I thought it was -- I just
21 kind of read it. I thought it was -- it was for
22 residential driveways, where you could only put
23 one car in a residential driveway and in the
24 front yard. A residential -- a driveway in the
25 Residential District, you would be allowed to put

1 one car in the front yard. If it was a
2 two-family house, you would need three off-street
3 parking spaces. You wouldn't be able to line up
4 in your driveway. I'm just not sure what that
5 would have to do with payment in lieu of, but
6 that's not my real concern.

7 ATTORNEY PROKOP: I'll take a look at it --

8 JOHN SALADINO: I'll need a chance to think
9 about it.

10 ATTORNEY PROKOP: -- and review it for the
11 Board.

12 JOHN SALADINO: My real concern is the
13 price for payment in lieu of. I don't believe
14 \$5,000 is the right price, I think it's far too
15 much money. Right now, the price is 2500. For a
16 corporation-backed business, you know, that might
17 need 10 or 15 or 20 parking spaces, you know,
18 you're talking about \$100,000 for 20 parking
19 spaces for a business. For a business that's
20 backed by a corporation or a big operation, that
21 might not be a deal-breaker. But you have
22 businesses on Front Street, on Main Street
23 that -- you know, a new restaurant wants to open,
24 it's got 40 seats, 10 tables, and maybe 10 seats
25 at the bar, and, you know, we're talking about 10

1 parking spaces. For him to pay \$50,000 for
2 payment in lieu of, it might be -- you know, this
3 guy cobbled together, maybe cobbled together 50,
4 60, 80 grand to start the business. An
5 additional 50 might not be in his contingency
6 fund.

7 I just think \$5,000 is too much. If
8 anything, I think 2500 is too much. You don't
9 want to throw the baby out with the bath water,
10 you don't want to kill the golden goose.

11 You know, for a small business, a retail
12 operation that has four employees, you know, 1200
13 square feet, they need four parking spaces, you
14 know, that's -- it's a lot of money, it's
15 20 grand. It's just -- I just think it's too
16 much. And plus, the other thing is, when they
17 change businesses, when there's not a change in
18 use, but a change of business there, you get to
19 do it all over again.

20 I understand the need for a parking fund,
21 you know, in case we ever want to build a
22 seven-story parking garage at the railroad yard,
23 but there are things that you could use the money
24 for. I mean, there are vacant areas, you take
25 eminent domain in a couple of years, you know,

1 for a 30-square-foot piece of property, and you
2 can park 100 cars. But I just think for -- like
3 I said, for a bigger business, for a business
4 with a lot of capital, it might not be a problem.
5 For a business that doesn't have a lot of
6 capital, it might present a problem for them.

7 Also, I have a question about -- right now,
8 the Planning Board's allowed to sell them 20
9 spaces, right? We can absolve them of 20 spaces.
10 The new Local Law says 50% or 20, and the lesser
11 of the two they can sell them. And from my
12 experience on the Zoning Board, I think 20 spaces
13 is not enough. I think the Planning Board should
14 be able to sell them 40 spaces.

15 You have a -- you have a -- and I'll pick
16 one restaurant out, only because I know the
17 seating, not because I think they should have
18 parking. I don't -- I go there all the time.
19 Like Port, they have 180 seats, they would be
20 required to have 35 parking spaces. If a new
21 owner took over or a new business, or something
22 with 180 seats, they would be required to have 35
23 parking spaces. Am I getting the math right?
24 It's five, five seats per space? So they have no
25 parking, they have zero parking. So they could

1 go to the Planning Board and buy 20 parking
2 spaces, then they would have to go to Zoning to
3 get a -- to get relief for the other 15. Some
4 people on Zoning might think that 15 is not
5 moderately tailored relief. What do they do, rip
6 the seats out?

7 You know, I just think -- I don't know
8 where the 20 number came from originally. I know
9 it's been there for as long as I can remember,
10 years and years, but I don't know where it came
11 from, what -- when they crafted the law, why they
12 decided 20 was the number. But I don't see a
13 downside to raising that number to 40. If nobody
14 needs it, they won't -- they won't do it. And if
15 they do need it and they're willing to pay for
16 it, it's more money in the coffers, you know.

17 So I would ask that you consider that when
18 you talk about it. So thanks, thanks for
19 listening.

20 MAYOR HUBBARD: Thank you

21 ATTORNEY PROKOP: Can I -- can I respond to
22 the question that was asked?

23 MAYOR HUBBARD: Sure.

24 ATTORNEY PROKOP: So the specific code
25 section that was -- that was mentioned by

1 Mr. Saladino, so there's a provision in our code
2 that a residential property owner can offset the
3 parking requirement, the off-street parking
4 requirement in a residential lot by -- by
5 counting a driveway in a -- a driveway in the
6 front yard of a property as one space. And it
7 was suggested that that be taken out, so that
8 there would be parking other than the driveway
9 provided on the lot.

10 I know that one, one of the issues with
11 this was that what consists of a driveway. You
12 know, if it's the entire front yard, is that a
13 driveway, or is it just a certain section of the
14 front yard? That wasn't clear. So there was a
15 suggestion made in drafting this that that
16 provision be taken out. But it has -- it
17 doesn't -- it has to do with, just as I said, you
18 know, whether the driveway itself should count as
19 parking for one car, or other parking spaces be
20 required.

21 JOHN SALADINO: I know I gave up -- can I
22 just ask one question?

23 MAYOR HUBBARD: Sure.

24 JOHN SALADINO: So that space on a
25 residential lot wouldn't count? If you abolish

1 this Section 150-16(A), that's -- that space in
2 the driveway in the front yard wouldn't count
3 towards off-street parking?

4 ATTORNEY PROKOP: It wouldn't automatically
5 count pursuant to this section. It might still
6 be counted by the Planning -- I think it would
7 still be up to the discretion of the Planning
8 Board or another Board, you know, one of the
9 Boards in the Village, but it wouldn't
10 automatically count.

11 JOHN SALADINO: Okay. Thank you.

12 MAYOR HUBBARD: Okay. Any other discussion
13 on the public hearing?

14 IAN WILE: Good evening. My name is Ian
15 Wile. I'm a resident of the Village at 234 Fifth
16 Avenue. I'm also a business owner in the Village
17 with Little Creek Oysters, located in historic
18 White's Bait Shop. I wrote down my notes so I
19 wouldn't forget something, but I really
20 specifically want to talk about the elimination
21 of the grandfather clause for commercial parking
22 downtown as part of this.

23 In my opinion, the grandfather exemption,
24 and actually by your father, if I'm correct, I
25 think is one of the most important regulatory

1 cornerstones for the economic vitality and
2 stability of the downtown. Even with it in
3 place, we have tremendous vacancies that we
4 sometimes forget about, and even more at risk of
5 closure currently. Its removal would represent a
6 generational setback, in my opinion.

7 The clause makes keeping and using existing
8 buildings a priority, rather than taking things
9 down, right, because we waive parking for reusing
10 our existing infrastructure and historic
11 buildings, etcetera.

12 With this new passage, why would anybody
13 decide to keep a building? Often, all of us have
14 experienced some of our buildings are maybe not
15 built like modern buildings, and we struggle with
16 them, but we love them all like our own children.
17 You know, why renovate some of these?

18 Further, it punish -- it punishes -- to
19 echo what you said, you know, I think that this
20 punishes mom-and-pop businesses, that make this
21 village a rarity in an era of chain stores. As a
22 resident, I'm proud of the street that I walk
23 down every day, and I see the variety that we
24 have, and can always have more as well.

25 My own background, just for perspective,

1 eight years ago, we were -- my family and I were
2 effectively in financial ruin, digging out from
3 the global recession of 2008. With almost no
4 capital and a bucket of ideas, some of them
5 pretty goofy, and really, some really special
6 grassroots support, we left the job search market
7 and tried to launch our own lifeboat. The shop
8 we're in now was dormant for about a decade, was
9 effectively stuck. We plunged forward like a
10 bunch of idiots. And if we had been required to
11 pay off the proposed number, I wouldn't have
12 risked the very little capital that we had. As a
13 result, we've had -- you know, we failed steadily
14 for a couple of years, and stuck by core beliefs.
15 Those are we buy local, we hire local, we're team
16 local, we cooperate and participate in local
17 events and government.

18 You know, we have what I call a real small
19 business, you know, operated by actual humans,
20 not corporations. Like most of the -- every real
21 small business in this Village, I'm proud to be
22 able to support every request from the
23 Go-Fund-Me's, Fire Departments, CAST, hospitals,
24 schools and more. And when the Board stops
25 trying to divide some of the downtown economic

1 vitality for the needs of -- you know, and the
2 residents are making these kind of artificial
3 division, I find it a tremendous loss in our
4 community.

5 It's my opinion that the Village shouldn't
6 erect any code that says to graduating students
7 from our school that they won't be able to stick
8 their neck out and open a business in their own
9 town. The capital risk just to cover parking is
10 just too prohibitive, right? It's hard enough to
11 try, but to punish those who want to try
12 something without demolishing a building, or then
13 need to raise money to cover opportunity taxes,
14 or without the desire or resources to litigate
15 this Village into oblivion. It just may not be
16 the design of the proposal, but I think it is an
17 unintended consequence.

18 I think the proposed modification of this
19 code doesn't think through some of those
20 unintended consequences. As far as I can tell,
21 it doesn't create a single parking space. I
22 think it discourages historic building retention.
23 I think it encourages chains and high-funded
24 development, while discouraging small scale
25 projects. The same parking inventory we have

1 today would exist after this passage.

2 It's not part of a comprehensive plan,
3 which ought to look at housing infrastructure.
4 Perhaps, you know, what we're all looking at with
5 the -- you know, the listing of two of the
6 largest parcels in the Village, which double the
7 downtown, and we don't have a plan to deal with
8 with regard to the shipyard.

9 I know we have parking issues. As far as I
10 can tell, thanks to some great historians in
11 town, they go back, you know, nearly a hundred
12 years. Some days we are better than others. But
13 I tried to drive through this Village the other
14 day as a visitor, and I noticed we come down 25,
15 there's no parking sign that directs people to
16 the transit center. There's no indication that
17 there is a municipal lot down there. There's no
18 sign to the Adams Street lot from either Third or
19 Front Street. And on Front Street, there's no
20 sign to the municipal lot. So some of what we
21 can do is take the incoming traffic that we do
22 have and tell them where we want to go. It's not
23 everybody -- every visitor's fault for not
24 finding some room. Even in the peak of summer, I
25 think we've already found spaces over at the MTA

1 transit lot. There is, like I said, no sign to
2 send anybody there.

3 And the last thing I would say is I've just
4 had the remarkable privilege to travel around a
5 large swath of this mostly fine nation, and in
6 10,000 miles and exploring the Route 25s of the
7 country, I went through a tremendous number of
8 villages and towns and saw decimated downtowns,
9 generational poverty, addiction, unemployment,
10 depressed residential streets, storefront
11 vacancies, and lots of parking. And I think we
12 have such a remarkable place here, and we have
13 needs to address, but I don't think we need to
14 take away one of the very simple pieces without
15 thinking about what else we want to do with it.

16 I think if -- you know, we've been to
17 places where, okay, granted, you've got to park
18 somewhere else, but there may be a complementary
19 shuttle. Can we build the infrastructure, a
20 grant that maybe some of this fund can go to
21 that. But to do them without a comprehensive
22 approach and just for us to grandfather I think
23 is a tremendous disservice to the next two or
24 three generations. And if we were to lose some
25 of the buildings that we have, because somebody

1 felt like they needed a building, parking lot
2 building, parking lot structure, I think we'd
3 change the face of the Village for all time.

4 Thank you for your time.

5 MAYOR HUBBARD: Okay. Thank you.

6 TRUSTEE PHILLIPS: Thank you, Ian.

7 WILLIAM SWISKEY: William Swiskey, 184
8 Fifth Street, Greenport, New York. I didn't read
9 through the whole thing, the -- but are we going
10 to eliminate the grandfather provision on parking
11 for existing buildings? Is that what this is
12 going to do?

13 MAYOR HUBBARD: Yes.

14 WILLIAM SWISKEY: Well, I'm not
15 particularly in favor of some businesses, but
16 this is a knife. Anybody that wants to sell a
17 business, just sticking a knife in their back,
18 basically, with this. I mean, nobody's -- who's
19 going to buy a building, say a restaurant with 50
20 seats, a small restaurant or whatever? Nobody's
21 going to buy it if they got to go through this
22 parking, or, you know, it just ain't going to
23 happen.

24 You're devaluing the very people you're
25 trying to help. You're devaluing their property

1 and that's -- that's just a fact. Plus, if
2 somebody wants to come in here and build a mega
3 hotel, say where the old candy store is, well
4 he's going to have beau coup bucks. He's going
5 to buy parking spaces, he's going to get around.

6 I think this provision needs to be
7 rethought -- rethink. Doing away with the
8 grandfather clause is not a good thing for the
9 small businessman. Thank you.

10 MAYOR HUBBARD: Thank you. Anybody else?

11 RICHARD VANDENBURGH: Good evening.

12 Richard Vandenburg, President of the Greenport
13 Village BID.

14 I just would like to kind of echo and --
15 some of the sentiments that we've heard. And I
16 think the idea of this change to this law is not
17 going to be helpful to our downtown Village
18 district. You know, we certainly -- I think
19 they're, you know, actually in an agreement on
20 the points that were raised, that it really is
21 anti-business for the smaller business person.
22 You know, certainly the big-box, large-chain,
23 deeper-pocket entities that, you know, we know
24 that exist in other places on the South Fork and
25 things could certainly, probably handle some of

1 the financial impact of such a change in the law,
2 but, really, we don't want to go back.

3 I think my understanding is the origin in
4 some part of this, this waiver, the grandfather
5 clause, dates back to when we had a lot of vacant
6 storefronts and small guys that were not able to
7 really -- you know, we wanted to attract their
8 success and infusion into the Village, and that
9 made it possible. I know it made it possible for
10 us 13 years ago, personally speaking, from the --
11 you know, the brewery point of view, that, you
12 know, the ability to not have to necessarily pay
13 for that startup cost for those parking spots,
14 being able to take advantage of the waiver of
15 that, being able to renovate a building that was
16 essentially on the verge of being condemned and
17 stretched our budgets thin. The ability to know
18 that we did not have the added obligation of
19 having to pay for parking spots was a huge
20 consideration for us.

21 I think, you know, the idea of increasing
22 it to a point where it's prohibitive, I mean, you
23 know, you heard the examples of when it came for
24 a 10-seat location to have "X" number of parking
25 spots at \$5,000 a spot, it's absolutely

1 prohibitive and anti-business. And I would
2 absolutely not support it, and I don't believe
3 the BID would support at all such an onerous
4 added expense for development.

5 I also think, too, the idea of picking a
6 number of \$5,000 without really understanding
7 what is the plan or what is our vision for how we
8 would, in terms of collecting any type of funds
9 for this parking, you know, amount, or budget, or
10 line item account. Where is that money going to
11 go to? How are we going to use that money? What
12 is the -- what is the vision or the plan that
13 ultimately supports the fact that, you know,
14 look, we need to build, hopefully, not a
15 seven-story garage, but we need to do things that
16 are going to be more assistive for people coming
17 into the Village, things that -- or a plan that
18 could help people find parking and better
19 signage, or clearly designated areas.

20 What is the plan that ultimately supports
21 the fact that let's ask for more money per
22 parking spot? Because I think it's -- or we're
23 just going to charge more and we'll figure that
24 out later, is really the only understanding I
25 have in terms of saying that we're going to up

1 the number from 2500 and doubling it to 5,000.

2 The -- you know, the interpretation that we
3 have a parking problem is certainly a hot-button
4 item for a lot of different people, a lot of
5 different opinions. But without a vision in
6 terms of what we plan to do to try to remediate
7 that, and what are those steps that we would
8 take, and what is the cost that it will take
9 to -- in essence, to effect those steps, just to
10 simply pass a law to increase the amount to that
11 extent and require this is really only half the
12 thought. There's no vision to really why you
13 would consider increasing this, and vacating the
14 grandfather clause for, you know, any existing
15 businesses that benefit from it.

16 So I would urge the Board to hold off,
17 really revisit the idea of what is it that we're
18 going to do specifically. What is our budget to
19 do what? And, A, what have we accumulated so
20 far? I would love to know kind of clear
21 transparency about what have we -- what have we
22 accumulated or received thus far in the past
23 three, four, five years that goes towards that
24 parking, you know, line item, and what are we
25 doing with that money? You know, what is

1 happening?

2 I think there needs to be a little bit more
3 transparency, because if you can develop a plan,
4 then you can garner support, because everybody
5 understands where the goal is that we want to get
6 to and what is it you want to do. But this, I
7 believe, is just a huge cart-before-the-horse
8 kind of law, and I -- and I don't support it, we
9 don't support it at all. Thank you.

10 MAYOR HUBBARD: Thank you.

11 RANDY WADE: Randy Wade, Sixth Street,
12 Greenport. I already sent you my comment on
13 this, but I never heard back.

14 In addition to the Movie Theater, if
15 they're to reopen, they've been closed now for
16 long enough so that we need a new application for
17 a C of O, and the Opera House, what would happen
18 to those two? The new code would limit them to
19 being able to buy out 20 seats. So that means
20 there would only be 20 people allowed in those
21 two businesses?

22 MAYOR HUBBARD: No.

23 RANDY WADE: How would it be done then?

24 MAYOR HUBBARD: The Movie Theater has been
25 operating continuously, the Movie Theater is not

1 closed.

2 RANDY WADE: When it goes -- when it's
3 dormant and you haven't used the property after a
4 certain amount of time, then you have to reapply
5 again.

6 MAYOR HUBBARD: Where does that say that in
7 our code? I don't remember seeing that.

8 TRUSTEE PHILLIPS: It's not in our code.

9 RANDY WADE: Excuse me. Could you check
10 with the Attorney, because that's the way it is
11 in most municipalities. Are you saying that you
12 can go out of business and keep your same --

13 MAYOR HUBBARD: The Movie Theater is not
14 out of business.

15 RANDY WADE: It's not operating. I mean --

16 MAYOR HUBBARD: During COVID, it did not.
17 Before COVID, it was operating every summer.

18 RANDY WADE: Right, but it has not been for
19 long enough, so that one could say that --

20 ATTORNEY PROKOP: The Village, I think the
21 Village has a different opinion about the Movie
22 Theater than you do.

23 RANDY WADE: I love the Movie Theater. I'm
24 only using it to illustrate the example, is all.

25 ATTORNEY PROKOP: I don't think it's --

1 RANDY WADE: Of course, we want that to
2 reopen.

3 ATTORNEY PROKOP: You're thinking that the
4 Village -- that the Movie Theater lost its right
5 to operate? If that's your opinion, then I think
6 it's different from the Village's opinion.

7 RANDY WADE: So are you saying that if you
8 don't use a property for the use that you have a
9 C of O for for a certain period of time, that you
10 don't lose that nonconforming use? Isn't there
11 something about nonconforming uses?

12 ATTORNEY PROKOP: That's a gross
13 oversimplification of a complicated law, that
14 every circumstance it applies to is applied
15 differently.

16 MAYOR HUBBARD: Right.

17 RANDY WADE: But you would make an
18 exception for the Movie Theater, because we love
19 the Movie Theater, right?

20 MAYOR HUBBARD: No, the Village Attorney is
21 not going to make that, you're addressing the
22 Board. I mean, but the Movie Theater, it's
23 there. As the code is now, 1991 and pre-existing
24 buildings are exempt from that. Nothing in the
25 code says if you don't operate for a

1 year-an-a-half or two years, that you have to go
2 back to square one. I don't know where you're
3 getting that from.

4 RANDY WADE: I misunderstood the
5 legislation. So if the building was pre-1950,
6 you say?

7 MAYOR HUBBARD: 1991 is when this was
8 enacted, the grandfathering started, and it --

9 RANDY WADE: Does that mean -- excuse me,
10 I'm sorry to interrupt. But if any building was
11 pre-1991, do they still have no parking
12 requirements?

13 MAYOR HUBBARD: As of right now, yes, they do.

14 TRUSTEE PHILLIPS: Right now.

15 MAYOR HUBBARD: There is no parking
16 requirement.

17 RANDY WADE: If you pass this law, will
18 they still have no parking requirements?

19 MAYOR HUBBARD: The ones that are there now
20 will not. If somebody goes for a change of use
21 of the building, they will have to go by what the
22 new law would read.

23 RANDY WADE: So what about the Opera House,
24 what if somebody turned that into a theater?

25 ATTORNEY PROKOP: I don't think we -- the

1 Board's -- the Board's not here to correct --
2 give opinions on -- we're here tonight to take
3 public input, not to give opinions on particular
4 situations. And as, once again, every situation
5 is -- has different facts, and it's a complicated
6 situation, that every one of them is a
7 complicated situation to which the law needs to
8 be applied to those particular facts.

9 RANDY WADE: It's really not as complicated
10 as you make it seem, and it's something that we
11 citizens should understand when we are making
12 comments on a law. And if you people are
13 proposing the law, and you are proposing a law,
14 I'd like to know what the problem is that's being
15 solved by -- and I'd like to know how the Opera
16 House, that has not been a performance space for
17 many decades --

18 TRUSTEE PHILLIPS: Randy, could you please
19 make a comment on the actual public hearing,
20 which is what your thoughts are on the law, not
21 going into an individual property within the
22 Village of Greenport? Could you, please, make a
23 comment on the --

24 RANDY WADE: My comments are that I don't
25 think you guys have fully explained both what the

1 problem is that's being solved and what the full
2 ramifications of this are. And I think we need a
3 meeting, you know, before you vote on it where
4 it -- I don't want to put you on the spot now,
5 but I would certainly hope you won't vote for it
6 now until it's been explained to us what the
7 problem is and how will many businesses be
8 affected.

9 Because, like I'm just going to do a
10 for-instance. Maybe you feel that there are too
11 many nightclubs and restaurants that are opening
12 without providing parking, and you want to have a
13 limit on that, or something. But then I would
14 say let's look at alternatives to addressing that
15 problem. But I just don't understand the problem
16 you're solving. It hasn't been a problem.

17 We're not going to -- we don't want to have
18 parking lots. I mean, that's the given, we don't
19 want to have parking lots. So saying any
20 business would have a maximum of 20 parking
21 spots, so a maximum occupancy of 40, the way --
22 you know, is really about what you're saying,
23 including some of those 40 spots, which is
24 workers.

25 MAYOR HUBBARD: No, that's not -- that's

1 not -- a group of five people constitutes one
2 parking spot, a table at a restaurant.

3 RANDY WADE: Well, the code does it, I
4 guess, by square footage of the restaurant. But,
5 quite often, it's like you imagine two people are
6 coming in a car. They're coming --

7 MAYOR HUBBARD: Okay, but you're assuming
8 that's --

9 RANDY WADE: Yeah, I'm just generalizing.

10 MAYOR HUBBARD: If you have comments or
11 suggestions towards what the code is -- we're not
12 voting on this tonight, it's a public hearing to
13 take comments on it.

14 RANDY WADE: Great. Oh, great. I
15 misunderstood, I'm so sorry.

16 MAYOR HUBBARD: Well, that's why I said
17 public hearing when we started. We take a public
18 hearing. And this has been discussed over the
19 past 10 months, 11 months, brought up by Trustees
20 at regular work sessions. So you go back and
21 look at all those minutes where the Trustees
22 discuss problems, issues they wanted to address,
23 and that's where the law got formulated. So you
24 can go back and read the minutes. You were at
25 some of these meetings, so you heard the

1 comments.

2 RANDY WADE: I was -- I was at the meetings
3 and I still --

4 MAYOR HUBBARD: Okay. So that's --

5 RANDY WADE: -- am very vague on what the
6 problem is that's being solved.

7 MAYOR HUBBARD: The problem, it's been
8 explained numerous times. The Trustees said the
9 feelings of what they were trying to do.

10 RANDY WADE: Okay. I'm just saying I was
11 there and I'm confused, but thank you very much.

12 MAYOR HUBBARD: Okay. Well, maybe we could
13 send you copies of the minutes and you can read
14 them again, if you think that would be helpful.

15 RANDY WADE: Well, if they're so clear, and
16 if it's so clear in your mind, if you could just
17 restate the main goal of this, that would be
18 really great.

19 MAYOR HUBBARD: The main goal was that
20 places that were retail were becoming restaurants
21 with no additional parking. So you had two
22 employees, you would have needed -- two employees
23 and three customers, you would have needed two
24 parking spots. And all of a sudden you end up
25 with a 10-table -- 10 tables in there, which is

1 50 people, and now you need 10 parking spots.

2 RANDY WADE: Okay.

3 MAYOR HUBBARD: And so -- it was also
4 retail businesses downtown that were becoming
5 different uses.

6 RANDY WADE: I am sympathetic to that. I
7 would hate to see all of our services and retail
8 establishments be turned over to restaurants.
9 That would be a very boring and not very usable
10 town. So, yeah, then I would just --

11 MAYOR HUBBARD: But that law was discussed,
12 brought up by a couple of different Trustees, was
13 brought up a long time ago. That's why it took
14 so long to get to this point to try to put
15 everything together.

16 I believe, also, I remember you were saying
17 it should be \$20,000 for a spot, because you
18 wanted to hit them hard and hit them heavy, and
19 we didn't feel that was an appropriate amount at
20 that point. So that's why we toned down what you
21 had proposed at one of the meetings when you were
22 there discussing the same thing with us.

23 RANDY WADE: Yeah. No. Practically
24 speaking, I mean, I thought the point was to pay
25 for parking in order to maybe buy land for

1 parking, and if you did that, then you'd divide
2 up like a quarter-acre-buy and you'd come up with
3 a different price. You're right, you would come
4 up with a different price. I get -- but that was
5 kind of before I started studying the issue and
6 found out that a lot of towns are now looking at
7 how to reduce parking requirements, in order to
8 have --

9 MAYOR HUBBARD: Right. Some of those was
10 to clarify when applicants for places downtown
11 who were going for a new building, it was between
12 Planning and Zoning, are they asking for parking
13 spots, are they asking for payments? The code
14 was very -- it was not clear where we could
15 decisively say, the Planning Board Attorney could
16 say you need "X" amount of parking spots and this
17 is what the price is, and they went back and
18 forth between the two Boards for months. And
19 we're trying to clarify the code to alleviate
20 that discussion, so the Planning Board and the
21 Zoning Board know exactly where they stand with
22 the amount of what's going to be there.

23 The 2500 was in -- has been in the code for
24 years, but it hasn't been enforced. There was no
25 way to actually enforce it on the preexisting

1 buildings. And new buildings had it, but it was
2 not -- it wasn't being done, and they were
3 unclear how they would go about doing that. And
4 we were trying to clarify the code, so that they
5 would know, it would be very cut and dry, boom,
6 this is what it is. You put in 80 seats, you
7 need 15 parking spots, and that's where it is.

8 RANDY WADE: And so would the ZBA be able
9 to charge also when they see a project --

10 MAYOR HUBBARD: No, that's not it. If it's
11 a site plan process, they go before the Planning
12 Board.

13 RANDY WADE: Okay. Because, frankly, the
14 residential zones are the ones that have space to
15 have parking, and some residents are not -- you
16 know, they're parking on the street, rather than
17 have space for a driveway. So I almost rather
18 see the residential districts pay if they want a,
19 you know, garden on their driveway, which I think
20 it's really wonderful. The cost of a renovation
21 is so high, that then they could pay the actual
22 land costs for the parking space that they're
23 taking, you know, on the street instead, but --

24 MAYOR HUBBARD: If somebody puts an extra
25 bedroom on their house, you want to charge them

1 for a parking spot, is that what you're
2 suggesting?

3 TRUSTEE PHILLIPS: Basically.

4 RANDY WADE: I guess if they were afford --
5 that would also be an incentive to provide
6 affordable housing, if there were affordable --

7 MAYOR HUBBARD: But that's a completely
8 different story than what we're talking about
9 with this, though, I mean.

10 RANDY WADE: Yeah. I'm sorry to confuse
11 you. I see that -- this is just an example, that
12 I do think it would be kind of -- could be useful
13 for the residential, but I'm not so sure it's
14 that useful for the Commercial District.

15 MAYOR HUBBARD: Okay.

16 RANDY WADE: But I thank you for
17 explaining.

18 MAYOR HUBBARD: All right, Randy. Anybody
19 else wish to comment on the public hearing?

20 MS. ALLEN: Chatty Allen, Third Street.
21 And I'll say up front, I haven't read what you
22 have proposed. I have been kind of following
23 this.

24 So my understanding from tonight is those
25 that are grandfathered in right now, if you were

1 to pass this, they don't have to pay for parking
2 right now. If they decide to up their space,
3 then they would.

4 I agree with John, that it is too much.
5 Keep it at, you know, the amount that it is right
6 now. But, also, I agree with him about giving
7 the Planning Board the leeway of going up to
8 40 spaces, instead of 20. We've had issues where
9 people have needed more than what is -- was
10 allotted.

11 I appreciate the work that's going into
12 this. We've been talking about parking issues
13 forever. I personally don't want to see a
14 parking garage. And everyone thinks that if you
15 put one in, it's going to be right in the center
16 of the Village. I said this in years past that
17 if you go on Adams Street, that first large
18 municipal lot, that's backed off the main road,
19 it's backed off of Third Street, you don't really
20 see. One could go there, if that's the route you
21 eventually end up taking.

22 What a lot of people don't always think
23 about is the Village is one square mile. Where
24 do they expect you to get the space from within
25 that without buying property to tear it down to

1 make more parking? That's the only other option
2 at this point.

3 You know, I brought up about Fourth Street.
4 There's an issue with that because of the tanks
5 that are -- have been underground, probably since
6 before I was born. I remember when there was
7 fuel there when I was a little kid, you know. I
8 mean, because that would be an ideal added
9 parking area. I go past it multiple times a day
10 and think, dang, I wish there was nothing under
11 there, so you could level that out and you'd get
12 plenty of parking in there.

13 I do agree with the ideas of -- with the
14 money that more visible signs, where there is
15 municipal free parking. I don't want to see the
16 parking in residential areas. I don't want to
17 see residents having to pay for added parking.
18 It's hard enough as it is, you know, on a
19 homeowner nowadays, but that's a different topic
20 for later.

21 But, like I said, I -- you know, I agree
22 with what John was saying. And I appreciated the
23 work that you guys have been putting in. This
24 isn't an easy thing to try and figure out. Thank
25 you.

1 MAYOR HUBBARD: Anybody else wish to
2 address the public hearing?

3 ROSALIE RUNG: Hi. Rosalie Rung, 234 Fifth
4 Avenue. I actually have no comment that hasn't
5 been made already. I just have two questions, if
6 that's okay.

7 The first question, if this is enacted,
8 will any parking be created as a result of it?

9 MAYOR HUBBARD: Yes. There was a
10 discussion about, I think it was, four or five
11 months ago to try to improve Moore's Lane with
12 repaving the old firemen's track, put in lighting
13 and stripes, and stuff like that. When this
14 first came up, what are we going to do with the
15 money, that was the plan that I had come up with
16 to go and improve that. We don't have the funds
17 to do it now, and then try to get the shuttle
18 service working. So to use that side road that's
19 there, it's in really bad shape, and to make it a
20 nice place for people to go and park and then use
21 the shuttle from there to come down into town.
22 So anybody that came here, it would be used
23 towards that, and also repaving Adams Street
24 parking lot, which does need --

25 ROSALIE RUNG: So that was my second

1 question, is what would happen with the funds
2 they are raising? So you're intending to build a
3 new -- a new lot with that?

4 MAYOR HUBBARD: There's no new lot to do
5 it, so it would just be -- the money would be
6 used strictly for improvements on the parking
7 lots, signage, and, you know, hopefully, doing
8 the parking lot up on Moore's Lane, to make it a
9 viable option, so people aren't looking like
10 they're going down a dirt road to park their car
11 to get on a bus to come into the Village, to make
12 it look presentable.

13 ROSALIE RUNG: So this is -- I mean, a new
14 business that may have to pay for "X" number of
15 parking spaces won't be getting anything for that
16 investment, right?

17 TRUSTEE CLARKE: I don't see the logic.

18 ROSALIE RUNG: They're not getting any
19 parking for that, that investment, new business.

20 MAYOR HUBBARD: If somebody changes their
21 site plan and they go and put a business in, they
22 have to go by what is in the code, the amount of
23 parking spots that are needed for a commercial
24 business.

25 ROSALIE RUNG: So the business would still

1 be required to create parking spaces in addition
2 to paying for the spaces?

3 MAYOR HUBBARD: Well, if all -- in total,
4 they need 10 parking spaces, and they have three
5 onsite, they would pay for the seven they don't
6 have.

7 ROSALIE RUNG: But they don't get those
8 seven. You don't create them?

9 MAYOR HUBBARD: They don't get those.
10 They're paying for that, and that money is being
11 used to improve parking lots that we already
12 have, or do additional parking lots in the
13 future.

14 ROSALIE RUNG: I just wanted to clarify
15 that. Thank you.

16 MAYOR HUBBARD: Okay, you're welcome.
17 Anybody else want to address the public hearing?

18 IAN WILE: I spoke already. Can I ask a
19 follow-up? Just based on -- I just was curious
20 if there is a budget proposed for that Moore's
21 Lane, or if we know how much it costs to create,
22 you know, each, each municipal spot.

23 MAYOR HUBBARD: No, we have not actually
24 gone through prices on that at all. It was just
25 when this first started 10 months ago, they said,

1 "What are you going to do with the money?"

2 IAN WILE: Yeah.

3 MAYOR HUBBARD: And that was a concept, and
4 that's why we moved forward with it, because
5 that's where the money would be earmarked to do,
6 to make that a nice looking parking lot with
7 lights and --

8 IAN WILE: For sure, I'm all about it. And
9 then the only other thing is I went through the
10 budget today to try and find the special fund,
11 and I couldn't find the fund. If somebody could
12 direct me on where that is in the --

13 MAYOR HUBBARD: I'm not sure where that
14 fund is. We'd have to -- the Treasurer's not
15 here, but the Village Administrator can look for
16 that and see what's in it.

17 IAN WILE: I'm trying to find how much is
18 in there now and where it's been spent in the
19 budget.

20 MAYOR HUBBARD: I don't know myself.

21 TRUSTEE PHILLIPS: That wouldn't be in the
22 information. You'd have to ask the Treasurer for
23 that. That would be in the Capital, the T&A, the
24 Trust and Agency accounts.

25 IAN WILE: Okay. And is that -- that's

1 public information, I assume.

2 TRUSTEE PHILLIPS: Yes, that's public.

3 IAN WILE: Okay. Thank you.

4 MAYOR HUBBARD: Okay. Any other comments
5 on the public hearing? All right. I'll offer a
6 motion to close the public hearing, and we will
7 discuss it next month.

8 TRUSTEE ROBINS: Second.

9 MAYOR HUBBARD: Is there a second? Okay.
10 All in favor?

11 TRUSTEE CLARKE: Aye.

12 TRUSTEE MARTILOTTA: Aye.

13 TRUSTEE PHILLIPS: Aye.

14 TRUSTEE ROBINS: Aye.

15 MAYOR HUBBARD: Aye.

16 Opposed?

17 (No Response)

18 MAYOR HUBBARD: Motion carried.

19 Okay. Next on the agenda is the public to
20 address the Board on any topic. If anybody from
21 the public wants to address the Board, come on
22 up, name and address for the record, and we'll
23 listen.

24 WILLIAM SWISKEY: I'll go first. Maybe it
25 will loosen them up.

1 (Laughter)

2 I really expected the parklet people to get
3 up, but I'll get up.

4 One question that really isn't on the
5 agenda, do you intend to pave Johnson Place this
6 summer between Fifth and Sixth Street, where the
7 park is? Because it's -- there's nothing left
8 but crumbs.

9 MAYOR HUBBARD: That's actually not in what
10 we've talked about. We're doing Wiggins, Fourth
11 Street, Kaplan Avenue and Sixth Avenue.

12 WILLIAM SWISKEY: You really ought to
13 consider --

14 MAYOR HUBBARD: No. I go down there every
15 weekend, Bill, and I understand what you're
16 saying.

17 WILLIAM SWISKEY: Yeah.

18 MAYOR HUBBARD: So we'll see if we can --
19 how much it costs on all the other projects, and
20 if we can try do that, we will attempt to.

21 WILLIAM SWISKEY: I think you probably have
22 about \$80,000 or something in the old parking
23 fund. You might want to use that, since you
24 consider that parking, but that's up to you.

25 All right. The first thing I wanted to ask

1 about is the Resolution 3-22-5, \$30,000 for
2 McLean Associates for additional work on the
3 ferry route, or whatever it is there, the
4 parking. I've got to find this thing now. Yeah.
5 Oh, here it is. They want \$4500 in -- to --
6 needed for preparation -- where is it here? New
7 York State Department of Transportation Highway
8 work permit for the intersection of Third and
9 Wiggins Street. The State don't own Third
10 Street, they don't own Wiggins Street, we know
11 that.

12 MAYOR HUBBARD: Okay. You're saying
13 No. 12? I'm reading --

14 TRUSTEE MARTILOTTA: Yeah, which one are
15 you talking about?

16 WILLIAM SWISKEY: Well, I'm in the proposal
17 right now. It's --

18 MAYOR HUBBARD: No. 5? I'm sorry.

19 TRUSTEE MARTILOTTA: Oh, 5, you said?

20 MAYOR HUBBARD: I thought he said 12.

21 WILLIAM SWISKEY: Page 2 of McLean's
22 proposal.

23 TRUSTEE MARTILOTTA: Okay.

24 TRUSTEE ROBINS: Resolution 5?

25 WILLIAM SWISKEY: Well, that's the

1 resolution to give them \$33,000, but what they're
2 asking for, the reason they're requesting these
3 supplemental funds are listed in Page 2 of their
4 basic proposal, this page.

5 TRUSTEE MARTILOTTA: Oh, I see what you're
6 saying. That's what he's saying.

7 TRUSTEE PHILLIPS: He's got the breakdown.

8 TRUSTEE MARTILOTTA: Yeah.

9 WILLIAM SWISKEY: Like I said, the State
10 does not own Third Street, it does not own
11 Wiggins Street, those are Village streets. The
12 State highway comes to Front and turns east to
13 the water, that's Route 25. The State doesn't
14 own the street. Why are we paying these people
15 to get a work permit that we don't need from the
16 State? Had anybody asked them that?

17 MAYOR HUBBARD: Well, the -- Wiggins
18 Street, from Sixth Street down to Third Street is
19 considered State Route 114.

20 WILLIAM SWISKEY: The only reason Main --
21 we own the street. Do they pave the street? No,
22 they don't, George.

23 MAYOR HUBBARD: When we had trees taken
24 down on there, we added -- sent it to the State
25 and the State paid for that.

1 WILLIAM SWISKEY: Well, the State may have
2 paid for it, but that they don't own Moore's Lane
3 and that's the alternate truck route. You own
4 Third Street, that's flat out. You can check
5 with your Attorney, he can look at the maps --

6 MAYOR HUBBARD: Okay.

7 WILLIAM SWISKEY: -- and everything else.
8 We don't need to go to the State to get a work
9 permit there.

10 MAYOR HUBBARD: Okay.

11 WILLIAM SWISKEY: So before you vote on
12 this resolution, I would have our Attorney find
13 out who exactly owns that street. You know, the
14 State can call part of Fifth Street an extension
15 of Route 114 if they want, they can put it on the
16 map, but they don't own the highway. The State
17 does that all over the place, you realize that?

18 MAYOR HUBBARD: Okay. But this is the
19 redesign work and the work that's being done on
20 the overall total ferry project.

21 WILLIAM SWISKEY: I understand that. So
22 there's three aspects that have to do with that.
23 There's one for 19,000. But this 45 or 4700,
24 they don't need to spend that money.

25 And as far as connecting the drain, our

1 drain in Wiggins Street connects to the State
2 drain, and we provided land basically for the
3 State for the big -- the big drainage ponds,
4 which is where the water goes.

5 MAYOR HUBBARD: Huh-huh.

6 WILLIAM SWISKEY: You have a right to
7 connect this parking lot to that, they can't stop
8 you. I mean, just because McLean did do their
9 homework, there's no reason to waste \$4700, is
10 it? I would think so anyway. But you might want
11 to have the Attorney look at it. Anyway, I'll
12 move past that. I just wanted to bring you to
13 a --

14 ATTORNEY PROKOP: Your question -- I don't
15 want to comment. So I know what the issue is,
16 I'll explain it to the Board.

17 WILLIAM SWISKEY: All right. And where are
18 we now? We're going to -- this proposal for rate
19 increases for the electric, water and sewer, the
20 sewer is the only place that I can see from your
21 financials, and your Treasurer, and your Clerk,
22 and your Superintendent of Utility should be able
23 to read those financials to see if you need a
24 rate increase there or not. It's a very simple
25 process. I think the process is someplace in a

1 book in Village Hall that we used to use. You
2 know, we didn't hire people to do these.

3 But I can see -- or you need a sewer rate
4 increase, what's it going to cost you, what --
5 what is Sandy Beach going to bring in compared to
6 what you're going to spend. You know, that's a
7 whole complicated thing, but the electric and
8 water, it's unnecessary, it's wasted money, and I
9 would just rip that part out of that resolution.
10 That's Resolution 22-13. You might want to
11 consider that.

12 And now here's one that really gets me
13 here, is Resolution 22-17. Now, recently, you
14 raised the price of the Carousel like, I don't
15 know, 50% or something, because, oh, we might
16 need money to fix the Carousel, and you gave the
17 Marina a very low rate increase. Well, the
18 Marina is costing you more money on this one
19 change order than the Carousel is going to cost
20 in the next 10 years. I don't understand it.
21 That's -- that was the argument at the time
22 against the Carousel rate increase. But, what
23 the heck, let's just throw money at the Marina
24 and not charge them.

25 We should be charging the Marina. We could

1 raise that 20% tomorrow, and these people are
2 going to come and they're going to pay for this.
3 Plus, I don't know what the -- the last estimates
4 I got from basically some dock builders I know,
5 it's going cost \$3 million to replace the
6 bulkhead at Mitchell Park. Another million
7 dollars for the work Railroad Dock, which
8 generates \$10,000 a year in income. So I
9 think -- and I spoke at the time, it was very
10 foolish to take that dock from the County, which
11 you did, because you bored a big hole in the
12 ground, which you're now going to have to fill.
13 So you're going to have to do something. You're
14 going to have to raise a lot more money at the
15 Railroad Dock to justify spending a million
16 dollars.

17 I think the Board really has to consider,
18 can you give it back to the County, wash your
19 hands of it, or just close it down, let the
20 County take it back? To spend that kind of money
21 for a few boats to dock there is just not worth
22 it. That's -- if you're running a business, you
23 know that's -- that's just beyond. Nobody would
24 run a business like that.

25 All right. There's a couple of more items

1 on the agenda. Excuse me, because it's thick
2 tonight. Oh, I'll save that one for last.

3 Well, I know that you've got a proposal on
4 here to buy a 50 and a -- 55-foot bucket truck.
5 Basically, the tallest pole you've got in the
6 Village is a 45-foot truck -- I mean, a 45 --
7 40-foot pole, 45-foot pole. All right. So why
8 aren't you buying 45-foot bucket trucks, which
9 are actually much smaller?

10 Have you seen the way Hawkeye's 60-footers,
11 50 and 60-footers tie up the street? You put two
12 Village bucket trucks back to back, the ones we
13 got now, they don't do that. Granted, a couple
14 of them are getting old and need to be replaced.
15 Probably should have been replaced five or ten
16 years ago, a couple of them, because you usually
17 replace a bucket truck every eight to ten years.
18 But you don't need these enormous trucks.

19 I would have my Superintendent look into
20 acquiring 45-foot trucks, similar to the sign and
21 material handler you got right now, that small
22 truck, and it fits your streets. You don't have
23 wide highways here. That's consideration that
24 the Board should be looking at, that the
25 Superintendent should be looking at. You're

1 going to put two of these trucks, say, on Sixth
2 Street and block it? It makes no sense to me.
3 But, again, I think it's things that you might
4 want to table that motion and look into it. And
5 the smaller trucks are going to be cheaper, to
6 begin with.

7 All right. Now the last one I want to talk
8 about is Resolution 22-31, the parklets. Now
9 Mr. Vandenburg got up at the work session, he
10 gave this impassioned plea, strategical and
11 tactical. I thought I was back in the military
12 or something with that. But the point is, the
13 intel he was using, or we call it that, that
14 survey, that goes back to the year of COVID.
15 That's almost irrelevant right now.

16 And I think to put the parklets back right
17 now, especially for such a small price, is just a
18 slap in the face to the rest of us in the Village
19 of Greenport. If you put those parklets up,
20 you're not getting your hook and ladder truck on
21 that, on parts of those streets, and you know how
22 that has to stretch out. It has to park in one
23 gutter to reach over to the other side to get it
24 up over a building, and I'm sure the Fire
25 Department has told you that. But it's up to you

1 to consider. Thank you.

2 MAYOR HUBBARD: Thank you.

3 TRUSTEE CLARKE: Thank you.

4 ATTORNEY PROKOP: So the question about the
5 ownership of Third Street, so in the -- in the
6 change order for LKMA, they're requesting \$4,500
7 to file a permit with the State that they claim
8 that they didn't realize they needed to file,
9 because they were not aware that Third Street was
10 a State road. That's what I understand the
11 question is about. So there is -- there is a
12 \$4500 allocation in the change order for that,
13 that permit, so permit to the State.

14 The only question I would have about that
15 is if they're doing a design -- if they're doing
16 design engineering, whether the permit is
17 actually required at this stage, you know, or if
18 it's something that it needs to be filed when
19 the -- if construction starts at some point in
20 the future, so -- but that's \$4500, and it's
21 acknowledged that Third Street is a State
22 highway.

23 WILLIAM SWISKEY: By the Village or McLean?

24 ATTORNEY PROKOP: By -- well, McLean,
25 McLean is claiming that they verified it.

1 WILLIAM SWISKEY: They're claiming, and I'm
2 claiming it's not. Maybe you should look into
3 it, Joe.

4 ATTORNEY PROKOP: Yes. So, anyway --

5 (Laughter)

6 ATTORNEY PROKOP: -- in either case, I
7 think the \$4500 would be -- should be paid when
8 the permits are required to be filed. I don't
9 know that it's required to be filed in the design
10 stage.

11 MAYOR HUBBARD: Okay.

12 ATTORNEY PROKOP: Which is --

13 TRUSTEE ROBINS: Mr. Mayor.

14 TRUSTEE PHILLIPS: Mr. Mayor, I'm -- go
15 ahead, Julia, first.

16 MAYOR HUBBARD: Okay.

17 TRUSTEE ROBINS: I was under the impression
18 that all of the design work will eventually be
19 refunded to us as part of the grant, once, you
20 know, we do all the work. Am I mistaken in that?

21 MAYOR HUBBARD: No.

22 TRUSTEE ROBINS: No, okay. So, I mean,
23 it's coming back to us, it's just we have to pay
24 it now, we've bonded now.

25 MAYOR HUBBARD: He's questioning whether it

1 should be paid at all by anybody at any time.

2 TRUSTEE ROBINS: Okay.

3 MAYOR HUBBARD: That was -- that was his
4 question.

5 TRUSTEE ROBINS: Oh, okay.

6 TRUSTEE PHILLIPS: That was Mr. Swiskey's
7 question.

8 TRUSTEE ROBINS: Oh, okay.

9 MAYOR HUBBARD: Yes.

10 TRUSTEE PHILLIPS: But --

11 MAYOR HUBBARD: He's saying it's not a
12 State road, so you shouldn't need a State permit,
13 so it's a waste of -- whoever the bottom line is,
14 of going back to, nobody should be paying that,
15 was his question and his point.

16 TRUSTEE ROBINS: Well, then the work
17 doesn't get done, it makes no sense.

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

20 PETER HARRIS: Good evening, Ladies and
21 Gentlemen. Peter Harris, 212 Knapp Place,
22 Greenport. I'm just here tonight to voice my
23 opinion pertaining to the parklets.

24 During the course of the pandemic, I think
25 the parklets served a very -- it was a great need

1 for the businesses, especially the restaurant
2 business, many of the retailers also use them.
3 The first year they were greatly used. Second
4 year, definitely seen a decline of the use of
5 many of the parklets that were erected, to the
6 point where halfway during the season, they
7 wanted it dismantled and taken away.

8 I just personally feel, I think it's time
9 for Greenport to get back to being Greenport.
10 And for many of the businesses, for them, for
11 proceeds and what have you, yeah, maybe it was.
12 But I will tell you, as a grandfather that took
13 his grandson almost every day, and to walk down
14 through that Village seeing the masks, seeing the
15 garbage, seeing the snooty people that were
16 coming to Greenport, to be able to sit outside
17 and wine and dine themselves at the expense of
18 the common person. So I just think it's time
19 that Greenport get back to being what Greenport
20 used to be. Thank you.

21 MAYOR HUBBARD: Thank you. Anybody else
22 wish to address the Board?

23 RANDY WADE: Randy Wade, Sixth Street,
24 Greenport. I do hope you consider the parklets
25 another year. As you notice, I'm wearing a mask.

1 A lot of people I know really do feel
2 uncomfortable going indoors to eat, and having
3 the outside, it was just a wonderful lively
4 atmosphere. A lot of us, you know, residents, we
5 liked walking around and seeing people.

6 There are people who have done studies
7 back -- Wayne White was the first one who
8 videotaped what did people want, what would make
9 a place active. And he would do hours of
10 videotape, and he found that they liked movable
11 chairs, but, really, they liked people-watching,
12 and that's what's been so fun. So thanks.

13 MAYOR HUBBARD: Okay. Anybody else wish to
14 address the Board?

15 ERIC KOCH: Eric Koch, 127 Sterling Avenue.
16 Before I begin, I would first like to acknowledge
17 all of the time and hard work this Board has put
18 into the property and subsequent project at
19 123 Sterling.

20 I apologize for not bringing this matter to
21 your attention earlier, but I was out of town in
22 the fall when these particular meetings were
23 taking place. I, too, being a tenant right next
24 door at 127 Sterling Avenue, have also been
25 deeply intertwined with the project since

1 construction started. I appreciate your
2 consideration and taking the time to listen.

3 I am here to address Clause 3 of the
4 Declaration of Covenants and Restrictions
5 regarding five affordable units at 123 Sterling
6 Avenue. The clause reads as follows:

7 "The units shall only be sold to purchasers
8 that can demonstrate that they are first-time
9 homebuyers and do not own any other residential
10 property."

11 As I mentioned, I have lived in Greenport
12 Village for the past four years now. I have
13 rented a room at 127 Sterling Avenue for the
14 entire duration. I co-own and operate a small
15 fast-growing business called Peconic Boat Rental,
16 which runs alongside Peconic Water Sports. Both
17 fit quite nicely into the community, and employ
18 local workers. And I have every intent to make a
19 life for myself and a future here in Greenport,
20 my ties are here to stay.

21 Fourteen years ago, in 2008, I made an
22 investment into a property solely as an
23 investment property. I have never had a primary
24 residence, and I had no intention to ever make
25 that property my primary residence. It was an

1 investment, and the rental income is a large part
2 of the reason I can live here in Greenport today
3 and build my business.

4 Per every other eligibility statute listed
5 as a required -- as a requirement for
6 application, including qualifying as a first-time
7 homebuyer, I am eligible. However, due to my
8 owning a residential property, I will be
9 disqualified on account of the latter part of
10 Clause 3.

11 The way this reads, someone who owns a
12 house in Ohio, that has been trying to make a
13 life for themselves here in Greenport, they're --
14 will be ineligible. Comparing the two places
15 would be comparing apples and oranges. This also
16 doesn't take into account that someone could have
17 invested in stock, or commercial property even,
18 instead of a house and still be eligible. I find
19 this to be unfair. Owning an investment should
20 not disqualify you.

21 Given the past four years, I clearly have
22 every intent to make Greenport my home and
23 continue to contribute to the community. An
24 opportunity like this would change my life. As
25 you know, the housing situation here in town is

1 dire, and shows no real signs of getting any
2 easier.

3 I ask if the Board would consider the
4 following perspective as eligible, or change
5 Clause 3 to read as follows:

6 The units shall only be sold to purchasers
7 that can demonstrate that they are first-time
8 homebuyers, and do not own any other residential
9 property within Southold Town." Thank you.

10 MAYOR HUBBARD: Okay.

11 ERIC KOCH: Any thoughts?

12 MAYOR HUBBARD: Well, it's something that
13 has to be discussed and everything else, because
14 we already voted on the covenants. They're in
15 there and they were signed off by the Village
16 Attorney and by the property owner and his
17 attorney. So I don't know if we can even be
18 allowed to change that at this point, but that's
19 something that would have to be discussed.

20 ERIC KOCH: Okay. Thank you very much.

21 MAYOR HUBBARD: Thank you.

22 TRUSTEE CLARKE: Thank you.

23 MAYOR HUBBARD: Anybody else wish to
24 address the Board?

25 LINDA KESSLER: Linda Kessler, 25 Front

1 Street, owner of Kessie. I am a property owner
2 at 130 Front Street, and I am on the Greenport
3 BID Board. And I'm here to -- I missed the work
4 session, so I'm here to speak in favor of the
5 parklets. I sent in a letter. Thank you,
6 Trustee Phillips, for acknowledging my comments.
7 I am going to read from here, because I get very
8 nervous when I speak in front of people.

9 So I'm expressing my wish that parklets
10 return to Greenport for the 2022 season, and ask
11 for your support, and to take the bold step in
12 voting yes. Over the last couple of years, I
13 have personally heard from visitors and members
14 of the community about the positive effect they
15 have on the Village. People comment on the
16 vibrancy that they bring to the downtown area,
17 and that they create a happy atmosphere and safe
18 environment.

19 The parklets originated out of the
20 pandemic, but have grown into a positive, healthy
21 outdoor space that encourages both the community
22 and visitors alike to share Greenport's
23 uniqueness. We now stand out from our
24 neighboring towns and embrace a walking Village.

25 In response to some of the comments that

1 COVID is now over, there is a new strain coming
2 around. I don't think it's something we should
3 all panic about, but the fact is it's still here.
4 You know, will we be told in two months that we
5 have to put masks back on? I have customers that
6 come in, they -- you know, "Do we wear a mask,"
7 "Can we wear our mask?" It's whatever makes
8 people comfortable right now. But people do
9 enjoy sitting outside.

10 And, also, many of the people that do sit
11 outside are people in this room. I and my family
12 sit outside. I've seen the Village employees,
13 Village officials, we all enjoy sitting outside
14 in the nice weather when we have the opportunity.

15 So businesses are still recovering, and one
16 positive thing that I see on Front Street is that
17 the parklets slow down traffic. They have
18 totally discouraged the U-turns that I panic
19 about every day. I mean, I see them jump
20 sidewalks, I see parents with strollers, older
21 people trying to back up out of the way. So,
22 again, I think that is an important factor.

23 The third factor is that we all know that
24 the restaurants and other businesses need
25 deliveries, and we get huge trucks that come

1 through. I think they're all using First Street
2 and the Adams Street park now, along with the new
3 loading zones, because when we have the parklets
4 there, those huge trucks cannot stop and
5 double-park. And there are many times that I've
6 sent photos to the Village and to some of the
7 Trustees, that if a fire truck is coming around,
8 or an ambulance, we have a 16-wheeler that's
9 double-parked on Front Street and it's an
10 accident waiting to happen. Or there are people
11 trying to, in a regular automobile, they come
12 around and another one's coming this way and
13 there's going to be a head-on. That is a
14 positive thing to have the parklets during our
15 busiest season, it eliminates that safety hazard
16 of having them there.

17 People do use the nearby parking, which is
18 in Adams Street. Yes, we do need signage to send
19 people down to the train station. I think having
20 that encouragement, many more should and could
21 park in some of our parking that is underutilized.

22 Again, please help support the businesses
23 that supports so many employees and many of the
24 community programs. I know that my three
25 employees, two of which are second-generation

1 people here and have grown up and have worked in
2 the Village, and another young man whose family
3 has been here for a couple of generations and has
4 moved back.

5 We're here to support the community and the
6 programs, including our Egg Roll, the Cherry
7 Blossom Fest. We do the scavenger hunts for
8 Halloween and Christmas, and we do sponsor Dances
9 in the Park, Shellabration. I mean, we're all
10 here for you and we would love for you to be here
11 for us. Thank you.

12 MAYOR HUBBARD: Thank you.

13 TRUSTEE CLARKE: Thank you.

14 (Applause)

15 MAYOR HUBBARD: Anybody else wish to
16 address the Board? All right. Just --

17 KIRK HODGE: I'm actually -- I'm actually a
18 Texas resident, and this is my son here.

19 MAYOR HUBBARD: Just name and address
20 for --

21 KURT KOCH: I'm sorry. I'm Kurt Koch,
22 16-3 -- 12634 Ponder Ranch, San Antonio, Texas,
23 and I'm just up here taking care of (inaudible).
24 But view me as someone, as far as the parklets,
25 like really like as a customer and then a

1 Greenport resident. And I was actually very
2 impressed with it, because it signalled to me a
3 very flexible government in support of a business
4 in extenuating circumstances.

5 Again, because I'm in Texas, which is an
6 extremely pro business state, and you see it.
7 You know, I'm gone for a month-and-a-half, I'm
8 going to go back there. There'll be shopping
9 centers up, there'll be houses up, there'll be
10 four-story apartment building up, a lot of
11 construction that weren't there when I was there
12 a month-and-a-half ago. That's how it is, and
13 I'm not exaggerating. It would just -- it would
14 blow you away if you haven't been outside of
15 let's say Long Island as a whole, which tends to
16 be built out.

17 So, again, as an outsider, I -- and you
18 see, obviously, with my mask on, I'm not
19 convinced we're over the -- you know, the hump
20 here with the pandemic, and I'll probably be the
21 last one to take one off. But I have not been
22 inside a restaurant for literally two years, like
23 I only eat outside. So it was very welcomed to
24 me, I did take advantage of it.

25 And, again, I -- it lifted me in a sense,

1 really clear vision, a vision that ultimately has
2 to suss through negative opinions, perhaps
3 opinions that don't necessarily offer
4 alternatives, emotions that are cast in kind of
5 perhaps older world setting, or, you know, prior
6 settings of no change. You have to suss through
7 that. And as a leader and as leaders of our
8 Village, you guys have to do that, and it's not
9 an easy task. I appreciate that and I understand
10 that. But I think visionary leadership has to be
11 able to challenge the norm. You have to be able
12 to challenge the norm and stand apart from the
13 shadow of doubt, because it's visionary
14 leadership that's going to serve the day and the
15 greater good.

16 I think this Board embraced visionary
17 leadership in 2020 and exercised courage and
18 faith at a time when we needed it most. But,
19 ultimately, what were the unintended consequences
20 of that visionary leadership at that time? Well,
21 we know, from looking at the facts and not
22 necessarily embracing the emotions, we looked at
23 the facts that from 2019 to 2021, there were 50%
24 less accidents on Front Street and Main Street
25 where the parklets were, 50%. However, you want

1 to argue that point from an opinion base? The
2 fact is the Chief of Police confirmed that for
3 me, that there were 50% less accidents and our
4 roads were safer.

5 We know from hearing from testimonies from
6 our businesses that our businesses were able to
7 survive and actually thrived because of the
8 parklets. We've heard some opinions that, yes,
9 at the time, they were good, but perhaps an
10 opinion is the time now is that we don't need
11 them anymore. I contest that, I disagree with
12 that.

13 Our businesses continue to need the benefit
14 of these parklets, and this year as much as any
15 other of the prior two years, they need these
16 parklets in order pull themselves out of a
17 horrific epic century event as a pandemic.

18 We also learned that our Village, in a
19 study of all villages and main streets and
20 downtowns throughout Long Island, Greenport was
21 the only village, the only Main Street that
22 actually recovered in a way unlike any other Main
23 Street or downtown, specifically attributed to
24 the parklets, as reported by the Rauch
25 Foundation, who conducts studies nationwide of

1 these type of initiatives and situations,
2 factual-based, factual-based results. We led
3 every other town, every other Main Street on Long
4 Island in its recovery because of the parklets.

5 We factually heard from 295 of our 900
6 residents that we surveyed, yes, a year ago, back
7 in March of 2021, a year after the -- after the
8 pandemic had started. Two hundred and
9 ninety-five of the 900 residents, not business
10 owners, not employees, residents, who said that
11 they supported the initiative of the parklets,
12 they found them beneficial, they would like to
13 see them return. I don't know that there's any
14 change, if not even a greater appreciation of
15 that benefit this year.

16 And we have heard anecdotally from
17 hundreds, if not thousands, of others who have
18 visited the parklets, dined in our restaurants,
19 walked our streets, patronized our merchants,
20 that they enjoyed the vibrancy and the atmosphere
21 that these parklets bring to our Village. That
22 is a vision that Greenport embraced at the time.
23 And all of this progress in a changed world was
24 as a result of your visionary willingness to be
25 thought leaders. I urge each one of you to not

1 abandon that visionary work that we have
2 accomplished to date.

3 I urge each of you to reinforce your
4 thought leadership and continue to be courageous
5 in standing apart from the negativity, and
6 embrace the vision to be a better, stronger and
7 more walkable Village in Greenport. Thank you.

8 MAYOR HUBBARD: Thank you.

9 MS. ALLEN: Chatty Allen, Third Street.
10 And I guess I'm the negativity, because I'm not
11 in favor of them going back up this year.

12 I know I'm not someone who says COVID is
13 over. No, I am not someone who goes into a place
14 that I haven't been before, where I can't
15 distance myself, like this evening, so I don't
16 have a mask on in here. I still wear my mask at
17 work, even though we do not have to wear them. I
18 don't know. I don't feel this is over. That's
19 my personal feeling. It's for my health. And
20 because I've been taking care of it like that,
21 I'm actually proud to say, since we first went
22 into lockdown, I have not taken a single day off
23 of work. I'm one of maybe three drivers with my
24 company that has not taken time off from work.

25 Yes, I take care of myself, I protect

1 myself, I do what I'm supposed to do. Has it
2 been easy? No. I've had a lot of health issues,
3 so I haven't been at a lot of meetings, but I
4 watch them when they're being broadcasted.
5 There are certain -- for certain meetings that I
6 felt I should be here, and I would wear my mask
7 and come, and always sit in the back away from
8 others.

9 Last week, it was brought up us against
10 them. That's how this is being portrayed. A
11 lifelong resident, who has safety issues, that
12 does not feel that they need to go up this year.
13 Doesn't many that I said COVID is over. Doesn't
14 mean that I said that people don't still feel
15 comfortable going into a restaurant to eat. But
16 that doesn't mean you have to stop supporting the
17 businesses. You can do takeout to still help the
18 business.

19 I said this last week. When we went on
20 lockdown, it wasn't your tourists coming here and
21 doing takeouts, it was your residents. And
22 residents online, and I don't know how many
23 emails the Mayor and the Trustees have gotten,
24 that have said no, no to the parklets. But we're
25 the bad guys. We're the ones that get the

1 negativity thrown at us, because we raise
2 concerns about our First Responders. It's our
3 First Responders, every decision that's made,
4 they need to be at the top of the list. They
5 need to be heard, and from day one, they haven't
6 been heard. I have family members, people that I
7 have known since I was born in these departments.
8 And I said it last week, I was here the night of
9 the fire that took these two men. A day doesn't
10 go by that they're not in my thoughts. I don't
11 ever want to see another First Responder go
12 through that. That's where my heart is, is with
13 them, and always will be, and I will back them
14 1000 percent over anything.

15 When you raise concerns, one of the things
16 is, oh, yes the parklets are great for sitting
17 in, it opens the sidewalks up. But then you have
18 people going back and forth in front of you when
19 you're trying to walk or push a carriage.

20 You know, there's pros and cons for both,
21 but for the Board to be told do the right thing,
22 do what you did when we went into lockdown,
23 things have changed since then. We've seen
24 things. You need to do what you feel is right.
25 And if you do vote for these again, I really hope

1 it's put in there that every single business that
2 has a parklet has to go back in front of the
3 Planning Board, because they're increasing their
4 space.

5 The restrictions right now are listed --
6 are lifted. So if you have a 50-seat restaurant,
7 and then you have tables outside that you're
8 turning over, they need to be counted. Things
9 need to be redone. I mean, you're talking -- you
10 know, it should have to go back before the
11 Planning Board again to get approval for them to
12 up their spacing. Fair is fair.

13 And as far as the price per parking space,
14 they're going to get half the money back. Sorry,
15 they want them, they pay for their own to put up
16 and take down. The Village and the residents
17 should not have to pay for that, the businesses
18 should be paying for that.

19 I think that's a slap in the face to
20 everyone to say we're going charge you "X" amount
21 for a parking spot, but then we're going to give
22 half of that back to the BID. Seriously? That's
23 a drop in the bucket.

24 So I really hope you have thought about
25 this, you've listened to everyone, not just the

1 loudest voices.

2 On a different topic, which was brought up
3 at a work session about accessory buildings on
4 properties, and it was brought up about them not
5 needing parking for that. That was a suggestion.
6 This hasn't gone into effect or anything else.
7 That should be taken off the table in talks right
8 there, because if you're going put an accessory
9 building above a garage and say, well, because
10 you're going add housing, well, we're not going
11 to make you have parking, that's a slap in the
12 face to every person who hasn't been able in the
13 past to expand because of parking.

14 You got to think, you know, what's been
15 going on in the past, and like I brought up last
16 week, I really think you need to rethink your
17 short-term -- short-term rental code and put it
18 in. Change it to year-round or owner-occupied
19 only. That's one way to put housing back on.
20 It's another way to have these houses not be
21 purchased for the sole purpose of short-term.

22 We need people in the Village for our fire
23 departments, for our hospitals, for our schools.
24 We're losing people left and right, because they
25 can't find housing anywhere. And with having a

1 short-term rental, you're pulling housing off the
2 market. And I know it was done to help out those
3 who had it, but didn't live there, so they could
4 only do it "X" amount, but it turns out that
5 they're doing it year-round. They're not
6 abiding, no one's checking on it, you know. So
7 you want and try and put some housing back on the
8 market, that's one way of doing.

9 I mean, I, just on my short part of the
10 Village that I do, I see the amount of places
11 that are being renovated, and you know that it's
12 going to be short-term rentals again, it's not
13 for locals. It's not for local housing, it's not
14 for year-round housing. We need that.

15 And my other question is, I don't know if
16 you have an answer for, do you know when the
17 ferry slip is going to -- the work is going to be
18 done on that? Because this ferry line just gets
19 out of hand every day.

20 MAYOR HUBBARD: Yeah, they've done one
21 slip, they still have to do another slip.

22 CHATTY ALLEN: I mean --

23 MAYOR HUBBARD: So it's going to be another
24 couple of months.

25 MS. ALLEN: I got caught all the way on

1 Ninth Street one morning and I couldn't passed it
2 in my bus because of the way these people are
3 parking, and no one's overseeing it. In the
4 past, we would have people there overseeing, you
5 know. And that was another thing when we had had
6 a hearing, that I had asked that you extended it
7 to Sixth Street, with no parking on the south
8 side of the road, because they block --

9 WILLIAM SWISKEY: The driveways.

10 MS. ALLEN: No, it's not the driveways,
11 Bill. There's cars parked, so the ferry line is
12 in the actual lane. And I've -- instead of even
13 saying anything, I've just rerouted, because I
14 can't get from Sixth to Fifth on Wiggins, you
15 know, because of that, and that's why I had said
16 make it all the way to Sixth.

17 And, personally, when you have things like
18 this, I know -- I don't know how much longer it's
19 going to be until the new one is put in and we no
20 longer have this problem, but I had also said it
21 should be year-round, especially, you know,
22 there's only a few -- I don't think any of the
23 houses don't have driveways on the south side.
24 So there shouldn't be cars there, so you can have
25 a -- you know, because when you park on both

1 sides and then try and get a truck or a bus
2 through, not going to happen.

3 So, all right, my brain is fried tonight,
4 so that's it. Thank you.

5 MAYOR HUBBARD: Thank you.

6 TRUSTEE CLARKE: Thank you.

7 MAYOR HUBBARD: Anybody else wish to
8 address the Board?

9 ANDY HARBIN: Andy Harbin, 122 Adams
10 Street. First of all, I'm not going to talk
11 about the parklets, but I want to thank all of
12 you, the Board, the Mayor. You showed a lot of
13 forward thinking when COVID hit. And along with
14 help from the BID, and the people to design and
15 to allow the parklets, it was a big help to some
16 of the businesses, a lot of businesses,
17 especially some that had no indoor dining at all.
18 Some of them wouldn't have made it, so you really
19 did a great job with that.

20 You know, sometimes things happen and
21 change. And, you know, like Chatty said, there's
22 pros and cons to this, no doubt about it. But
23 when you have a decision to make, that sometimes
24 you just use your eye test, and you look at it
25 and you think about it, and was it good, or was

1 it better or was it worse? I think it's better
2 for the Village. But you've got to really kind
3 of get outside the box sometimes. And if you all
4 remember, before Mitchell Park, that eyesore of a
5 building still there boarded up, there was many
6 people against Mitchell Park. You know, that
7 wasn't just a shoe-in. There was lots of
8 discussions like this about it. I can't imagine
9 the Village without Mitchell Park now and all the
10 great things that go on there.

11 You know, I would say there a Zoom call
12 last week that I listened to. I couldn't see it,
13 but somebody on there mentioned that the
14 businesses -- the parklets actually add like a --
15 they gave a -- like a dictionary term for what
16 the parklets did, and your extension of the
17 businesses that made those businesses more money.
18 But he wanted to -- what did the businesses do
19 for our Village. I know most of you, or not all
20 of you, have or had, you know, at one time owned
21 your own business, or maybe you do now, so you
22 know. I never knew, really. I've only been in
23 business five years, so I spent 52 years just not
24 having any idea what businesses did.

25 You know, this guy was maybe one person,

1 but even if a few people don't know, I never
2 realized how much businesses do for the town.
3 It's a rare day when anybody who owns a business
4 doesn't have -- you have a store front, somebody
5 doesn't come in asking for something, you know.
6 We've all -- we all give. I've never said no to
7 anyone that has come to my place. And there are
8 things that we've all given to, like the schools,
9 and the fire departments, and Boy Scouts, the
10 PBA, the churches, the Chamber of Commerce, CAST,
11 the Historical Society, Seaport Museum, the flags
12 they do in the park, Christmas decorating
13 contests, a lot of things that Linda mentioned,
14 which I agree with. You know, and can you
15 imagine us not having Dances in the Park, how it
16 was kind of a bummer when we didn't have it
17 because of COVID? Just local events. Certainly,
18 then the ice skating, the roller skating. Most
19 of us all advertised there, and that's good for
20 our business, but it's also good for the Village.
21 Getting strong businesses, you know, it's
22 important.

23 You all remember a time when a lot of
24 buildings in town were empty. A lot of them got
25 demolished. You know, a lot of things have

1 changed when the fishing industry and the
2 boat-building industry changed in this Village.
3 Obviously, 35 years ago, a lot of businesses were
4 closed on Sundays. Now it's revitalized, and I
5 think that the parklets added to that, they
6 brought energy to it.

7 You guys did something that other villages
8 and towns around Long Island looked at it and
9 said, "Let's do what Greenport's doing." And
10 then I like -- I like that the Village is kind of
11 out in front in stuff like that.

12 I don't envy your job, but when you vote
13 tonight, I just hope you remember that, you know,
14 the best decision isn't always the most popular
15 decision. You guys have -- I trust you to do
16 what's best for the Village, and I thank you for
17 your time.

18 MAYOR HUBBARD: Thank you.

19 (Applause)

20 MAYOR HUBBARD: Anybody else wish to
21 address the Board?

22 EMILY DEMARCHELIER: I'll go. This thing
23 terrifies me.

24 (Laughter)

25 EMILY DEMARCHELIER: Emily Demarchelier,

1 10 Wade Road, Shelter Island. I have a business
2 at 471 Main Street.

3 I am here to express my approval for the
4 parklets, I think they're cool. They make the
5 Village attractive to everyone, to locals, to
6 visitors. They make the Village safer.

7 I see people driving on Main Street, going
8 40 miles an hour on a daily basis. And I
9 personally had my parklet destroyed last summer
10 by a drunk driver. It was not the parklet's
11 fault, it was the drunk driver, at 1 o'clock in
12 the morning, hitting it at some ungodly speed.

13 And, you know, the intersection at Front
14 and Main is confusing as it is in the wintertime.
15 In the summertime, I avoid it at all costs,
16 because it's just unsafe. The one-way traffic
17 there I think was a great benefit to the town the
18 past two years. And the parklets should stay,
19 that's all. Thank you.

20 (Applause)

21 MAYOR HUBBARD: Anybody else wish to
22 address the Board?

23 (No Response)

24 MAYOR HUBBARD: Okay. We'll move on to our
25 regular agenda. All right.

1 *RESOLUTION #03-2022-1, RESOLUTION adopting*
2 *the March, 2022 agenda as printed, with the*
3 *addition of Resolution No. 33, which was*
4 *forgotten. It's making a payment for the work*
5 *done at the central pump station. So that will*
6 *be No. 33. So moved.*

7 TRUSTEE MARTILOTTA: Second.

8 MAYOR HUBBARD: All in favor?

9 TRUSTEE CLARKE: Aye.

10 TRUSTEE MARTILOTTA: Aye.

11 TRUSTEE PHILLIPS: Aye.

12 TRUSTEE ROBINS: Aye.

13 MAYOR HUBBARD: Aye.

14 Opposed?

15 (No Response)

16 MAYOR HUBBARD: Motion carried.

17 Trustee Clarke.

18 TRUSTEE CLARKE: *RESOLUTION #03-2022-2,*

19 *Accepting the monthly reports of the Greenport*

20 *Fire Department, Village Administrator, Village*

21 *Treasurer, Village Clerk, Village Attorney, Mayor*

22 *and Board of Trustees. So moved.*

23 TRUSTEE MARTILOTTA: Second.

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE CLARKE: Aye.

1 TRUSTEE MARTILOTTA: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 TRUSTEE MARTILOTTA: *RESOLUTION #03-2022-3,*
9 *RESOLUTION authorizing the attendance of Trustee*
10 *Robins and Village Administrator Pallas at the*
11 *2022 Annual NYAPP Conference from April 19th,*
12 *2022 through April 21st, 2022 in Saratoga*
13 *Springs, New York at a conference fee of \$375.00*
14 *per attendee and a room rate of \$139.00 per*
15 *attendee per night, with meal, mileage and travel*
16 *expenses to be reimbursed in accordance with the*
17 *Village Travel Reimbursement Policy, to be*
18 *expensed from Account E.0782.000 (Management*
19 *Services). So moved.*

20 TRUSTEE PHILLIPS: Second.

21 MAYOR HUBBARD: All in favor?

22 TRUSTEE CLARKE: Aye.

23 TRUSTEE MARTILOTTA: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 TRUSTEE ROBINS: Aye.

1 MAYOR HUBBARD: Aye.

2 Opposed?

3 (No Response)

4 MAYOR HUBBARD: Motion carried.

5 TRUSTEE PHILLIPS: *RESOLUTION #03-2022-4,*
6 *RESOLUTION approving the attached Sewer*
7 *Connection and Easement Access Agreement between*
8 *the Village of Greenport and the individual*
9 *property owners within the Village of Greenport*
10 *Sandy Beach area, that enter in this -- enter*
11 *this agreement, to provide sewer service to the*
12 *residential owners, conditioned on a sufficient*
13 *number of owners entering the agreement and*
14 *accepting the service, and authorizing Mayor*
15 *Hubbard to sign the agreements. The attached*
16 *Agreement supersedes the Sewer Connection and*
17 *Easement Access Agreement approved at the*
18 *February 24th, 2022 regular meeting of the Board*
19 *of Trustees. So moved.*

20 TRUSTEE ROBINS: Second.

21 MAYOR HUBBARD: All in favor?

22 TRUSTEE CLARKE: Aye.

23 TRUSTEE MARTILOTTA: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 TRUSTEE ROBINS: Aye.

1 MAYOR HUBBARD: Aye.

2 Opposed?

3 (No Response)

4 MAYOR HUBBARD: Motion carried.

5 TRUSTEE ROBINS: *RESOLUTION #03-2022-5,*
6 *RESOLUTION approving the attached Change Order in*
7 *the amount of \$33,000.00 from L.K. McLean*
8 *Associates, P.C. for the additional work*
9 *necessary to complete the preliminary and final*
10 *stages related to the re-design of the North*
11 *Ferry Terminal access area, for the project*
12 *currently underway in the Village of Greenport*
13 *via a State and Local Agreement with the New York*
14 *State Department of Transportation. So moved.*

15 MAYOR HUBBARD: Is there a second?

16 TRUSTEE CLARKE: Um.

17 TRUSTEE PHILLIPS: Mayor, I'll second it,
18 so if he wants a discussion.

19 MAYOR HUBBARD: Okay. We have a second.
20 Is there a discussion?

21 TRUSTEE PHILLIPS: Peter, if you didn't
22 second --

23 TRUSTEE CLARKE: I'm just wondering
24 whether -- should we make any allowance for the
25 potential that that \$4500 doesn't need to be

1 spent, or was that clarified to the extent that
2 any doubt in our mind is gone?

3 MAYOR HUBBARD: I think if it ends up being
4 a permit that we don't need and it's not
5 required, then we won't pay for that, because we
6 won't go forward with that.

7 ATTORNEY PROKOP: My recommendation is that
8 the change order be approved. We're not going to
9 confirm the question before the money is
10 disbursed.

11 TRUSTEE CLARKE: Very good. Then second.

12 ATTORNEY PROKOP: If that's agreeable to
13 the Board.

14 TRUSTEE CLARKE: Yes, it is. Thank you.

15 MAYOR HUBBARD: Any other discussion?

16 All in favor?

17 TRUSTEE CLARKE: Aye.

18 TRUSTEE MARTILOTTA: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE ROBINS: Aye.

21 MAYOR HUBBARD: Aye.

22 Opposed?

23 (No Response)

24 MAYOR HUBBARD: Motion carried.

25 TRUSTEE CLARKE: RESOLUTION #03-2022-6,

1 *Approving the attached Request for Work*
2 *Authorizations submitted by Duncan, Weinberg,*
3 *Genzer & Pembroke, P.C. for the payment of a*
4 *portion of the expenses incurred regarding the*
5 *New York Association of Public Power 2022 - 2023*
6 *Scope of Work, and authorizing Mayor Hubbard to*
7 *sign the Request for Work Authorizations*
8 *submitted by Duncan, Weinberg, Genzer & Pembroke,*
9 *P.C. So moved.*

10 TRUSTEE MARTILOTTA: Second.

11 MAYOR HUBBARD: All in favor?

12 TRUSTEE CLARKE: Aye.

13 TRUSTEE MARTILOTTA: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 TRUSTEE ROBINS: Aye.

16 MAYOR HUBBARD: Aye.

17 Opposed?

18 (No Response)

19 MAYOR HUBBARD: Motion carried.

20 TRUSTEE MARTILOTTA: *RESOLUTION #03-2022-7,*
21 *RESOLUTION approving the attached Retainer*
22 *Agreement between the Roffe Group P.C. and the*
23 *New York Association of Public Power for the*
24 *payment of a portion of the expenses incurred by*
25 *the Roffe Group P.C. for representation and*

1 *advisement before the New York State government*
2 *on certain legislative and regulatory concerns.*

3 So moved.

4 TRUSTEE PHILLIPS: Second.

5 MAYOR HUBBARD: All in favor?

6 TRUSTEE CLARKE: Aye.

7 TRUSTEE MARTILOTTA: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE ROBINS: Aye.

10 MAYOR HUBBARD: Aye.

11 Opposed?

12 (No Response)

13 MAYOR HUBBARD: Motion carried.

14 TRUSTEE PHILLIPS: *RESOLUTION #03-2022-8,*
15 *RESOLUTION approving the attached Proposal from*
16 *Susan Stohr of SJS Associates for the payment of*
17 *a portion of the expenses incurred for the*
18 *provision of governmental affairs representation*
19 *for the municipal members of the New York*
20 *Association of Public Power. So moved.*

21 TRUSTEE ROBINS: Second.

22 MAYOR HUBBARD: All in favor?

23 TRUSTEE CLARKE: Aye.

24 TRUSTEE MARTILOTTA: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 TRUSTEE ROBINS: Aye.

2 MAYOR HUBBARD: Aye.

3 Opposed?

4 (No Response)

5 MAYOR HUBBARD: Motion carried.

6 TRUSTEE ROBINS: *RESOLUTION #03-2022-9,*
7 *RESOLUTION accepting the attached proposal*
8 *submitted by Susan Stohr for the development and*
9 *implementation of legislative and communications*
10 *strategies to support the Village of Greenport in*
11 *efforts to: Continue the provision of grant*
12 *administration services related to the microgrid*
13 *storm hardening, grant-funded project currently*
14 *in progress, the Village of Greenport North Ferry*
15 *Terminal reconstruction project, and to secure*
16 *State and Federal appropriations funding, grants*
17 *and external funding, with a maximum cost of*
18 *\$20,250; with the Agreement term date to end on*
19 *December 31st, 2022. So moved.*

20 TRUSTEE CLARKE: Second.

21 MAYOR HUBBARD: All in favor?

22 TRUSTEE CLARKE: Aye.

23 TRUSTEE MARTILOTTA: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 TRUSTEE ROBINS: Aye.

1 MAYOR HUBBARD: Aye.

2 Opposed?

3 (No Response)

4 MAYOR HUBBARD: Motion carried.

5 TRUSTEE CLARKE: *RESOLUTION #03-2022-10,*
6 *Authorizing the solicitation of a Request for*
7 *Quotations for the replacement of the roof at the*
8 *Station Two Firehouse, and for the replacement of*
9 *specific roofs at various Wastewater Treatment*
10 *Plant facilities including specified pump*
11 *stations and specific structures located at the*
12 *Wastewater Treatment Plant site, and directing*
13 *Clerk Pirillo to notice the Request for*
14 *Quotations accordingly. So moved.*

15 TRUSTEE MARTILOTTA: Second.

16 MAYOR HUBBARD: All in favor?

17 TRUSTEE CLARKE: Aye.

18 TRUSTEE MARTILOTTA: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE ROBINS: Aye.

21 MAYOR HUBBARD: Aye.

22 Opposed?

23 (No Response)

24 MAYOR HUBBARD: Motion carried.

25 TRUSTEE MARTILOTTA: *RESOLUTION #03-2022-11,*

1 *RESOLUTION authorizing the solicitation of a*
2 *Request for Bids for the purchase by the Village*
3 *of Greenport Electric Department of the following*
4 *vehicles:*

5 *One (1) 2021 or newer 10-yard dump truck*
6 *and*

7 *Two (2) bucket trucks, one 55' with*
8 *material handler, and one 50' without material*
9 *handler, with the purchases to be made using*
10 *municipal contracts or through a formal bidding*
11 *process as per the Procurement Policy in the*
12 *Village of Greenport Code, and directing Clerk*
13 *Pirillo to notice the bid(s) accordingly.*

14 *So moved.*

15 *TRUSTEE PHILLIPS: Second.*

16 *MAYOR HUBBARD: All in favor?*

17 *TRUSTEE CLARKE: Aye.*

18 *TRUSTEE MARTILOTTA: Aye.*

19 *TRUSTEE PHILLIPS: Aye.*

20 *TRUSTEE ROBINS: Aye.*

21 *MAYOR HUBBARD: Aye.*

22 *Opposed?*

23 *(No Response)*

24 *MAYOR HUBBARD: Motion carried.*

25 *TRUSTEE PHILLIPS: RESOLUTION #03-2022-12,*

1 *RESOLUTION awarding the contract for the*
2 *performance of specified site improvements at the*
3 *Village of Greenport Wastewater Treatment Plant*
4 *to Construction Consultants L.I., Inc. per the*
5 *bid opening on January 27th, 2022 as recommended*
6 *by J.R. Holzmacher, P.E., LLC in the total amount*
7 *of \$549,837.50; and authorizing Mayor Hubbard to*
8 *sign the contract between the Village of*
9 *Greenport and Construction Consultants L.I., Inc.*
10 *and determining pursuant to the annexed separate*
11 *SEQRA resolution that the Board of Trustees is*
12 *adopting Lead Agency status for the purposes of*
13 *SEQRA, and determining that this project and the*
14 *approval of this contract is an Unlisted Action*
15 *that will not have a significant negative impact*
16 *on the environment and that therefore a Negative*
17 *Declaration is adopted. So moved.*

18 TRUSTEE ROBINS: Second.

19 MAYOR HUBBARD: All in favor?

20 TRUSTEE CLARKE: Aye.

21 TRUSTEE MARTILOTTA: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE ROBINS: Aye.

24 MAYOR HUBBARD: Aye.

25 Opposed?

1 (No Response)

2 MAYOR HUBBARD: Motion carried.

3 TRUSTEE ROBINS: *RESOLUTION #03-2022-13,*
4 *RESOLUTION authorizing the issuance of a Request*
5 *for Proposals for the performance of electric,*
6 *sewer and water utility rate studies for the*
7 *Village of Greenport, and directing Clerk Pirillo*
8 *to notice the Request for Proposals accordingly.*
9 So moved.

10 TRUSTEE CLARKE: Second.

11 MAYOR HUBBARD: All in favor?

12 TRUSTEE CLARKE: Aye.

13 TRUSTEE MARTILOTTA: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 TRUSTEE ROBINS: Aye.

16 MAYOR HUBBARD: Aye.

17 Opposed?

18 (No Response)

19 MAYOR HUBBARD: Motion carried.

20 TRUSTEE CLARKE: *RESOLUTION #03-2022-14,*
21 *Approving the attached agreement between The*
22 *Village of Greenport and Nina J. Greenfield*
23 *Stewart for the provision of legal services for*
24 *the Village of Greenport Housing Authority, and*
25 *authorizing Mayor Hubbard to sign the agreement*

1 *between the Village of Greenport and Nina J.*
2 *Greenfield Stewart. So moved.*

3 TRUSTEE MARTILOTTA: Second.

4 MAYOR HUBBARD: All in favor?

5 TRUSTEE CLARKE: Aye.

6 TRUSTEE MARTILOTTA: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE ROBINS: Aye.

9 MAYOR HUBBARD: Aye.

10 Opposed?

11 (No Response)

12 MAYOR HUBBARD: Motion carried.

13 TRUSTEE MARTILOTTA: *RESOLUTION #03-2022-15,*
14 *RESOLUTION authorizing Treasurer Brandt to*
15 *perform the attached Budget Amendment #4927 to*
16 *the appropriate reserve -- I say again -- to*
17 *appropriate reserves to the fund -- to fund*
18 *Wastewater Treatment Plant employee training at*
19 *Brae Loche, and directing that Budget Amendment*
20 *#4927 be included as part of the formal meeting*
21 *minutes of the March 24th, 2022 Regular Meeting*
22 *of the Board of Trustees. So moved.*

23 TRUSTEE PHILLIPS: Second.

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE CLARKE: Aye.

1 TRUSTEE MARTILOTTA: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 TRUSTEE PHILLIPS: *RESOLUTION #03-2022-16,*
9 *RESOLUTION authorizing Treasurer Brandt to*
10 *perform attached Budget Amendment #4928 to*
11 *appropriate reserves to fund the mooring field*
12 *tackle inspections and replacements, and*
13 *directing that Budget Amendment #4928 be included*
14 *as part of the formal meeting minutes of the*
15 *March 24th, 2022 Regular Meeting of the Board of*
16 *Trustees. So moved.*

17 TRUSTEE ROBINS: Second.

18 MAYOR HUBBARD: All in favor?

19 TRUSTEE CLARKE: Aye.

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 TRUSTEE ROBINS: Aye.

23 MAYOR HUBBARD: Aye.

24 Opposed?

25 (No Response)

1 MAYOR HUBBARD: Motion carried.

2 TRUSTEE ROBINS: *RESOLUTION #03-2022-17,*
3 *RESOLUTION authorizing Treasurer Brandt to*
4 *perform attached Budget Amendment #4929 to*
5 *appropriate reserves to fund the repairs and*
6 *piling fendering at the Village of Greenport*
7 *Mitchell Park Marina East Pier, and directing*
8 *that Budget Amendment #4929 be included as part*
9 *of the formal meeting minutes of the March 24th,*
10 *2022 Regular Meeting of the Board of Trustees.*
11 So moved.

12 TRUSTEE CLARKE: Second.

13 MAYOR HUBBARD: All in favor?

14 TRUSTEE CLARKE: Aye.

15 TRUSTEE MARTILOTTA: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE ROBINS: Aye.

18 MAYOR HUBBARD: Aye.

19 Opposed?

20 (No Response)

21 MAYOR HUBBARD: Motion carried.

22 TRUSTEE CLARKE: *RESOLUTION #03-2022-18,*
23 *Approving the attached Order Form and Software*
24 *Services Agreement between the Village of*
25 *Greenport and The Wanderlust Group, Incorporated*

1 *for the continuation of the provision of on-line*
2 *reservation services through the DOCKWA system*
3 *for the Mitchell Park Marina, and for the upgrade*
4 *of the system to a premier service, and*
5 *authorizing Mayor Hubbard to sign the Software*
6 *Services Agreement. So moved.*

7 TRUSTEE MARTILOTTA: Second.

8 MAYOR HUBBARD: All in favor?

9 TRUSTEE CLARKE: Aye.

10 TRUSTEE MARTILOTTA: Aye.

11 TRUSTEE PHILLIPS: Aye.

12 TRUSTEE ROBINS: Aye.

13 MAYOR HUBBARD: Aye.

14 Opposed?

15 (No Response)

16 MAYOR HUBBARD: Motion carried.

17 TRUSTEE MARTILOTTA: *RESOLUTION #03-2022-19,*
18 *RESOLUTION approving the Public Assembly Permit*
19 *Application submitted by the Greenport Business*
20 *Improvement District to use a portion of Mitchell*
21 *Park from 9:30 a.m. through 12 noon on April*
22 *16th, 2022 for the Annual Egg Roll and*
23 *corresponding activities. So moved.*

24 TRUSTEE PHILLIPS: Second.

25 MAYOR HUBBARD: All in favor?

1 TRUSTEE CLARKE: Aye.

2 TRUSTEE MARTILOTTA: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE ROBINS: Aye.

5 MAYOR HUBBARD: Aye.

6 Opposed?

7 (No Response)

8 MAYOR HUBBARD: Motion carried.

9 TRUSTEE PHILLIPS: *RESOLUTION #03-2022-20,*
10 *RESOLUTION approving the Public Assembly Permit*
11 *Application submitted by Nicki Gohorel on behalf*
12 *of the Business Improvement District for the use*
13 *of specified Village streets and properties for a*
14 *5K run from 8:30 a.m. until completion on*
15 *April 30th, 2022 as a Business Improvement*
16 *District fundraising event. So moved.*

17 TRUSTEE ROBINS: Second.

18 MAYOR HUBBARD: All in favor?

19 TRUSTEE CLARKE: Aye.

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 TRUSTEE ROBINS: Aye.

23 MAYOR HUBBARD: Aye.

24 Opposed?

25 (No Response)

1 MAYOR HUBBARD: Motion carried.

2 TRUSTEE ROBINS: Oh, I'm sorry.

3 *RESOLUTION #03-2022-21, RESOLUTION*
4 *approving the Public Assembly Permit Application*
5 *submitted by Denise Gillies on behalf of The*
6 *Friends of Mitchell Park, to use a portion of*
7 *Mitchell Park from 9:00 a.m. through 10:00 a.m.*
8 *every Saturday from May 7th, 2022 through*
9 *October 30th, 2022 for Tai Chi instruction, which*
10 *will be offered at no cost to the public.*
11 So moved.

12 TRUSTEE CLARKE: Second.

13 MAYOR HUBBARD: All in favor?

14 TRUSTEE CLARKE: Aye.

15 TRUSTEE MARTILOTTA: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE ROBINS: Aye.

18 MAYOR HUBBARD: Aye.

19 Opposed?

20 (No Response)

21 MAYOR HUBBARD: Motion carried.

22 TRUSTEE CLARKE: *RESOLUTION #03-2022-22,*
23 *Approving the Public Assembly Permit Application*
24 *submitted by Northeast Stage for the use of a*
25 *portion of Mitchell Park from 4 p.m. through*

1 *11 p.m. from August 5th, 2022 through August 7th,*
2 *2022 for the annual Shakespeare in the Park*
3 *performances. So moved.*

4 TRUSTEE MARTILOTTA: Second.

5 MAYOR HUBBARD: All in favor?

6 TRUSTEE CLARKE: Aye.

7 TRUSTEE MARTILOTTA: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE ROBINS: Aye.

10 MAYOR HUBBARD: Aye.

11 Opposed?

12 (No Response)

13 MAYOR HUBBARD: Motion carried.

14 TRUSTEE MARTILOTTA: *RESOLUTION #03-2022-23,*
15 *RESOLUTION approving the Public Assembly Permit*
16 *Application submitted by the East End Seaport*
17 *Museum for the use of various Village streets and*
18 *facilities, including Mitchell Park, from 7 a.m.*
19 *through 5 p.m. from September 24th, 2022 through*
20 *September 25th, 2022; for the annual Maritime*
21 *Festival. So moved.*

22 TRUSTEE PHILLIPS: Second.

23 MAYOR HUBBARD: All in favor?

24 TRUSTEE CLARKE: Aye.

25 TRUSTEE MARTILOTTA: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 TRUSTEE ROBINS: Aye.

3 MAYOR HUBBARD: Aye.

4 Opposed?

5 (No Response)

6 MAYOR HUBBARD: Motion carried.

7 TRUSTEE PHILLIPS: *RESOLUTION #03-2022-24,*
8 *RESOLUTION authorizing the suspension of the open*
9 *container law of the Village of Greenport, per*
10 *Sections 35-3B and 35-3C of the Greenport Village*
11 *Code, within the Festival parameters of the*
12 *East End Seaport Marine (Museum) Maritime*
13 *Festival, from 9 a.m. through 5 p.m. on*
14 *September 24th, 2022 and from noon to 5 p.m. on*
15 *September 25th, 2022 for the annual Maritime*
16 *Festival. So moved.*

17 TRUSTEE ROBINS: Second.

18 MAYOR HUBBARD: All in favor?

19 TRUSTEE CLARKE: Aye.

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 TRUSTEE ROBINS: Aye.

23 MAYOR HUBBARD: Aye.

24 Opposed?

25 (No Response)

1 MAYOR HUBBARD: Motion carried.

2 TRUSTEE ROBINS: *RESOLUTION #03-2022-25,*
3 *RESOLUTION approving the attached SEQRA*
4 *resolution regarding the Wetlands Permit*
5 *Application submitted by Paul Betancourt per the*
6 *public hearing held on February 24th, 2022 to*
7 *construct a proposed 4' wide x 32' long fixed*
8 *dock, 30" wide x 14' long aluminum ramp and*
9 *6' wide x 20' long floating dock supported with*
10 *two (2) 10" diameter piles, for the property*
11 *located at 200 Atlantic Avenue, Greenport,*
12 *New York, 11944; adopting lead agency status,*
13 *determining that the approval of the Wetlands*
14 *Permit Application is an Unlisted Action for*
15 *purposes of SEQRA that will not have a*
16 *significant negative impact on one or more*
17 *aspects of the environment, and adopting a*
18 *conditional negative declaration for purposes of*
19 *SEQRA. So moved.*

20 TRUSTEE CLARKE: Second.

21 TRUSTEE PHILLIPS: Mr. Mayor, I just would
22 like to have it put on the record that I will not
23 be voting on this resolution, as the gentleman
24 happens to be my neighbor and I consider it a
25 conflict.

1 MAYOR HUBBARD: Okay, very good.

2 All in favor?

3 TRUSTEE CLARKE: Aye.

4 TRUSTEE MARTILOTTA: Aye.

5 TRUSTEE ROBINS: Aye.

6 MAYOR HUBBARD: Aye.

7 Opposed?

8 (No Response)

9 MAYOR HUBBARD: Four, with one abstention.

10 TRUSTEE CLARKE: *RESOLUTION #03-2022-26,*
11 *Approving the Wetlands Permit Application*
12 *submitted by Paul Betancourt per the public*
13 *hearing held on February 24th, 2022 to construct*
14 *a proposed 4' wide x 32' long fixed dock,*
15 *30" wide x 14' long aluminum ramp and 6' wide x*
16 *20' long floating dock supported with two (2) 10"*
17 *diameter piles, for the property located at*
18 *200 Atlantic Avenue, Greenport, New York, 11944.*
19 *The following Conservation Advisory Council*
20 *conditions apply to this approval:*

21 *Recognize the dock portion of the property*
22 *as a marina instead of a private home dock, since*
23 *Village Code allows only four (4) slips for a*
24 *home dock.*

25 *The property is located in the Waterfront*

1 *Commercial District and must provide adequate*
2 *off-street parking - recommended requirement of*
3 *three (3) parking spots for the two-family house*
4 *on the property (per Village Code) and one for*
5 *each boat slip, for a total of nine (9).*

6 *Require a sanitary pump-out station.*

7 *Flow-through decking for the new fixed dock*
8 *portion should be designed and installed as*
9 *flow-through to provide sunlight to marine bottom*
10 *vegetation and surge control for extreme high*
11 *tides.*

12 *Verify that there is a minimum of thirty*
13 *inches (30") of water under the new floating dock*
14 *at (MLW) Mean Low Water, as required by the*
15 *NYSDEC permit, and*

16 *Provide plans (if any) for lighting, water*
17 *and shore power to the new dock section.*

18 *As per the Code of the Village of*
19 *Greenport, the term of this permit shall be two*
20 *years. So moved.*

21 TRUSTEE MARTILOTTA: Second.

22 MAYOR HUBBARD: All in favor?

23 TRUSTEE PHILLIPS: So, Mr. Mayor, once
24 *again, I would like to put on the record that I*
25 *will be not voting on this resolution, as the*

1 applicant happens to be my neighbor and I
2 consider it a conflict to vote.

3 MAYOR HUBBARD: All in favor?

4 TRUSTEE CLARKE: Aye.

5 TRUSTEE MARTILOTTA: Aye.

6 TRUSTEE ROBINS: Aye.

7 MAYOR HUBBARD: Aye.

8 Opposed?

9 (No Response)

10 MAYOR HUBBARD: Motion carries, four in
11 favor, one abstention.

12 TRUSTEE MARTILOTTA: Good?

13 MAYOR HUBBARD: Yeah.

14 TRUSTEE MARTILOTTA: All right.

15 *RESOLUTION #03-2022-27, RESOLUTION accepting*
16 *the attached proposal submitted by Lisa Otis for*
17 *the management of the Village of Greenport McCann*
18 *Campground per the Request For Proposals opening*
19 *on January 27th, 2022 and authorizing Mayor*
20 *Hubbard to sign the contract between the Village*
21 *of Greenport and Lisa Otis for the management of*
22 *the Village of Greenport McCann Campground. So*
23 *moved.*

24 TRUSTEE PHILLIPS: Second.

25 MAYOR HUBBARD: All in favor?

1 TRUSTEE CLARKE: Aye.

2 TRUSTEE MARTILOTTA: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE ROBINS: Aye.

5 MAYOR HUBBARD: Aye.

6 Opposed?

7 (No Response)

8 MAYOR HUBBARD: Motion carried.

9 TRUSTEE PHILLIPS: *RESOLUTION #03-2022-28,*
10 *RESOLUTION ratifying the hiring of Dyamond Walker*
11 *as a seasonal part-time employee at the Village*
12 *of Greenport Carousel, at a pay rate of \$15.00*
13 *per hour, effective February 26, 2022. So moved.*

14 TRUSTEE ROBINS: Second.

15 MAYOR HUBBARD: All in favor?

16 TRUSTEE CLARKE: Aye.

17 TRUSTEE MARTILOTTA: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 TRUSTEE ROBINS: Aye.

20 MAYOR HUBBARD: Aye.

21 Opposed?

22 (No Response)

23 MAYOR HUBBARD: Motion carried.

24 TRUSTEE ROBINS: *RESOLUTION #03-2022-29,*
25 *RESOLUTION authorizing the attendance of any*

1 *interested Board Member or Management Staff*
2 *Member at the SCVOA Legislative Dinner and Awards*
3 *Night from 6:00 p.m. through 9:00 p.m. on*
4 *April 13th, 2022 at the Hotel Indigo in*
5 *Riverhead, New York with meal, mileage and travel*
6 *expenses to be reimbursed in accordance with the*
7 *Village Travel Reimbursement Policy, and expensed*
8 *from the corresponding account(s). So moved.*

9 TRUSTEE CLARKE: Second.

10 MAYOR HUBBARD: All in favor?

11 TRUSTEE CLARKE: Aye.

12 TRUSTEE MARTILOTTA: Aye.

13 TRUSTEE PHILLIPS: Aye.

14 TRUSTEE ROBINS: Aye.

15 MAYOR HUBBARD: Aye.

16 Opposed?

17 (No Response)

18 MAYOR HUBBARD: Motion carried.

19 TRUSTEE CLARKE: *RESOLUTION #03-2022-30,*
20 *Accepting the attached 2021 year-end Length of*
21 *Service Award Program points for the Village of*
22 *Greenport Fire Department. So moved.*

23 TRUSTEE MARTILOTTA: Second.

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE CLARKE: Aye.

1 TRUSTEE MARTILOTTA: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 TRUSTEE MARTILOTTA: *RESOLUTION #03-2022-31,*
9 *RESOLUTION approving the construction and*
10 *maintenance of the "parklets" by the Village of*
11 *Greenport Business Improvement District for the*
12 *2022 season, from May 30th, 2022 through*
13 *October 10th, 2022, subject to approval by the*
14 *New York State Department of Transportation. So*
15 *moved.*

16 TRUSTEE PHILLIPS: Second.

17 MAYOR HUBBARD: Any discussion?

18 (No Response)

19 MAYOR HUBBARD: All right. I'll ask the
20 Village Clerk to call the roll.

21 (Roll Call By Clerk Pirillo)

22 TRUSTEE ROBINS: No

23 TRUSTEE PHILLIPS: No.

24 TRUSTEE MARTILOTTA: No.

25 TRUSTEE CLARKE: No.

1 MAYOR HUBBARD: No.

2 CLERK PIRILLO: Thank you.

3 MAYOR HUBBARD: Motion is defeated, zero to
4 five.

5 TRUSTEE PHILLIPS: *RESOLUTION #03-2022-32,*
6 *RESOLUTION approving all checks per the Voucher*
7 *Summary Report dated March 18th, 2022, in the*
8 *amount of one million two hundred and five --*
9 *excuse me, read again. \$1,215,735.84 consisting*
10 *of:*

11 *o All regular checks in the amount of*
12 *\$1,171,290.70, and*

13 *o All prepaid checks (including wire*
14 *transfers) in the amount of \$44,450 -- excuse*
15 *me -- \$44,445.14. So moved.*

16 TRUSTEE ROBINS: Second.

17 MAYOR HUBBARD: All in favor?

18 TRUSTEE CLARKE: Aye.

19 TRUSTEE MARTILOTTA: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE ROBINS: Aye.

22 MAYOR HUBBARD: Aye.

23 Opposed?

24 (No Response)

25 MAYOR HUBBARD: Motion carried.

1 All right. That concludes our regular
2 agenda. I see that a lot of the BID people have
3 walked out before we had a -- oh, excuse me, it's
4 not.

5 TRUSTEE PHILLIPS: We have one more.

6 MAYOR HUBBARD: Oh. I said we were doing
7 do a third one, and I guess I'll do this.

8 *RESOLUTION No. 33, RESOLUTION approving a*
9 *payment of \$193,078 to Merrick Utility*
10 *Associates, Inc. as Payment No. 4 for work*
11 *completed as part of the new sanitary sewer*
12 *central pump station replacement per attached*
13 *Invoice No. 2581. So moved.*

14 TRUSTEE MARTILOTTA: Second.

15 MAYOR HUBBARD: All in favor?

16 TRUSTEE CLARKE: Aye.

17 TRUSTEE MARTILOTTA: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 TRUSTEE ROBINS: Aye.

20 MAYOR HUBBARD: Aye.

21 Opposed?

22 (No Response)

23 MAYOR HUBBARD: Motion carried.

24 What I was going to say is I just want
25 everybody in the BID to understand, this is not a

1 vote against business. The Village is pro
2 business, always has been. Any other ideas,
3 concepts that can come up that we could work with
4 the BID to try to assist them to make everything
5 vibrant, keep everybody going. Really, it was
6 just a matter of detours, traffic, and I heard a
7 lot more people say they'd rather get back to
8 normal than they would have the parklets up
9 there. So that's really all this was about.

10 In no way is the Village Board voting
11 against our businesses. I don't want that
12 impression going out there, because we enjoy
13 every one of them. I eat at a lot of them. I
14 walk downtown quite often during the summer.

15 So I just don't want it to come off us
16 against them and all that stuff. We want to work
17 with everybody here. We want Greenport to be a
18 great place. And it was just the parklets, they
19 kind of run their course, and that's how the
20 Board felt on it.

21 So I just -- I want to thank the BID for
22 everything they've done, and let's continue to
23 work together for the positive of Greenport all
24 over.

25 All right. I'll offer a motion to adjourn

1 at 8:58.

2 TRUSTEE PHILLIPS: Second.

3 MAYOR HUBBARD: All in favor?

4 TRUSTEE CLARKE: Aye.

5 TRUSTEE MARTILOTTA: Aye.

6 TRUSTEE PHILLIPS: Aye.

7 TRUSTEE ROBINS: Aye.

8 MAYOR HUBBARD: Aye.

9 Opposed?

10 (No Response)

11 MAYOR HUBBARD: Motion carried.

12 Thank you all for coming.

13 (The Meeting was Adjourned at 8:58 p.m.)

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February 10, 2022

LOCAL LAW NO. OF THE YEAR 2022
A LOCAL LAW CREATING SECTION 150-30.2
REGARDING CURB CUTS AND AMENDING
SECTION 115-13J
OF THE GREENPORT VILLAGE CODE

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE INCORPORATED VILLAGE
OF GREENPORT AS FOLLOWS:

Section 1.0 Title, Enactment, Effective Date,
Purpose and Intent.

1.1 Title of Local Law

1.2 Enactment.

1.3 Effective Date.

1.4 Purpose and Intent of Local Law.

2.0 General Provisions.

2.1 Creating Section 150-30.2.

2.1 Amendment of Section 115-13J.

3.0 Severability.

1.1 Title.

This Local Law shall be entitled "Local Law of 2022 Creating Section 150-30.2
Curb Cuts and Amending Section 115-13J of the Greenport Village Code".

1.2. Enactment.

Pursuant to Section 10 of the Home Rule Law and the Village Law of the State
of New York, the Incorporated Village of Greenport, County of Suffolk and State of
New York, hereby enacts by this Local Law of 2022, a Local Law of the Village of

February 10, 2022

Greenport.

1.3. **Effective Date.**

This Local Law shall take effect on the filing of the approved Local Law with the Secretary of State of the State of New York, which shall be within twenty (20) days after its approval by the Board of Trustees of the Incorporated Village of Greenport.

1.4 **Purpose and Intent of Local Law.**

The purpose and intent of this Local Law is to create and orderly process for the creation or modification of curb cuts in the Village of Greenport.

2.0 **General Provisions.**

2.1 **Creation of Section 150-30.2**

Section 150-30.2 of the Greenport Village Code is hereby created to read as follows:

“150-30.2 Curb Cuts, Aprons Rules & Regulations

150-30.2(A); Permit Required for Curb Cuts

A person shall not, either at their own expense or on behalf of another person, make, construct or reconstruct, locate or relocate, relay or repair a driveway or curb cut abutting a Village street without first obtaining a Curb Cut Permit to be issued by the Village of Greenport Code Enforcement Official, or other village employee so designated by the Village Administrator, after approval of the permit application by the Greenport Village Planning Board.

150-30.2(B) Construction Specifications

All curb cuts and driveways shall be constructed as detailed in the plan and specifications included with the application that is approved by the Village.

150-30.2(C) Materials for Curb Cuts & Aprons

All aprons and curbs cuts must be constructed in concrete.

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150-30.2(D) Application for Curb Cut Permit

Each application for a permit shall be signed and acknowledged by the applicant and shall set forth a fully dimensioned site plan showing the existing and proposed driveways, curbs, and sidewalks of the subject property and for the properties located on each side of the subject property. The applicant may only be the owner of the property or a person employed or contracted by the owner with written authorization signed by the owner with the owner's signature notarized.

Section 150-30.2(E) Planning Board Review

The Planning Board shall review each application and shall approve the issuance of such permit upon compliance by the applicant with the provisions of the Village Code provided and if the Village Planning Board shall determine that:

1. The proposed driveway entrance or curb cut will not interfere with the orderly and reasonable use of the adjacent properties or the properties across the street from the subject properties.
2. The proposed driveway entrance or curb cut will not create undue interference with vehicular traffic in the adjoining roadway.
3. The proposed curb cut and driveway entrance or curb cut will not adversely affect the health, safety, welfare, comfort, or convenience of the inhabitants of the town.
4. Any other condition considered relevant by the Planning Board.
5. The issuance of a permit as provided herein does not constitute a waiver of any requirements respecting the subject property which may exist pursuant to statute, local law, or ordinance.

February 10, 2022

150-30.2(F) Fees

A. For a residential or noncommercial curb cut permit, the application fee shall be \$55 for each single-car-width driveway (10 foot maximum) or \$75 for each double-car width driveway (greater than 10 foot width, with an 18 foot maximum). For a commercial permit, the application fee for each commercial-use driveway shall be \$300. See Section 150-30.2(H) for commercial specifications.

Section 150-30.2(F) Driveway / Curb Cut Specifications Residential

Each curb cut and driveway for noncommercial use constructed under a permit issued pursuant to this chapter shall be constructed in accordance with the following specifications:

1. Curb cuts for dwellings shall be no greater than 10 feet for one-car access at the curb line.
2. Curb cuts for dwellings shall be no greater than 18 feet for two-car access at the curb line.
3. For a corner property, the minimum distance permitted between any curb cut and the property line forming the adjoining street extended to the curb line shall be 25 feet.
4. A minimum distance of three feet from the side property lines shall be maintained at the curb line for all curb cuts.
5. Curb cuts for connected or U-shaped driveways shall comply with the following requirements:
 - a. Curb cuts for purposes of connected or U-shaped driveways shall require not less than 50 linear feet minimum frontage on a street or highway.
 - b. Each connected or U-shaped driveway permitted under this subsection

February 10, 2022

shall consist of either two ten-foot curb cuts, or one ten-foot curb cut and one eighteen-foot curb cut.

- c. A minimum of 18 feet shall be required between curb cuts.

Section 150-30.2(G) Adjusting Existing Curb Cuts

An existing curb cut may be supplemented by not more than one additional single-width ten-foot curb cut, provided that the proposed additional curb cut be located not less than 18 feet from the existing curb cut at the curb line, and the application otherwise meets all other requirements. An existing 10-foot curb cut for an attached garage may be widened to an 18-foot curb cut when the application otherwise meets all other requirements herein.

Section 150-30.2(H) Commercial Driveway & Curb Cut Specifications

Each curb cut and driveway for commercial use constructed under a permit issued shall be constructed in accordance with the following additional specifications:

1. Normal curb cuts for commercial use shall be not greater than 25 feet at the curb line.
2. For a corner property, the minimum distance permitted between any commercial-use curb cut and the property line forming the adjoining street extended to the curb line shall be 10 feet.
3. A minimum distance of 5 feet from side property lines shall be maintained at the curb line for all commercial-use curb cuts.
4. Commercial-use curb cuts may be supplemented by additional commercial-use curb cuts, provided that all such curb cuts are not less than 25 feet one from the other at the curb line, and the application otherwise meets all other requirements.

February 10, 2022

Section 150-30.2(I) Failure to Complete Permit Requirements

Each permit shall authorize the Village of Greenport to complete the repair, construction, or reconstruction of driveway entrances and curb cuts whenever the Village finds reasonable cause to conclude that the applicant fails, refuses, or neglects to complete such repair, construction, or reconstruction. The Village shall be reimbursed for the cost of such repair, construction, or reconstruction by assessment against, and collection from, the lots or parcels of land where such work was performed or services rendered for so much of the actual and complete costs as incurred upon and from each lot or lots.”

2.2 Amendment of Section 115-13J

Section 115-13J of the Greenport Village Code shall be amended to read as follows:

“115-13J; Curb cuts and driveway openings.

Any curb cut or driveway opening proposed in the Village of Greenport onto a street owned by the Village of Greenport will be considered a road opening and will be granted only upon the approval of the Greenport Village Planning Board and the Code Enforcement Official of the Village of Greenport as provided in section 150-30.2. Any decision of the Planning Board pursuant to this section may be appealed to the Village Board of Trustees within 60 days of the filing of the Planning Board's decision with the Village Clerk.”

3.0 Severability

In the event that any section or portion of this Local Law or Chapter shall be deemed void or not effective, the remaining provisions of this Local Law and Chapter shall remain in full force and effect.

LOCAL LAW NO. OF THE YEAR 2022
A LOCAL LAW DELETING SECTION 150-12(C) AND
AMENDING SECTIONS 150-12A, 150-16(A)(1) AND 150-16(G)
TO AMEND THE PARKING REGULATIONS
OF THE GREENPORT VILLAGE CODE

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE INCORPORATED VILLAGE
OF GREENPORT AS FOLLOWS:

Section 1.0 Title, Enactment, Effective Date,
Purpose and Intent.

1.1 Title of Local Law

1.2 Enactment.

1.3 Effective Date.

1.4 Purpose and Intent of Local Law.

2.0 General Provisions.

2.1 Deleting Section 150-12(C).

2.1 Amendment of Section 150-16(A)(1).

2.2 Amendment of Section 150-16(G).

3.0 Severability.

1.1 Title.

This Local Law shall be entitled "Local Law of 2022 Deleting Section
150-12(C) and Amending Sections 150-16(A)(1) and 150-16(G) to Amend the Parking
Regulations of the Greenport Village Code.

1.2. Enactment.

Pursuant to Section 10 of the Home Rule Law and the Village Law of the State

of New York, the Incorporated Village of Greenport, County of Suffolk and State of New York, hereby enacts by this Local Law of 2022, a Local Law of the Village of Greenport.

1.3. Effective Date.

This Local Law shall take effect on the filing of the approved Local Law with the Secretary of State of New York, which shall be within twenty (20) days after its approval by the Board of Trustees of the Incorporated Village of Greenport.

1.4 Purpose and Intent of Local Law.

The purpose and intent of this Local Law is to address the shortage of parking in the Village of Greenport.

2.0 General Provisions.

2.1 Deletion and Removal of Section 150-12(C)

Section 150-12(C) of the Greenport Village Code is hereby deleted and removed from the Code.

2.2 Amendment of Section 150-16(A)(1)

The first paragraph only of Section 150-16(A)(1) shall be amended to read as follows:

“§ 150-16

Parking and loading regulations.

A. Off-street parking requirements. Off-street parking spaces, open or enclosed, are permitted accessory to any use, subject to the following provisions:

(1) Schedule of parking requirements. Accessory off-street parking spaces, open or enclosed, shall be provided for any use as specified below. Any land which is developed as a unit under single ownership and control shall be considered a single lot for the purpose of these

parking regulations. Reasonable and appropriate off-street parking requirements for structures and uses which do not fall within the categories listed below shall be determined by the Planning Board upon consideration of all factors entering into the parking needs of each such use. Upon a showing to the Planning Board by the owner of a property of a reduced need for parking on a site or property as required by this Section, the Planning Board may grant a reduction of up to ten percent (10%) of the parking required for a particular use based on a showing that the particular circumstances of a property and the use to be made of that property require less parking than that required by this Chapter.

2.3 Deletion and Removal of Section 150-16A(2)

Section 150-16A(2) of the Greenport Village Code shall be deleted and removed and Section number 150-16A(2) shall be reserved for future use.

2.4 Amendment of Section 150-16(G) of the Greenport Village Code.

Section 150-16(G) of the Greenport Village Code shall be amended to read as follows:

“G. (1) The Planning Board may, when it deems it to be in the best interest of the Village, require an owner to deposit a cash payment in lieu of any parking requirements set forth in this section or § 150-12, but not to exceed a waiver of more than 50 % of the required parking spaces or 20 required parking spaces, whichever results in a lesser waiver of required parking spaces. The amount to be paid shall be \$5,000 per parking space required but not provided. Said funds will be deposited by the Village and maintained by the Village in a special fund and used by the Village for the construction, acquisition or maintenance of public parking facilities or for other municipal parking related goods and services.

(2) Any decision of the Planning Board pursuant to this section may be appealed to the Village Board of Trustees within 60 days of the filing of the Planning Board's decision with the

Village Clerk.”

3.0 Severability

In the event that any section or portion of this Local Law or Chapter shall be deemed void or not effective, the remaining provisions of this Local Law and Chapter shall remain in full force and effect.

SEWER CONNECTION AND EASEMENT ACCESS AGREEMENT

This Sewer Connection and Easement Access Agreement ("Agreement") is between _____, [an individual][individuals], with an address of _____ (the "Owner"), and the Village of Greenport, with an address of 236 Third Street, Greenport, New York 11944 ("Village") (collectively the "Parties"), enter into as of this _____, 2022.

WITNESSETH

WHEREAS, Owner is the owner of a parcel of land known as _____, Greenport, Town of Southold, Suffolk County, New York, being more particularly described in the attached Schedule A and by SCTM # 1001- _____ (the "Property"); and

WHEREAS, the Owner is one of approximately twenty-four (24) homeowners located on Sandy Beach Road, Beach Road, and Beach Street ("Sandy Beach Community"), who are interested in having a sewer extended to the Sandy Beach Community for environmental purposes; and

WHEREAS, the Owner has requested the Village to extend the wastewater main of the Village of Greenport Wastewater Treatment Plant to the Sandy Beach Community (the "Main") and to provide Owner access to tie into the Main ("Sewer Access") as further set forth in this Agreement; and

WHEREAS, for the purpose of the Work, as defined herein, the Village has requested the Owner's consent in granting the Village an easement, as further defined herein; and

WHEREAS, without a cost-sharing arrangement, the cost for the Village to provide sewer service to the Owner and the Sandy Beach Community would be prohibitive and would preclude the construction of the Main to the Owner's Property and to other homeowners within the Sandy Beach Community; and

WHEREAS, as set forth in this Agreement, the Owner has agreed to make a contribution to the Village in order for the Work to be performed.

THEREFORE, in exchange for valid consideration, it is agreed by and between the Village and the Owner as follows:

1. Owner represents and warrants to the Village that the Owner has good and proper title to the Property sufficient to enter this Agreement with the Village and that the Owner has the authority to enter this Agreement.
2. Village represents to the Owner that the Village has proper authorization to enter this Agreement as determined by the Board of Trustees of the Village of Greenport at the _____ meeting of the Board of Trustees.

3. The Village will construct an extension of the Greenport sewer system from the Safe Harbor Portion (defined herein) to the Sandy Beach Community and to the Owner's Property (the "Work") provided sufficient Sandy Beach owners sign this Agreement and pay monies, as set forth herein, to partially offset the cost of the Work.

4. Payment Schedule and Refund; Definitions.

A. Owner shall pay to the Village the total amount of fifteen thousand (\$15,000) dollars (the "Total Amount") pursuant to the terms and conditions of this Agreement.

i. Payment shall be made in three payments as follows:

a) \$1,500.00 upon the signing of this Agreement ("First Payment");

b) \$5,000.00 upon the Village entering into a contract with a primary general contractor for the purpose of performing the Work ("Second Payment"); and

c) \$8,500.00 upon completion of the Work ("Final Payment").

ii. The First Payment and the Second Payment shall be held in escrow by the Village to be released to the Village as follows:

a) The First Payment will be released upon the Commencement of the Work, as defined herein;

b) The Second Payment will be released upon the Commencement of the Work.

iii. The Owner is entitled to a return of the First Payment and Second Payment as follows:

a) The First Payment shall be returned to the Owner if, by 12/31/22, the Village has not notified the owner that the Safe Harbor Agreement has been finalized; and

b) The Second Payment shall be returned to the Owner if, by 3/31/23, the Village has not notified the owner that the Work has been Commenced.

B. The terms used in this Agreement are defined as follows:

i. Commencement means the time at which the primary general contractor begins installing the Main and tying into the Safe Harbor Portion.

- ii. Completion means the time at which the Owner is permitted to tie into the Main from the Property.

5. The Village and the Owner agree that the Total Amount paid by Owner to the Village shall be Owner's only required contribution towards the Village's costs for the Work. The Parties further agree prior to any release of escrow funds the Village provides 10-day's notice to the Owner.

6. The Owner and the Village agree that if the Owner should choose to raise the home on the Owner's Property prior to the Completion of the Work, then the Owner may elect to construct a new wastewater system on the Owner's Property that is acceptable to the Suffolk County Department of Health Services and the Village of Greenport. In the event that the Owner makes this election and properly completes the system, the Village shall return any payment made by the Owner. Within twenty (20) days of receiving a request by the Owner, the Village will advise the Suffolk County Department of Health of the status of the Work and the Safe Harbor Portion.

7. In the event that the Safe Harbor Portion is not completed, the Village of Greenport shall have the right to terminate this Agreement upon the return of all monies collected from the Owner. Upon termination, this Agreement and all rights and obligations arising hereunder shall terminate and cease. Termination shall be made in writing to the Owner (the "Notice of Termination").

8. Owner hereby grants the Village a right entry for performance of the Work and for future repairs and maintenance (the "Easement"). The Village, on Completion of the Work or completion of any maintenance or repair, shall ensure that the removed portions of the ground are timely replaced pursuant to general standards of road construction, and topped with asphalt such that the street is level and seamless from gutter to gutter.

9. The Village may record this Agreement in the land records of any municipality or governmental agency having jurisdiction thereof at the expense of the Village upon the Completion of the Work.

10. The Owner shall be responsible for the cost of the hook-up between the Owner's waste system and the Main.

11. In exchange for the Easement, the Village and its contractors with respect to the Work (including those of the Village of Greenport) shall defend, save, and hold harmless, to the fullest extent of the law, Owner in connection with any damage, liability, injury (including injury to any person or death), cost or claim of any type whatsoever, including without limitation for reasonable attorney's fees either to the Property or any persons situated thereon, arising from or in connection to, directly or indirectly, the Work.

12. The Village hereby agrees that any contractors used by the Village in connection with the Work, including any subcontractors whether under control of the Village or another contractor, will provide a certificate of insurance with general liability insurance in single limits of not less than two million dollars (\$2,000,000.00) naming Owner as an additional insured. A copy of said certificate from each and every contractor/subcontractor will be provided to Owner prior to any

work commencing, together with copies of their contractual promises of indemnity in favor of Owner.

13. Upon request, the Village will send to Owner copies of its or its surveyors', engineer's and contractors' plans, surveys and permit applications and resulting permits promptly after submitting or receiving same.

14. Owner is bound by the Agreement but is not conveying any interest in the Property to the Village, other than the Easement. The Village recognizes the Owner, his heirs, successors and assigns as a fee owner of the entire Property and as such that it retains, at all times, all rights to which a fee owner of property is entitled, including the free and unfettered rights of possession, access, ingress, and egress over the Property except those rights that are necessary for the Village to exercise the construction and maintenance of the Easements. The Village shall at all times hereinafter be, and remain, the owner of the sewer line and connection equipment that may be constructed on the Property.

15. All notices required by the Agreement shall be in writing, signed by the party or its attorneys, and sent by (a) overnight courier (such as FedEx or UPS next day delivery) or (b) next day (or, if next day is not available, the next fastest) US Priority Mail Express (formerly known as US Express Mail) provided a tracking number is assigned, addressed to the receiving party at its address as set forth in the preliminary paragraph of this Agreement. All notices sent pursuant to this Agreement shall be deemed validly given when so sent. Either of the Parties may designate a different address by notice to the other.

16. This Agreement is binding upon and shall inure to the benefit of (a) the Village and its successors and assigns and (b) Owner and its heirs, beneficiaries, and successors and assigns as owner of the Property.

17. This Agreement and the terms and conditions herein comprise the entire agreement between the parties with respect to this matter. The Agreement cannot be changed, modified or cancelled unless in writing, and executed by the parties. Any claim or dispute arising out of the Agreement or the performance thereof, shall be determined by an appropriate legal action in the Supreme Court of the State of New York, in the County of Suffolk and shall apply New York law without regard to conflicts of laws, principles or to any presumption against any party whose counsel drafted the Agreement.

[OWNER]

[OWNER]

VILLAGE OF GREENPORT

By: _____
(Name, Title)



RAYMOND G. DiBIASE, P.E., PTOE, PTP, PRESIDENT and CEO
ROBERT A. STEELE, P.E., EXECUTIVE VICE PRESIDENT
JAMES L. DeKONING, P.E., VICE PRESIDENT

Associates

CHRISTOPHER F. DWYER
STEVEN W. EISENBERG, P.E.
ANDREW B. SPEISER
MATTHEW C. JEDLICKA, LEED AP
KEITH J. MASSERIA, P.E.
VINCENT A. CORRADO, P.E.
TAMARA L. STILLMAN, P.L.S.

January 18, 2022

Paul J. Pallas
Village Administrator
236 Third Street
Greenport, New York 11944

Re: Supplemental Request for Additional Work Necessary to Complete the Preliminary and Final Design of North Ferry Terminal Improvements

Dear Mr. Pallas,

As you are aware, LKMA has been progressing the Preliminary Design Phase of the subject project and we are hopefully closing in on satisfying all of the numerous comments generated by the NYSDOT on the Design Approval Document (DAD) and the Design Approval Request Memo (DARM). This letter is to request additional money to complete the remaining portion of the preliminary and final design. I am making this request for additional funds because throughout the preliminary design phase there have been several unanticipated issues that have resulted in the need for additional work. As such, our budget for the Preliminary Design and the DAD has long been expended. In an effort to minimize additional money to the Village, I have provided a significant amount of hours on the project without billing the Village. However, since this effort has become too significant, I am now requesting additional money for some of the remaining tasks that have been impacted by the unanticipated issues on the project. The most significant issues that generated addition work include:

- After a submission of the Draft DAD, the State changed the format of the DAD Report and the entire DAD had to be re-written to the new format, while addressing an unusually high number of comments from the NYSDOT.
- Inclusion/Removal of Ferry Ramps. The Preliminary Plans and DAD were developed with the scope of work including replacement of the two ferry ramps. The ferry ramps were then removed from the project, which required the DAD to be appropriately revised. The ferry ramps were not in the original proposal.
- When our original cost proposal was written, we were not aware that Third Street was a NYSDOT roadway and would require a NYSDOT Highway Work Permit as a result of the project. Ownership of Third Street was confirmed by NYSDOT during the Preliminary Design Phase of the project.
- Our proposal assumed one build alternative similar to the Preferred Alternative in the RPA Plan would be developed for the DAD. We ended up developing eight (8) build alternatives to satisfy the NYSDOT and the Project Stakeholders. Each alternative required CAD drawing, DAD write-up and Construction Cost Estimate. We would



estimate that each alternative developed cost approximately \$4,000 on average to develop. Work to develop the additional design alternatives did not significantly exceed the preliminary design budget of \$30,000. However, the Final Design budget is no longer adequate because the entire \$30,000 budget was used to create eight separate (8) design alternatives instead of progressing one build alternative to 60% completion. As identified in our July 22, 2019 proposal, we anticipated developing the following preliminary drawings for one build preferred alternative:

- Cover Sheet
- Index, Legend, Abbreviations & Table of Quantities
- General Notes
- Existing Conditions & Survey Control
- General Plan (Including Existing and Proposed Grades)
- Miscellaneous Details
- Typical Roadway / Pavement Sections
- Pavement Marking and Signage Plan
- Construction Staging Plan (Work Zone Staging/Maintenance of Ferry operations)

To complete the remaining work on the project, we respectfully request the following additional funds to supplement our existing remaining budget.

Requested Supplemental Funds

Task D. Permit Applications. We request an Additional **\$4,500** to account for the need to prepare a NYSDOT Highway Work Permit for the intersection of 3rd Street & Wiggins Street. There is \$4,700 remaining in the existing budget, however this remaining money is needed for the preparation of a Stormwater Pollution Prevention Plan and NOI to meet the GP-0-20-001 general permit requirements for a Stormwater Permit for Construction Activity.

Task E. Design Approval Document (DAD) & Design Approval Request Memo (DARM). We request an additional **\$9,000** under this task to account for time it took to re-write the DAD in the NYSDOT's new format and include/remove the ferry ramp aspect of the project.

Task F. Final Contract Documents (PS&E) and Bid Package for State Approval. Since the development of additional design alternatives has impacted the level of completion of the Preliminary Design Plans, we request an additional **\$19,500** for the development of Final Contract Documents.

In summary, we are requesting an additional **\$33,000** to supplement our remaining budget. Thank you in advance for consideration of this request. If you have any questions with regard to this request, please do not hesitate to contact me.

Very truly yours,
L.K. McLean Associates, P.C.

Robert A. Steele, P.E.
Executive Vice President

Approved at January __, 2021 NYAPP Meeting

**REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.**

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Village of Sherburne; City of Sherrill Power & Light; Village of Solvay and Steuben Rural Electric Cooperative, Inc.

DWG&P Billing Number: 1755

Purpose: Represent Members in Public Policy Transmission Projects which included the AC Transmission Projects, the Western NY Transmission Project, and now includes NYPA's Smart Path in the north and the PSC's implementation of the Accelerated Renewable Energy Growth and Community Benefit Act at the bulk transmission level and the local transmission level in Case 20-E-0197. The PSC is developing cost allocation methods for transmission needed to unbundle renewable resources, and how costs are allocated to NYPA customers will be an issue.

Period Covered by Request: January 1, 2022 – February 28, 2023

Work: Monitor and prepare reports on developments in public policy transmission projects. Prepare and file comments, as necessary at the PSC and protests and other pleadings at FERC. Attend technical conferences as required at PSC and settlement and other hearings at FERC.

Cost: Not to exceed \$50,000, including any expenses.

Approved By: _____

For Municipal or Cooperative System: _____

Approved at January __, 2022 NYAPP Meeting

**REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.**

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Village of Sherburne; City of Sherrill Power & Light; Village of Solvay and Steuben Rural Electric Cooperative, Inc.

[DWG&P Billing Number: 1506]

Purpose: Represent the views and interests of participating municipal and cooperative electric systems on the New York Independent System Operator (NYISO) market participant committees.

Period Covered by Request: March 1, 2022 – February 28, 2023

Work: Organize, prepare for and participate in the regularly scheduled meetings of the Management Committee and Business Issues Committee, which are usually held monthly, as well as the public power sector meeting and joint MC/Board of Directors meeting. Monitor agendas of NYISO working groups (*e.g.*, Market Issues Working Group) and subcommittees, and participate on issues of significance to NYAPP members, within the stated budget. It is recognized and agreed that litigation before the Federal Energy Regulatory Commission and other agencies and courts, is not included and would be the subject of additional specific work orders. Prepare motions and presentations as needed before the NYISO. Review documents and other materials to be discussed at the meetings. Consult with other parties and consultants on issues presented at the meetings. Prepare written reports on the meetings as requested.

Cost: Not to exceed \$200,000, including all travel expenses, absent written approval from participating members. Fees are billed to individual systems that approve this work order, whether listed above or not, on a ratio based on the number of customer meters, or by such other method as is acceptable to the group.

Approved By: _____

For Municipal or Cooperative System: _____

Approved at January __, 2021 NYAPP Meeting

**REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.**

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Village of Sherburne; City of Sherrill Power & Light; and Steuben Rural Electric Cooperative, Inc.

DWG&P Billing Number: 1550

Purpose: Representation at meetings and conference calls of the New York Association of Public Power ("NYAPP").

Period Covered by Request: March 1, 2022 - February 28, 2023

Scope of Work: Attend and make presentations at NYAPP member meetings and participate in monthly teleconferences of NYAPP Executive Committee.

Cost: Not to exceed System's pro rate share of \$20,000 in fees for the period, plus expenses, absent written approval from participating systems. Fees are billed to individual systems that approve this work order, whether listed above or not, on a ratio based on the number of customer meters, or by such other method as is acceptable to the group.

Approved By: _____

For Municipal or Cooperative System: _____

Approved at January __, 2022 NYAPP Meeting

REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Village of Sherburne; City of Sherrill Power & Light; Village of Solvay and Steuben Rural Electric Cooperative, Inc.

DWG&P Billing Number: 1574

Purpose: General representation of the New York Association of Public Power ("NYAPP") for special projects. The NYAPP Executive Committee will determine what items are to be included in this Work Order.

Period Covered by Request: March 1, 2022 - February 28, 2023

Scope of Work: Inform and advise NYAPP members on matters of general concern that are not included within individual specific work orders.

Cost: Not to exceed System's pro rata share of \$100,000 for the period, including all travel expenses, absent written approval from participating systems. Fees are billed to individual systems that approve this work order, whether listed above or not, on a ratio based on the number of customer meters, or by such other method as is acceptable to the group.

Approved By: _____

For Municipal or Cooperative System: _____

Approved at January __, 2021 NYAPP Meeting

**REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.**

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Village of Sherburne; City of Sherrill Power & Light; Village of Solvay and Steuben Rural Electric Cooperative, Inc.

DWG&P Billing Number: 1747

Purpose: Continue to assess the scope of the proceedings possible outcomes for Member systems in the New York Public Service Commission's Reforming the Energy Vision (REV) proceeding, Case No. 14-M-0101; the Clean Energy Standard (CES) in Case 15-E-0302 and the Resource Adequacy proceeding in Case 19-E-0530.

Period Covered by Request: January 1, 2022 – February 28, 2023

Work: Organize, prepare for and participate in the work related to the PSC's on-going regulatory effort to fundamentally reform the distribution and retail supply function of utility service in New York (REV). The CES effort advising on how Members can implement the CES requirements to purchase Renewable Energy Credits and Zero Emission Credits. The Resource Adequacy matter includes what changes should be made in the current regulatory, tariff and market design structures to better align utility interests with achieving the State's policies of meeting the renewable energy goals. Review documents and other materials to be discussed at the meetings. Consult with other parties and consultants on issues to be presented at the meetings. Prepare written reports on the meetings as requested.

Cost: Not to exceed \$100,000, including expenses.

Approved By: _____

For Municipal or Cooperative System: _____

THE ROFFE GROUP P. C.

RETAINER AGREEMENT

This will confirm the agreement reached by and between the New York Association of Public Power (“you”) and The Roffe Group of Robinson+Cole. (“the firm”). You have retained the firm and the firm has agreed to represent you and advise you before New York state government on certain legislative and regulatory concerns affecting you. In connection with the above, we will provide legislative advocacy and lobbying services on your behalf with respect to matters of concern to you before the New York State Legislature and Executive Branches.

FEES: You hereby agree to pay the firms as follows:

- a. For the firm’s services in connection with the above, you have agreed to pay the firm the sum of Sixty Thousand Dollars (\$60,000), which shall be a fixed fee for the services to be rendered. You agree that this shall be a fixed fee regardless of the amount of time or effort expended in the performance of the services described herein in recognition that the firm has precluded themselves from taking conflicting work from other potential clients during the term of the Agreement and regardless of whether or not the firm devotes time in excess of said amount if calculated at their usual and customary hourly rates. The fee shall be paid in twelve (12) equal successive monthly installments of Five Thousand Dollars (\$5,000) commencing on or before January 15, 2022.
- b. Periodic statements for fees will be furnished by the firm to you and the firm will file or provide you with all information required to be filed with the New York State Joint Commission on Public Ethics on a timely basis.

EXPENSES INCURRED: You understand that there are certain expenses which will be incurred by the firm in connection with their representation of you for which the firm will be reimbursed by you and against which no credit will be applied for amounts received under the fee arrangement described above. These expenses which will be reimbursed to the firm include, but are not limited to the following: reasonable expenses associated with travel incurred by the firm at your request, costs for messenger delivery service other than normal use of the U.S. Postal Service and on-line computer data base charges. No charge shall be made for travel expenses to or from Albany for regular session days.

LAW OFFICE

111 WASHINGTON AVENUE THIRD FLOOR ALBANY NEW YORK 12210 | PHONE 518.432.7841 | FAX
518.432.4267 www.ROFFEGROUP.COM

THE ROFFE GROUP P. C.

TERM OF AGREEMENT: This agreement shall commence as of January 1, 2022 and shall continue until December 31, 2022, unless sooner terminated by either party upon written notice to the other, which notice shall be effective five (5) days after its receipt. No adjustment of the fee will be afforded for a portion of a calendar month.

PUBLIC DISCLOSURE: You acknowledge that you have been informed by the firm that a copy of this Retainer Agreement will be filed by the firm with the New York State Joint Commission on Public Ethics as evidence of the Retainer Agreement between you and the firm.

TIME OF PAYMENT: Each billing submitted to you by the firm for expenses shall be paid by you promptly after the receipt of such billing by you.

It is understood that this retainer agreement in no way guarantees any specific state action.

Very Truly Yours,

The Roffe Group of Robinson+Cole

By: _____

AGREED AND ACCEPTED:

New York Association of Public Power

By: _____

Date: _____

LAW OFFICE

111 WASHINGTON AVENUE THIRD FLOOR ALBANY NEW YORK 12210 | PHONE 518.432.7841 | FAX
518.432.4267 www.ROFFEGROUP.COM

NYAPP 2022-2023 SCOPE OF WORK

By Susan Stohr, SJS Associates

Proposal: Government Affairs Representation for the New York Association of Public Power Municipal Members (NYAPP).

For NYAPP Members:

Village of Freeport Electric, Green Island Power Authority, Village of Greenport, Jamestown Board of Public Utilities, Town of Massena Electric Department, Village of Rockville Centre, Village of Sherburne, and City of Sherrill Power & Light.

Period Covered by Request: March 1, 2022- February 28, 2023

2022-2023 NYAPP GOVERNMENT AFFAIRS PROGRAM OBJECTIVES:

- Identify opportunities for NYAPP municipal utilities to influence federal policy through enhanced communications, education and collaboration with other stakeholders.
- Maintain and enhance existing relationships with the NY Congressional delegation and staff, and federal agency staff, and the Administration by continuing to provide timely, reliable and credible information on legislation and relevant policy issues, including the impacts and benefits of specific legislation for NYAPP municipal members and communities.
- Monitor relevant Congressional 2022 campaigns for platforms, positions on policies of importance (energy, environment, tax, etc). Provide candidates and campaigns with information on NYAPP member policy priorities and positions as appropriate.
- Develop and maintain relationships with newly elected NY House Members and staff.
- Facilitate the ability of NYAPP municipal members to identify relevant policy issues and effectively communicate with their own Congressional Members and staff to provide benefit and impact information on pending and emerging legislation and policies.
- Identify opportunities, develop and implement strategies to secure external federal funding to support NYAPP municipal utility projects, policies and objectives.
- Monitor House of Representatives and Senate Majority/Minority discussions on policy priorities, proposals and legislation on issues relevant to NYPP utilities and communities.
- Develop and implement outreach strategies to provide timely information on impacts and benefits for NYAPP utilities and communities.

2022-2023 CONGRESSIONAL FOCUS, OUTREACH, STRATEGIES:

- Identify potential federal funds and develop and implement strategies to secure those funds available for NYAPP municipal utilities and communities through the passage of federal legislation including, but not limited to, the "Infrastructure and Jobs Act" and (if passed) the "Build Back Better Act".
- Facilitate discussions, development and implement outreach strategies, as appropriate, with NYS agencies, including NYSERDA regarding potential federal and/or state funds available for NYAPP municipal utility projects and initiatives.
- Develop and implement strategies to positively impact FY2022/ FY 2023 federal and state budget discussions and maximize benefit for the NYAPP municipal utilities and communities.
- Develop and implement strategies to maximize emerging and existing federal policy opportunities for NYAPP members, (particularly as related to climate change, energy markets; tax-exempt financing and tax reform; pole attachments; cyber and grid security; development of renewable generation and energy efficiency initiatives; energy regulation; infrastructure development; local control; budget; clean water initiatives and funding and general energy and environmental issues).
- Develop and implement strategies to communicate NYAPP policy priorities and positions to members of Congress, NYPA and other stakeholders, as relevant and appropriate.
- Develop and implement NYAPP education and communication policy objectives and strategies for the NY Congressional delegation, the Administration, relevant federal agencies.
- Develop and maintain relationships with incoming 2022 federal policy makers including the newly elected members of the NY Congressional delegation and relevant new members of the Administration and federal agencies.
- Maximize opportunities for NYAPP and its members to participate in federal policy forums, (including Congressional hearings) on the development of relevant initiatives that promote NYAPP strategic policy goals.
- Arrangement of and preparation for DC and District Office meetings between the NYAPP utility representatives and the relevant New York State Congressional Legislators/staff to discuss relevant

pending legislation and NYAPP positions, general policy concerns and challenges, and identify opportunities in the current and future legislative sessions.

- As needed, arrange and prepare for meetings between the NYAPP utility representatives and relevant federal agencies, authorities and policy makers to discuss proposed policy objectives, initiatives, etc. that have the potential to impact NYAPP members and their communities.
- Attend relevant national association and coalition meetings and Congressional hearings as required, to monitor pending legislation and policy initiatives, provide information regarding NYAPP positions, impacts, challenges and opportunities.
- Attend American Public Power Association (APPA) 2022 “Legislative Rally” and arrange, prepare for and attend NY Congressional meetings with NYAPP attendees. Attend APPA National Conference.

Routine Monitoring and Communications:

- Analyze pending legislation in Congress; provide analysis and recommendations on position development, communications and strategy in response to legislation that may impact NYAPP members.
- Develop and maintain relationships with NY Congressional Members and staff; and Congressional Committees and staff to facilitate understanding of the challenges and objectives of NYAPP and its members.
- Identify opportunities and provide timely information exchange with the relevant NY Congressional Members; Committees of Congress; and others regarding policy concerns of NYAPP and its members.
- Identify opportunities for NYAPP to advance policy concerns through active participation in APPA and other relevant association and coalition discussions and initiatives.

Legislative Strategies to Promote Specific Projects or Objectives:

- Regular communications with NYAPP representatives, contacts in relevant legislative offices, Committees and relevant national trade associations to monitor potential developments related to policy issues and operational objectives.
- Development and implementation of legislative strategies to secure objectives.

Association Communications, Public Relations, Administrative Support

- Provide NYAPP members with regular updates on federal government affairs initiatives, objectives and strategies.
- Support NYAPP Board and NYAPP Administrative Director as needed with planning and program development and support for the NYAPP business meetings and the annual Conference.
- Support NYAPP Administrative Director as needed with communications outreach (press releases, tweets, etc.) for NYAPP.
- Support NYAPP Administrative Director as needed with continuing development of the NYAPP social media presence and the NYAPP website.

SCHEDULE OF FEES

I propose a twelve-month contract that provides for up to 360 hours of consulting services for the twelve month period of March 1, 2022 through February 28, 2023, at a fee of \$150 per hour for the term of the contract. In addition, to support efforts to meet the work scope tasks and objectives with the decrease of contract hours, I propose an increase in the monthly expense for online subscriptions to relevant and necessary federal/state legislative, regulatory and policy platforms to \$350.00 per month (from the current level of \$239 per month).

VILLAGE OF GREENPORT PROPOSED 2022 SCOPE OF WORK

PRESENTED BY SUSAN STOHR, SJS ASSOCIATES

This proposal provides for the continuation of policy, logistical and administrative support for the Village Administrator regarding the identification, development and implementation of strategies to secure state and federal appropriations and grants funding to support the Village of Greenport (Village) project development, operational and policy objectives.

Greenport Municipal Utility Microgrid Project

- Continuing support for the Village Administrator in ongoing discussions with the Program Manager, Microgrids and other staff of the Governor's Office of Storm Recovery (GOSR) regarding Project development, schedule, the completion of federal forms and other requirements necessary to comply with federal requirements and advance the federal grant funding.
- Participation in bi-weekly conference calls with GOSR staff and the Village Administrator regarding Project status, developments.
- Participation, as necessary, in meetings with GOSR staff regarding the Project.
- Support, if necessary, to secure additional federal funding and/or support timeline extension for HTFC funding guidelines.
- Communication, if necessary, with Congressional members and staff to support Project federal grant funding efforts and/or secure additional grants funding for the Project.

Twin Forks Passenger Ferry Terminal Reconstruction Project

- Continuing support for the Village Administrator in ongoing discussions with the New York State Department of Transportation (NYS DOT) and the US Department of Transportation Federal Highway Administration (FHWA) regarding Project development, schedule, the completion of state and federal forms and other requirements necessary to comply with federal requirements and advance the federal grant funding.
- As necessary, participation in meetings and conference calls with NYSDOT, FHWA and other staff and the Village Administrator regarding Project status, developments.
- Support, if necessary, to secure additional federal funding and/or support timeline extension for federal DOT and NYS DOT funding guidelines.
- Continuation of efforts with NYS Congressional offices (Congressman Zeldin, Sens. Schumer and Gillibrand) to confirm, commit NYS Department of Transportation (NYS DOT) repurposed funds for the redesign of the North Ferry Terminal Facility.
- Communication, as necessary, with Congressional members and staff to support Project federal grant funding efforts and/or secure additional grants funding for the Project.

Legislative

- Work with the relevant Congressional Members and staff in the DC and regional offices (including Sens. Schumer, Gillibrand and Congressman Zeldin) and Members and staff in the NYS Legislative offices (including Sen. Palumbo and Assemblywoman Giglio) to identify existing and emerging federal and state funds, including, but not limited to, the "Infrastructure and Jobs Act" (IIJA) funds and state funds made available through the implementation of the "Climate Leadership and Community Protection Act" (CLCPA) to support the Village projects, programs, and objectives.
- Continuation of efforts with NYS Congressional offices (Congressman Zeldin, Sens. Schumer and Gillibrand if necessary) to secure NYS Department of Transportation (NYS DOT) repurposed funds for the redesign of the North Ferry Terminal Facility.
- As appropriate, development/implementation of strategies to advance and support the Village's project and operational funding priorities that may be potentially impacted by existing and emerging Congressional and New York State legislation.
- Work to identify additional (non-appropriations) federal and external funding sources (i.e. grants funding opportunities) that may be applicable funding sources for the Village.

SCHEDULE OF FEES

I propose a continuation of the existing contract through December 31, 2022 that provides for not more than 150 hours of consulting services at a fee of \$135 per hour for the term of the twelve-month contract.

In addition to the professional fee, I would be reimbursed for agreed upon, reasonable and necessary out-of-pocket expenses incurred in connection with my work for the Village.

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING THE AWARDING OF A CONTRACT FOR PROPOSED SITE PLAN
IMPROVEMENTS AT THE VILLAGE OF GREENPORT WASTEWATER TREATMENT PLANT

WHEREAS the Village of Greenport intends to award a contract for the performance of site plan improvements at the Village of Greenport Wastewater Treatment Plant facility per the opening of the solicited Request for Proposals on January 27, 2022; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Village of Greenport with respect to the awarding of the contract for the performance of site plan improvements at the Village of Greenport Wastewater Treatment Plant facility with regard to SEQRA, and completed a short-form EAF for purposes of SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the consideration and approval of the awarding of the contract for the performance of site plan improvements at the Village of Greenport Wastewater Treatment Plant facility, and it is further

RESOLVED that the Board of Trustees hereby determines that the awarding of the contract for the performance of site plan improvements at the Village of Greenport Wastewater Treatment Plant facility is an Unlisted Action for purposes of SEQRA; it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the awarding of the contract for the performance of site plan improvements at the Village of Greenport Wastewater Treatment Plant facility;

Will not have a significant negative impact on the environment and;

Will not result in a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels, substantial increase in solid waste production, a substantial increase in potential for erosion, flooding, leaching or drainage problems, and;

Will not result in the removal or destruction of large quantities of vegetation or fauna, substantial interference with the movement of any resident or migratory fish or wildlife species, impacts on habitats, or other significant adverse impact on natural resources, impairment of a critical environmental area and;

Will not result in the creation of a material conflict with a community's current plans or goals, and;

Will not result in the creation of a hazard to human health, and;

Will not result in a substantial change in land use, and;

Will not encourage or attract an additional large number of people to a place for more than a few days, and;

Will not result in the creation of a material demand for other actions, and;

Will not result in changes in two or more elements of the environment, each of which is not significant but when reviewed together are significant two or more related actions each of which is not significant but when reviewed together are significant.

RESOLVED that a Negative Declaration is hereby adopted for purposes of SEQRA.

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: March 22, 2022

**NINA J. GREENFIELD STEWART
ATTORNEY & COUNSELOR AT LAW
CONSULTANT
8 SECOND STREET-BOX 463
BELLPORT, NEW YORK 11713**

Phone 631-286-0858
Facsimile 631-776-0609

e-mail: NJGSTEWARD@AOL.COM

January 5th 2022

Ms. Asha Gallacher, Program Administrator
Village of Greenport Housing Authority
236 3rd Street
Greenport, New York 11944

Re- Legal Services Agreement for 2022

Dear Asha;

This agreement is retroactive to January 1st 2022, as I have provided my services thus far in 2022, due to Section 8 program mandates, as the program's critical legal demands must be met without interruption. HUD's Covid-19 requirements have been revised several times during the last year and are evolving again based on HUD's management concerns in maintaining the program at a high level. Based on work I have done and issues that arise constantly, given Section 8 program administration, this is to confirm retaining my services in connection with the Section 8 Housing Choice Voucher program on an ongoing basis for the Village of Greenport Housing Authority.

It is understood that my services will be provided on an as needed basis. It is important that the terms of such engagement are clear. Though many attorneys and/or their clients do not require such a written agreement, I have always found that putting all the terms and conditions in a written agreement avoid confusion and add to transparency.

My hourly fee for non-profit work is now \$200.00, after ten years of no increase and I also again waive any retainer. This is usually paid before I start work. I will seek reimbursement for charges incurred in a timely manner. I will send timely accounting of my hours and charges. I will also include information as to what charges I am discounting.

I charge my hourly rate for meeting time, preparation of documents of any kind, review of additional documents and phone time with 3rd parties. I do not charge for

general research and phone time consulting with representatives of your organization as to follow-up on cases. I expect the phone time and travel time to be reasonable and will take into consideration specific details of a case when reviewing the time expended. I do understand there are situations when time is of the essence and I will take that into consideration.

I do not charge for local travel, (within 10 miles from my office), but do charge mileage at the prevailing federal reimbursement rate (IRS), for trips from my office in Bellport.

I charge for out of pocket costs such as federal express, priority or overnight postal cost and filing and/or document fees, when applicable. If a meeting is scheduled and it is canceled without at least 4 hours notice, a one hour fee of \$200:00 will be charged for the meeting time unless cancelation is due to illness or due to a 3rd party and beyond your ability, (as my client), to reschedule in a timely manner.

I promise to use my time wisely and will endeavor to keep you informed as to the status of all my activities frequently. From our discussions I understand the scope of the activities will be to consult on the case at hand and advise you as to courses of action, review all documents related to the case, recommend additional documentation, prepare and submit the documents to you as requested. I will also work with you to advise you on language and federal regulations, if you choose to prepare letters and other documents. If requested, I can represent you at an administrative hearing and prepare follow-up documents. Discussions with HUD and other government entities' representatives would also be included, if requested. This agreement does not include any future litigation, if that should become necessary.

I look forward to working with you and appreciate your confidence in me. I do appreciate that the more we are able to work together cooperatively, then the more effective we can be in moving ahead and minimizing legal and related fees.

If this is acceptable to you, please have a legal representative of your organization sign this and return a copy to me. I will send a fully executed copy in return.

Sincerely,

Nina J. Greenfield Stewart, Esq.

Signed:

Village of Greenport, Housing Authority
Authorized Representative

Date



ACCOUNT # - jnc382

YOUR DOCKWA ORDER

Quote Expires - 03/31/2022

CUSTOMER Mitchell Park Marina

CONTACT

PHONE 631-477-2200

EMAIL

ADDRESS 115 Front Street Greenport NY 11944

YOUR SUBSCRIPTION-

INITIAL SUBSCRIPTION TERM - 12-months

INITIAL SUBSCRIPTION TERM BILLING FREQUENCY - Yearly

SERVICES PROVIDED

Dockwa Optimize Subscription. Processing Fee: 1.99% for the first \$500,000 processed during the Initial Subscription Term. 2.99% after, during the remainder of the Initial Subscription Term. The 1.99% does not renew every year, it only applies to the first \$500,000 processed during the first year of the subscription.

DOCKWA PROCESSING FEE See above PER CONFIRMED RESERVATION

YOUR RECURRING FEES-

SUBSCRIPTION TERM BILLING FREQUENCY - Yearly

, STARTING ON DATE OF FIRST INVOICE.

DESCRIPTION	TYPE	LIST PRICE	SALES PRICE
Dockwa Optimize - Annual Payments	Recurring	\$8,000/year	8,000
Dockwa Optimize Setup Fee	One-time	\$499	0

TOTAL SALES PRICE (EXCLUDING SALES TAX, WHERE APPLICABLE)- 8,000.00

You will be billed and invoiced for the first 12 months of service on the start date of your subscription.



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Annual subscription renews automatically each year on the anniversary of the subscription start date unless you provide written cancellation notice at least 30 days in advance of the renewal date.

Dockwa subscriptions have a default term of 12 months. If the selected Dockwa subscription requires a recurring subscription fee, the Dockwa subscription will automatically renew, unless at renewal you change your billing settings to month-to-month, we terminate it, or you notify us by email (mayday@dockwa.com) of your decision to terminate your current Dockwa subscription. You must cancel any automatically renewing Dockwa subscription before it renews in order to avoid billing of subscription fees for the renewal term. All fees and charges are nonrefundable and there are no refunds or credits for partially used periods.

SERVICES PROVIDED-

Company will use commercially reasonable efforts to provide Customer the services described in the Dockwa Services Provided section above, and Customer shall pay Company the Fees in accordance with the terms herein

SOFTWARE SERVICES AGREEMENT-

This SaaS Services Agreement ("Agreement") is entered into on this _____ (the Effective Date") between The Wanderlust Group, Inc., with a place of business at 1035 Cambridge St, Ste 19 Cambridge, MA 02141 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

----- Signed for ("Customer")	----- Date
----- Name (Print)	----- Title
----- Address	----- City/State/Zip
----- DocuSigned by: <i>Mathew Minty</i> ----- 03BDE77E3FBF4EB Signed for The Wanderlust Group, Inc.	----- 3/19/2022 ----- Date
----- Mathew Minty	----- Senior Account Executive
----- Name (Print)	----- Title
----- 1035 Cambridge St, Ste 19	----- Cambridge, MA 02141
----- Address	----- City/State/Zip



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TERMS AND CONDITIONS

This Dockwa Software-as-a-Service (SaaS) Agreement (collectively with any documents incorporated by reference, the "Agreement" or the "Terms and Conditions") is by and between The Wanderlust Group, Inc. dba Dockwa ("Company") and the entity identified in the applicable order ("Customer"). (Each a "party" and collectively, the "parties").

THE EFFECTIVE DATE OF THIS AGREEMENT SHALL COMMENCE UPON CUSTOMER'S ACCEPTANCE OF THIS AGREEMENT BY CLICKING 'ACCEPT' OR EXECUTING AN ORDER FORM THAT INCORPORATES THIS AGREEMENT BY REFERENCE. BY ACCEPTING THIS AGREEMENT CUSTOMER AGREES TO COMPLY AND BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. IF CUSTOMER DOES NOT HAVE AUTHORITY OR DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, CUSTOMER MAY NOT USE THE SERVICES.

1. SAAS SERVICE AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of or cancel passwords it deems inappropriate. "Services" mean the software-as-a-service applications and platform provided by Company as ordered/purchased by Customer under an Order Form, including support and maintenance of the SaaS, but excluding professional services. An "Order Form" means one or more ordering documents for purchases of Services and products, that are executed by Customer and Company from time to time. By entering into an Order Form, Customer agrees to be bound by the then current and/or updated version of this Agreement. Order Forms are incorporated into this Agreement.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Company's standard practice.

The Company will provide Technical Support to Customer via both telephone and electronic mail seven (7) days a week during the hours of 9:00 am through 5:00 pm Eastern time, with the exclusion of Federal Holidays ("Support Hours").

Customer may initiate a helpdesk ticket during Support Hours by calling (401) 236-8304 or any time by emailing support@dockwa.com.

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for time sharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's terms of service then in effect (available at <https://ahoy.dockwa.com/about-us/terms-of-service>) and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from a violation of the foregoing or otherwise from Customer's use of Services.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

2.4 Customer shall (a) be responsible for its users' compliance with this Agreement; (b) be responsible for the accuracy, quality, integrity, and legality of Customer Data and of the means by which Customer acquired Customer Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Company promptly of any such unauthorized access or use, (d) use the Services only in accordance with the documentation and applicable laws and government regulations, and (e) provide Company with assistance, information and materials that are reasonably requested as necessary to effectively provide the Services. "Customer Data" means any data of the Customer, regardless of whether in printed or electronic form, that is (i) provided to or accessed by Company in order for Company to perform its obligations under this Agreement, (ii) provided to Company by its users, or (iii) derived from Customer's use of the Software and Services. Customer Data expressly excludes any Aggregated Data as defined in Section 3.3.

2.5 Company may temporarily suspend Customer's and its users' access to the Services in the event that either Customer or any of its users is engaged in, or Company in good faith suspects Customer or any of its users is engaged in, any unauthorized conduct (including, but not limited to any violation of this Agreement including failure to pay any fees when due). Company will attempt to contact Customer prior to or contemporaneously with such suspension; provided, however, that Company's exercise of the suspension rights herein shall not be conditioned upon Customer's receipt of any notification. A suspension may take effect for Customer's entire account and Customer understands that such suspension would therefore include its user sub-accounts. Customer agrees that Company shall not be liable to Customer or any of its users or any other third party if Company exercises its suspension rights as permitted by this Section. Upon determining that Customer has ceased the unauthorized conduct leading to the temporary suspension to Company's reasonable satisfaction, Company shall reinstate Customer's and its users' access and use of the Services. Notwithstanding anything in this Section to the contrary, Company's suspension of Services is in addition to any other remedies that Company may have under this Agreement or otherwise, including but not limited to termination of this Agreement for cause. Additionally, if there are repeated incidences of suspension, regardless of the same or different cause and even if the cause or conduct is ultimately cured or corrected, Company may, in its reasonable discretion, determine that such circumstances, taken together, constitute a material breach.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c)



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was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 As between Company and Customer, Customer owns all right, title and interest in and to the Customer Data.

3.3 As between Company and Customer, Company owns and retains all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with support for the Services, (c) Company Confidential Information and/or Aggregated Data, and (d) all intellectual property rights related to any of the foregoing. "Aggregated Data" is anonymous, statistical, analytical and other aggregated data that is collected automatically while performing the Services for the main purpose of improving the Services and that does not personally identify Customer or its users. Aggregated Data cannot be re-identified.

3.4 There are no licenses by implication under this Agreement and no rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees, including processing fees, described in the Order Form for the Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change its pricing as set forth in Section 5.1 below. Company may offer promotional pricing or offers which shall be applicable solely while such promotion or offer lasts, at Company's sole discretion. Company does not provide price protection or refunds in the event of promotions or price decreases.

4.2 If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit, provided that (i) Customer pays all undisputed amounts when due; (ii) Customer identifies the specific charge(s) in dispute and provides a reasonably detailed written explanation of the basis for the dispute; and (iii) Customer reasonably cooperates with Company in investigating and resolving the dispute. Inquiries should be directed to Company's customer support department.

4.3 The Customer agrees to enroll in automatic billing. The customer will authorize the Company: (a) to initiate recurring automated clearing house (ACH) debit entries or debit card payments from the checking or savings account you specify, or (b) to initiate recurring charges from your specified credit card.

4.4. The amount debited from the customer's checking or savings account or charged to the customer's credit card every billing period will be the amount indicated on the Order Form, or, for any renewal term, the price as of the date of such renewal set forth in our pricing page (<https://ahoy.dockwa.com/marina-management/pricing>), plus additional charges billed to your account during the term, less credits or payments posted to your account. Once the enrollment is processed, all payments will be automatically withdrawn from the specified checking or savings account or charged to the designated credit or debit card at the beginning of each subscription term, unless the Customer cancels the subscription in accordance with section 5. Customer understands and agrees that if Customer suspends or terminates its payments (or its payment authorization), and Customer does not cure such payment breach as set forth in Section 5.2, Company may, in accordance with Section 2.5, suspend all Services, including suspending Company's transaction payouts to

Customer's bank account.

4.5 Company may choose to bill through an invoice, in which case full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice.

4.6 Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service.

4.7 Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

4.8 Payments by check must be mailed to:

Dockwa
P.O. Box 179
Freeport, ME 04032

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for an Initial Subscription Term of twelve (12) months, and shall be automatically renewed for additional periods of the same duration as the Initial Subscription Term (collectively, the Initial Subscription Term plus all renewal terms, the "Term"), unless either party requests not to renew at least thirty (30) days prior to the end of the then-current term. The pricing for any automatic renewal term will be the same as that during the immediately prior Subscription Term unless Company has given Customer written notice of a price change at least thirty (30) days before the end of the expiring Subscription Term, in which case the price change will be effective upon renewal. Customer understands and agrees that if Company agrees to provide Services to Customer in the future after Customer's subscription terminates for any reason, the amount Customer paid under any prior term or time period is not determinative of the amount Customer will pay should Company provide Services to Customer again.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement.

5.3 Customer will pay in full for the Services up to and including the last day on which the Services are provided. Company shall have the right to terminate this Agreement for convenience upon at least sixty (60) days prior written notice to Customer. If Company exercises such termination right, Company shall refund to Customer the amount of any pre-paid fees for the remainder of the terminated Term.

5.4 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES



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WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement, by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing.

The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense, (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY; (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

9.1. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicenseable by Customer except with Company's prior written consent.

Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement (and all documents incorporated herein) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. In the event of a conflict between this Agreement and any Order Form, or other document referencing this Agreement that is executed by both Parties, the Order Form shall govern. This Agreement, including each Order Form, shall prevail over any different, conflicting, inconsistent or additional terms contained in any purchase order or like document issued by Customer. All waivers and modifications to this Agreement must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. Customer agrees that, so long as this Agreement remains in effect, and for a period of two (2) year following the termination or expiration hereof, it will not directly solicit for employment the employees of Company without Company's prior written consent; provided, however, that the foregoing prohibition shall not preclude the hiring by Customer of any individual who responds to a general solicitation or advertisement, whether in print or electronic form, only job postings and social networking sites.

9.2. Company can change, update, add or remove provisions of this Agreement at any time by posting the updated version online and by providing a notice on the Services. Any changes will become effective for Customer after Customer's then-current subscription expires or terminates. If Customer does not agree with such changes, Customer may choose not to renew Customer's subscription even if Customer previously agreed to automatic renewal for payment. Company may make changes to the Services at any time, provided that Company shall not materially diminish the quality of the Services. We will not be liable to Customer or any third-party should we exercise our right to modify the Services.



Dockwa Optimize Tier Feature Offerings & Services Provided:

Dockwa is a unified marina operations & marketing software, connecting boaters to marinas in real time, online & by app. Marina operators use Dockwa to fill slips, delight boaters, and save time in their day.

- Marketplace listing
- Website booking form
- Promotions
- Unlimited requests & inquiries
- Waitlist
- Boater messaging
- Availability viewing
- Reservation charges
- Weekly/daily simple rates
- Installment rates
- Credit card processing
- Cash and check payments
- Assignments
- Dockwalk
- Recurring charges
- Contract charges
- Point of Sale
- Advanced rate configurations
- Auto confirm & Auto throttle
- Opening day management
- Digital contracts with e-signature
- Automated billing/invoicing
- The full suite of reports
- Business insights
- Automated and marina branded emails
- Revenue Allocation overrides
- Advanced Reports
- Premium advertising on Marinas.com
- Unlimited support & training

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING THE WETLANDS PERMIT APPLICATION
OF APPLICANT PAUL BETANCOURT

WHEREAS an application for a wetlands permit approval was filed by applicant Paul Betancourt with the Board of Trustees of the Village of Greenport; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Village of Greenport with respect to the wetlands permit application and the Board of Trustees of the Village of Greenport with regard to SEQRA, and completed a short form EAF for purposes of SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the consideration and approval of the wetlands permit application and it is further

RESOLVED that the Board of Trustees hereby determines that the approval of the wetlands permit application is an Unlisted Action for purposes of SEQRA; it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the approval of the wetlands permit application;

Will not have a significant negative impact on the environment in the action, and;

Will not result in a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels, substantial increase in solid waste production, a substantial increase in potential for erosion, flooding, leaching or drainage problems, and;

Will not result in the removal or destruction of large quantities of vegetation or fauna, substantial interference with the movement of any resident or migratory fish or wildlife species, impacts on habitats, or other significant adverse impact on natural resources, impairment of a critical environmental area and;

Will not result in the creation of a material conflict with a community's current plans or goals, and;

Will not result in the creation of a hazard to human health, and;

Will not result in a substantial change in land use, and;

Will not encourage or attract an additional large number of people to a place for more than a few days, and;

Will not result in the creation of a material demand for other actions, and;

Will not result in changes in two or more elements of the environment, each of which is not significant but when reviewed together are significant two or more related actions each of which is not significant but when reviewed together are significant.

RESOLVED that a conditional Negative Declaration is hereby adopted for purposes of SEQRA, and is subject to the following Conservation Advisory Council recommendations:

- Recognize the dock portion of the property as a marina instead of a private home dock, since Village Code allows only four (4) slips for a home dock. The property is located in the Waterfront Commercial District and must provide adequate off-street parking – recommended requirement of three for the two-family house on the property (as per Village Code) and one for each boat slip, for a total of nine.
- Require a sanitary pump-out station.
- Flow-through decking for the new fixed dock portion should be designed and installed as flow-through to provide sunlight to marine bottom vegetation and surge control for extreme high tides.
- Verify there is a minimum of thirty inches of water under the new floating dock at MLW, as required by the NYSDEC permit.
- Provide plans (if any) for lighting, water and shore power to the new dock section.
- This permit will be valid for two years, per Greenport Village Code.

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: February 28, 2022

Lisa Otis

Office of the Village Clerk
Village Hall
Village of Greenport
236 Third Street
Greenport, NY 11944

January 21, 2022

Dear Village Clerk:

Response To: Request For Proposal (RFP) issued by the Village of Greenport New York
for the Management of McCann Campground for the 2022 Season

In response to the above-referenced RFP, I propose the following scope of work and cost proposal for your consideration.

Opening & Closing Season:

- Clean-up of signage, office and bathrooms.
- Prepare campsites for campers and grounds by weed whacking and grass cutting where village equipment cannot reach.
- Verify that electricity, gas and water are turned on by village staff and working properly. Will notify village of any repairs to water/electricity prior to opening.
- Call to arrange waste management and gas delivery for the start of the season.
- Prepare campground for close of season and work with village to communicate year end procedure.
- Inform village when all trailers are removed from grounds to allow for services to be turned off at the end of the season.

Rents:

- Collect rents and fees when due and deliver to the receipts to the Village offices on a mutually agreed upon schedule.
- Maintain copies of daily records and seasonal camper information and work with village to maintain accurate records for accounting.

Grounds:

- Prepare campsites for opening day following spring leaf clean-up and removal by the Village.
- Prepare grounds for opening day and maintain throughout season to ensure a clean and

welcoming campground. Includes grass cutting and weed whacking where village equipment cannot reach (around campsites & picnic tables, office/ restrooms areas). Remove any refuse left behind, arranging picnic tables and firepits, make sure all planter boxes are planted and maintained for the season.

- Clean and paint bathrooms and signage as needed.
- Maintain entrance into campground for cleanliness and welcoming atmosphere.
- Notify Village staff electricians for repairs needed to maintain utilities and assure they remain working properly throughout the season and prepared to turn off at the end of the season.
- My proposal does not include spring leaf clean-up and removal, tree trimming, removal of downed large branches and stumps.

Bathroom Facilities:

- I will clean and maintain the bathrooms which will include daily checking, cleaning and disinfecting of high touch points and traffic areas to avoid the spread of Covid-19.
- Restock the bathrooms as need with supplies provided by the Village.
- Ensure that each bathroom is prepared and cleaned prior to opening day.
- Notify village of any necessary repairs.
- Keep track of cleaning and paper product supplies needed and refill as needed with Village supplies or will purchase myself and submit receipts for reimbursement.

Point of Contact for Campers:

- As a point of contact for all campers throughout season, I will handle camper inquiries, reservations and concerns. Resolve any conflicts as necessary.
- Off season, I propose to maintain limited phone hours to ensure seamless booking of reservations and organization for upcoming season. This activity will help maintain constant relations with both seasonal and transient campers and minimize mistakes due to overbooking.
- Will work with Village staff to process deposits off season.

Relevant Experience/Capabilities:

After the sudden passing of the prior Campground Manager in January of 2021, I applied and was chosen to be the Campground Manager for the 2021 Season. After having been a seasonal resident of the campground for eight years, I believe that my knowledge of the campground and my fortitude enabled me to provide a smooth transition with regard to reservations and campground operations on short notice. I provided the Village with a fully booked campground and a successful season. In addition, I established relationships with new and existing campers and worked hard to maintain the friendly rustic atmosphere that McCann's Campground is known for. I diligently worked with the Village to secure much needed repairs and improvements that were appreciated by the campers. Physically active, I was able to multitask and maintain order in a faced pace environment. As a camping and outdoor enthusiast, I am knowledgeable and capable enough to help campers with problems that may arise. On the other hand, I know when to alert the Village of issues that may arise that are beyond my capabilities and work with them for a proper solution.

I welcome the opportunity to return as Campground Manager and build on some of the accomplishments and friendships that I was able to achieve during the 2021 season.

Cost Proposal

My cost proposal for a one (1) year contract for the period April 1, 2022 through March 31, 2023 (to include assisting Village with off-season reservations) is:

Labor cost - \$15.00 per hour.

- Includes a minimum of fifteen (15) hours per week. During season, will work on-site five (5) days per week which will include one (1) weekend day.
- April and November - work on-site as necessary.
- December, January, February and March (off-season) - work 5-7 hours per month to assist the Village with reservations and charges.
 - In addition, I am willing to work up to thirty 30 hours per week, if necessary and warranted (holidays, maritime festival, opening week, etc.).

Full cost of trailer space for the full season, April – October. To include November if the campground stays open.

Respectfully Submitted,

Lisa Otis

2021 Service Award Program Firefighter Records
 Village of Greenport Service Award Program

Service 2021

Last Name	First Name	MI	Date of Birth	Gender	Credit	Points	Mailing Address	City, State & Zip	Status
1	Aguilera	Hermogenes	[REDACTED]		1	82	[REDACTED]	Greenport, NY 11944 Greenport, NY 11958	Active
2	Breese II	Harry	[REDACTED]	R.	28	85	[REDACTED]	Greenport, NY 11944	Active
3	Britt	Harley	[REDACTED]		1	29	[REDACTED]	Greenport, NY 11944	Active
4	Bumble	Samantha	[REDACTED]	C.	7	43	[REDACTED]	Greenport, NY 11944	Active
5	Bumble III	Charles	[REDACTED]		6	45	[REDACTED]	East Maken, NY 11939 Greenport, NY 11944	Active
6	Carey	Patrick	[REDACTED]	J.	31	50	[REDACTED]	Greenport, NY 11944	Active
7	Carrig	Melinda	[REDACTED]		1	28	[REDACTED]	Southold, NY 11971	Active
8	Clark	James	[REDACTED]	B.	13	86	[REDACTED]	Greenport, NY 11944	Active
9	Corazzini	Jeffrey	[REDACTED]	L.	10	29	[REDACTED]	Greenport, NY 11944	Active
10	Corwin	Norma	[REDACTED]	J.	18	144	[REDACTED]	Greenport, NY 11944	Active
11	Corwin	Robert	[REDACTED]	J.	0	131	[REDACTED]	Greenport, NY 11944	Active
12	Corwin	Robert	[REDACTED]	E.	20	155	[REDACTED]	Greenport, NY 11944	Active
13	Corwin	Scott	[REDACTED]		30	73	[REDACTED]	Greenport, NY 11944	Active
14	Creedon	Daniel	[REDACTED]	B.	18	124	[REDACTED]	Greenport, NY 11944	Active
15	DeKerillis	Alain	[REDACTED]	V.	28	167	[REDACTED]	Greenport, NY 11944	Active
16	Detrick	Gary	[REDACTED]		12	37	[REDACTED]	Southold, NY 11971	Active
17	Diaz	Juan	[REDACTED]		0	87	[REDACTED]	East Marion, NY 11939	Active
18	Ellis	Scott	[REDACTED]		1	33	[REDACTED]	Southold, NY 11971	Active
19	Ferguson	Peter	[REDACTED]		1	72	[REDACTED]	Greenport, NY 11944	Active

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2021 Service Award Program Firefighter Records

Village of Greenport Service Award Program

Service 2021

Last Name	First Name	MI	Date of Birth	Gender	Credit	Points	Mailing Address	City, State & Zip	Status
20 Ferrari	Dakoda	H.	[REDACTED]	H.	1	28	[REDACTED]	Greenport, NY 11944	Active
21 Ficurilli	Michael		[REDACTED]		17	80	[REDACTED]	Greenport, NY 11944	Active
22 Flora	Michael		[REDACTED]		4	29	[REDACTED]	Greenport, NY 11944	Active
23 Garcia-Dinizio	Gloria	C.	[REDACTED]	C.	0	28	[REDACTED]	Greenport, NY 11944	Active
24 Golden	Danielle	R.	[REDACTED]	R.	11	28	[REDACTED]	Greenport, NY 11944	Active
25 Grattan	Timothy		[REDACTED]		2	39	[REDACTED]	Greenport, NY 11944	Active
26 Gray	Sally	A.	[REDACTED]	A.	2	117	[REDACTED]	Southold, NY 11971	Active
27 Grilli	Jared		[REDACTED]		1	28	[REDACTED]	Greenport, NY 11944	Active
28 Grilli	Jennifer	A.	[REDACTED]	A.	11	50	[REDACTED]	Greenport, NY 11944	Active
29 Grilli	John	D.	[REDACTED]	D.	18	65	[REDACTED]	Greenport, NY 11944	Active
30 Hanold	Christopher		[REDACTED]		1	29	[REDACTED]	Southold, NY 11971	Active
31 Hanold	Christopher	T.	[REDACTED]	T.	8	96	[REDACTED]	Southold, NY 11971	Active
32 Harris	Clifford	J.	[REDACTED]	J.	25	53	[REDACTED]	Greenport, NY 11944	Active
33 Harvey	Russell	W.	[REDACTED]	W.	1	67	[REDACTED]	Greenport, NY 11944	Active
34 Hollid	Scott	E.	[REDACTED]	E.	9	96	[REDACTED]	Greenport, NY 11944	Active
35 Hubbard Jr.	George	W.	[REDACTED]	W.	32	80	[REDACTED]	Greenport, NY 11944	Active
36 Hughes	Colleen	L.	[REDACTED]	L.	15	127	[REDACTED]	Greenport, NY 11944	Active
37 Hydell	Carol	A.	[REDACTED]	A.	10	99	[REDACTED]	Peconic, NY 11958	Active
38 Jensen	Warren		[REDACTED]		32	94	[REDACTED]	Greenport, NY 11944	Active

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2021 Service Award Program Firefighter Records
Village of Greenport Service Award Program

Last Name	First Name	MI	Date of Birth	Gender	Credit	Points	Service 2021	Mailing Address	City, State & Zip	Status
39 Jimenez	Susano				31	41			Greenport, NY 11944	Active
40 Jobes	Craig	D.		D.	1	123			Greenport, NY 11944	Active
41 Johnson	Craig	M.		M.	9	116			Greenport, NY 11944	Active
42 LaDu	Claudia				0	28			Greenport, NY 11944	Active
43 Manwaring	Wayde	T.		T.	32	159			Greenport, NY 11944	Active
44 Martocchia	Jerome	A.		A.	11	67			Greenport, NY 11944	Active
45 Melly	Megan	S.		S.	3	28			Greenport, NY 11944	Active
46 Miller	Wayne	D.		D.	19	101			Greenport, NY 11944	Active
47 Milovich Jr.	Joseph	P.		P.	23	88			Greenport, NY 11944	Active
48 Morris	Greg				1	31			Greenport, NY 11944	Active
49 Myslborski	Linda	M.		M.	8	61			East Marion, NY 11939	Active ^{left} dept
50 Narkiewicz	Piotr				0	105			Greenport, NY 11944	Active
51 Nyce	David				5	139			Greenport, NY 11944	Active
52 O'Brien	Michael	G.		G.	1	92			Greenport, NY 11944	Active
53 Piel	Jeffrey	S.		S.	1	39			Greenport, NY 11944	Active
54 Pirillo	James	A.		A.	32	90			Greenport, NY 11944	Active
55 Pope	George	H.		H.	13	71			Greenport, NY 11944	Active
56 Purcell	Ryan				10	72			Greenport, NY 11944	Active
57 Quillin	Michael	T.		T.	29	105			Greenport, NY 11944	Active

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2021 Service Award Program Firefighter Records
Village of Greenport Service Award Program

Last Name	First Name	MI	Date of Birth	Gender	Service 2021 Credit Points	Mailing Address	City, State & Zip	Status
58 Raynor	Dale	K.	[REDACTED]	K.	7	[REDACTED]	Greenport, NY 11944	Active
59 Reed	Taylor		[REDACTED]		1	[REDACTED]	Greenport, NY 11944	Active
60 Rosa	Lisa	A	[REDACTED]	A	13	[REDACTED]	Peconic, NY 11958	Active
61 Ruffner	William	A.	[REDACTED]	A.	19	[REDACTED]	Greenport, NY 11944	Active
62 Rung	Rosalie		[REDACTED]		2	[REDACTED]	Greenport, NY 11944	Active
63 Rutkowski	Stephen		[REDACTED]		3	[REDACTED]	Greenport, NY 11944	Active
64 Spinozzi	Matthew		[REDACTED]		4	[REDACTED]	Southold, NY 11971	Active
65 Strickland	Samuel	G.	[REDACTED]	G.	1	[REDACTED]	Greenport, NY 11944	Active
66 Sweetland	Jessica	A.	[REDACTED]	A.	0	[REDACTED]	Greenport, NY 11944	Active
67 Tejada	Yira		[REDACTED]		1	[REDACTED]	Greenport, NY 11944	Active
68 Thorp	Thomas	F.	[REDACTED]	F.	10	[REDACTED]	Greenport, NY 11944	Active
69 VanEffen	George	W.	[REDACTED]	W.	30	[REDACTED]	Greenport, NY 11944	Active
70 Verity	Michael	J.	[REDACTED]	J.	16	[REDACTED]	Greenport, NY 11944	Active
71 Verley	Joseph		[REDACTED]		1	[REDACTED]	Greenport, NY 11944	Active
72 Vollinski	Darryl	F.	[REDACTED]	F.	32	[REDACTED]	Greenport, NY 11944	Active
73 Vollinski III	Antone	F.	[REDACTED]	F.	32	[REDACTED]	Greenport, NY 11944	Active
74 Weingart	Jeffrey	L.	[REDACTED]	L.	19	[REDACTED]	Greenport, NY 11944	Active
75 Zamayar	Elias		[REDACTED]		2	[REDACTED]	Greenport, NY 11944	Active
76 Zurek	Gregory	R.	[REDACTED]	R.	31	[REDACTED]	Greenport, NY 11944	Active

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2021 Service Award Program Firefighter Records
Village of Greenport Service Award Program

Last Name	First Name	MI	Date of Birth	Gender	Service 2021		Mailing Address	City, State & Zip	Status
					Credit	Points			
77 Zurek	Stanley	J.	[REDACTED]	J.	32	83	[REDACTED]	Greenport, NY 11944	Active
78 Andrews	Allan	G.	[REDACTED]	G.	22	0	[REDACTED]	Summerville, SC 29483-7548	Entitled 4/2013
79 Barszczewski	Joseph	F.	[REDACTED]	F.	32	68	[REDACTED]	Greenport, NY 11944	Entitled 1/2003
80 Birmingham	Kenneth	J.	[REDACTED]	J.	7	41	[REDACTED]	Mattituck, NY 11952	Entitled 11/2017
81 Bumble	Lawrence	[REDACTED]	[REDACTED]	[REDACTED]	18	0	[REDACTED]	Greenport, NY 11944	Entitled 10/2016
82 Butler	Michael	J.	[REDACTED]	J.	3	77	[REDACTED]	Greenport, NY 11944	Entitled 10/2015
83 Capon	George	F.	[REDACTED]	F.	32	120	[REDACTED]	Greenport, NY 11944	Entitled 6/1996
84 Clark	Jeffrey	P.	[REDACTED]	P.	32	93	[REDACTED]	Greenport, NY 11944	Entitled 11/2018
85 Clark III	Henry	A.	[REDACTED]	A.	6	31	[REDACTED]	Greenport, NY 11944	Entitled 8/2012
86 Corwin	Everett	E.	[REDACTED]	E.	14	113	[REDACTED]	Greenport, NY 11944	Entitled 4/2012
87 Corwin	Raymond	P.	[REDACTED]	P.	31	0	[REDACTED]	Placida, FL 33946	Entitled 3/2016
88 Costas	Thomas	[REDACTED]	[REDACTED]	[REDACTED]	8	65	[REDACTED]	Greenport, NY 11944	Entitled 1/2014
89 Coulter Jr.	William	T.	[REDACTED]	T.	6	0	[REDACTED]	Delray Beach, FL 33483	Entitled 1/1995
90 DeFrancesco	James	[REDACTED]	[REDACTED]	[REDACTED]	1	113	[REDACTED]	Greenport, NY 11944	Entitled 1/2021
91 Dinizio	Anthony	P.	[REDACTED]	P.	10	34	[REDACTED]	Greenport, NY 11944	Entitled 1/1995
92 Hamilton Jr.	Robert	[REDACTED]	[REDACTED]	[REDACTED]	32	89	[REDACTED]	Greenport, NY 11944	Entitled 12/2012
93 Harris	Peter	W.	[REDACTED]	W.	32	108	[REDACTED]	Greenport, NY 11944	Entitled 4/2018
94 Heaney	Bernard	A.	[REDACTED]	A.	6	0	[REDACTED]	Pine Plains, NY 12567	Entitled 1/1995
95 Hulse	Richard	A.	[REDACTED]	A.	12	0	[REDACTED]	Fort Lawn, SC 29714-8825	Entitled 8/2007

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2021 Service Award Program Firefighter Records

Village of Greenport Service Award Program

Service 2021

Last Name	First Name	MI	Date of Birth	Gender	Credit	Points	Mailing Address	City, State & Zip	Status
96 Huzsek	Andrew	H.	[REDACTED]	H.	32	79	[REDACTED]	Greenport, NY 11944	Entitled 3/2017
97 Hydell Sr.	Charles	F.	[REDACTED]	F.	11	90	[REDACTED]	Peconic, NY 11958	Entitled 9/2014
98 Jensen	Richard	W.	[REDACTED]	W.	10	0	[REDACTED]	East Marion, NY 11939	Entitled 9/2019
99 Jester	Robert	W.	[REDACTED]	W.	31	80	[REDACTED]	Greenport, NY 11944	Entitled 9/2012
100 Kalin	James	H.	[REDACTED]	H.	19	153	[REDACTED]	Greenport, NY 11944	Entitled 5/2016
101 Kumjian	Claude	L.	[REDACTED]	L.	18	28	[REDACTED]	Greenport, NY 11944	Entitled 5/2016
102 Lehmann	Robert	H.	[REDACTED]	H.	20	0	[REDACTED]	Greenport, NY 11944	Entitled 5/2016
103 Luke	Alexander	O.	[REDACTED]	O.	31	96	[REDACTED]	Greenport, NY 11944	Entitled 11/2016
104 Maloney	Michael	[REDACTED]	[REDACTED]	[REDACTED]	1	0	[REDACTED]	Greenport, NY 11944	Entitled 12/2009
105 Manwaring	Julia	[REDACTED]	[REDACTED]	[REDACTED]	11	129	[REDACTED]	Greenport, NY 11944	Entitled 12/2021
106 Marczewski	Macy	W.	[REDACTED]	W.	29	99	[REDACTED]	Greenport, NY 11944	Entitled 10/2021
107 Musto	Francis	G.	[REDACTED]	G.	9	137	[REDACTED]	Greenport, NY 11944	Entitled 11/2013
108 Mysiborski	Henry	A.	[REDACTED]	A.	14	30	[REDACTED]	Greenport, NY 11944	Entitled 1/2013
109 Purcell	Bernard	G.	[REDACTED]	G.	32	121	[REDACTED]	Greenport, NY 11944	Entitled 5/2002
110 Rand	Charles	E.	[REDACTED]	E.	16	0	[REDACTED]	Greenport, NY 11944	Entitled 11/2021
111 Reiss	Helen	L.	[REDACTED]	L.	7	126	[REDACTED]	Greenport, NY 11944	Deceased 2021
112 Rempe Jr.	Frederick	J.	[REDACTED]	J.	14	90	[REDACTED]	Greenport, NY 11944	Entitled 1/2015
113 Richter	Michael	J.	[REDACTED]	J.	32	112	[REDACTED]	Greenport, NY 11944	Entitled 2/2017
114 Sieban	Edward	T.	[REDACTED]	T.	25	0	[REDACTED]	Greenport, NY 11944	Entitled 5/2019
								Greenport, NY 11944	Deceased 2021

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2021 Service Award Program Firefighter Records
Village of Greenport Service Award Program

Last Name	First Name	MI	Date of Birth	Gender	Service 2021		Mailing Address	City, State & Zip	Status
					Credit	Points			
115 Skrezec	John	C.	[REDACTED]	C.	32	37	[REDACTED]	Greenport, NY 11944	Entitled 2/2004
116 Staples	Halsey	A.	[REDACTED]	A.	32	100	[REDACTED]	Greenport, NY 11944	Entitled 8/2008
117 Tamin	John	E.	[REDACTED]	E.	32	105	[REDACTED]	Greenport, NY 11944	Entitled 2/2004
118 Walker Jr.	David	E.	[REDACTED]	E.	10	29	[REDACTED]	Greenport, NY 11944	Entitled 12/2012
119 Watkins Sr.	Thomas	R.	[REDACTED]	R.	24	0	[REDACTED]	Norfolk, VA 23502	Entitled 5/2016
120 Wright	Richard	E.	[REDACTED]	E.	18	0	[REDACTED]	Greenport, NY 11944	Entitled 2/2019
121 Berry	James	R.	[REDACTED]	R.	26	0	[REDACTED]	Lake Havasu City, AZ 86406	Term. Vested 2016
122 Biggs	Jeffrey	S.	[REDACTED]	S.	6	0	[REDACTED]	Rockville, MD 20852	Term. Vested 2006
123 Blasko	Gary	C.	[REDACTED]	C.	19	0	[REDACTED]	Queensbury, NY 12804	Term. Vested 2008
124 Boyle	Robert	B.	[REDACTED]	B.	14	0	[REDACTED]	Queensbury, NY 12804	Term. Vested 2005
125 Capuano	Jeffery	[REDACTED]	[REDACTED]	[REDACTED]	10	0	[REDACTED]	Cookeville, TN 38501	Term. Vested 2009
126 Claudio	Anthony	M.	[REDACTED]	M.	7	0	[REDACTED]	Mattituck, NY 11952	Term. Vested 2006
127 Dimos	Paul	N.	[REDACTED]	N.	9	0	[REDACTED]	East Marion, NY 11939	Term. Vested 2017
128 Doucett Jr.	Robert	W.	[REDACTED]	W.	6	0	[REDACTED]	East Marion, NY 11939	Term. Vested 2002
129 Ferguson	Scott	A.	[REDACTED]	A.	5	0	[REDACTED]	Auburn, ME 04210	Term. Vested 2005
130 Ficurilli	Andrew	J.	[REDACTED]	J.	9	0	[REDACTED]	Southold, NY 11971	Term. Vested 2001
131 Hays Jr.	Spencer	B.	[REDACTED]	B.	9	0	[REDACTED]	Millbrook, NY 12545	Term. Vested 2020
132 Jenkins	Karolyn	A.	[REDACTED]	A.	9	0	[REDACTED]	Huntingdon, PA 16652	Term. Vested 2020
133 Jenkins Jr.	Thomas	W.	[REDACTED]	W.	5	0	[REDACTED]	Huntingdon, PA 16652	Term. Vested 2015

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2021 Service Award Program Firefighter Records

Village of Greenport Service Award Program

Service 2021

Last Name	First Name	MI	Date of Birth	Gender	Credit	Points	Mailing Address	City, State & Zip	Status
134 Klotz	Raymond	W.	[REDACTED]	W.	5	0	[REDACTED]	Miller Place, NY 11764	Term. Vested 1995
135 Klotzer Jr.	Kurt	F.	[REDACTED]	F.	10	0	[REDACTED]	Greenport, NY 11944	Term. Vested 2019
136 Manfredi	Christopher	W.	[REDACTED]	W.	9	0	[REDACTED]	Southold, NY 11971	Term. Vested 2002
137 Mazzei	Aileen	C.	[REDACTED]	C.	6	0	[REDACTED]	Palm Coast, FL 32164	Term. Vested 2020
138 McNeill	William	F.	[REDACTED]	F.	8	0	[REDACTED]	Greenport, NY 11944	Term. Vested 2019
139 Parker	Jason	M.	[REDACTED]	M.	7	0	[REDACTED]	Greenport, NY 11944	Term. Vested 2018
140 Rhodes	Larry	R.	[REDACTED]	R.	9	0	[REDACTED]	Lake Ronkonkoma, NY 11779 Seaside Beach, NY 11789	Term. Vested 2008
141 Rische	Gregory	A.	[REDACTED]	A.	9	0	[REDACTED]	Greenport, NY 11944	Term. Vested 2007
142 Santacroce	Joseph	A.	[REDACTED]	A.	17	0	[REDACTED]	Yaphank, NY 11980	Term. Vested 2012
143 Sledjeski	Patricia	A.	[REDACTED]	A.	5	0	[REDACTED]	Greenport, NY 11944	Term. Vested 2010
144 Staples	Brian		[REDACTED]		6	0			Term. Vested 2008
145 Stoner	Gary	J.	[REDACTED]	J.	8	4	[REDACTED]	Greenport, NY 11944	Term. Vested 2020 ACTIVE
146 Tonyes	Donald	H.	[REDACTED]	H.	7	0	[REDACTED]	Greenport, NY 11944	Term. Vested 1995
147 Urban	Brian	C.	[REDACTED]	C.	6	0	[REDACTED]	Islip, NY 11751	Term. Vested 2001
148 Urban	Kevin	L.	[REDACTED]	L.	8	0	[REDACTED]	Kissimmee, FL 34746	Term. Vested 2005
149 Wright	William	W.	[REDACTED]	W.	9	0	[REDACTED]	Orient, NY 11957	Term. Vested 2020

2021 Service Award Program Firefighter Records
 Village of Greenport Service Award Program

Last Name	First Name	MI	date of birth	gender	past credit points	2021 points	mailing address	city, state, Zip	company
Arnold	Jordan		[REDACTED]	M	0	60	[REDACTED]	Greenport, NY 11944	Standard Hose Co. #4
Barszczewski, III	Joseph		[REDACTED]	M	0	28	[REDACTED]	Greenport, NY 11944	Eagle Hose Co. #1
Betz	James		[REDACTED]	M	0	12	[REDACTED]	Greenport, NY 11944	Standard Hose Co. #4
Brennan	Patrick		[REDACTED]	M	0	6	[REDACTED]	Greenport, NY 11944	Star Hose Co. #3
Buchanan	Shawn		[REDACTED]	M	0	80	[REDACTED]	Greenport, NY 11944	Standard Hose Co. #4
Creighton	Ryan		[REDACTED]	M	0	36	[REDACTED]	Greenport, NY 11944	Relief Hose Co. #2
Diaz	Nicolas		[REDACTED]	M	0	4	[REDACTED]	Southold, NY 11971	Standard Hose Co. #4
Edwards	Alson		[REDACTED]	M	0	6	[REDACTED]	Greenport, NY 11944	Phenix H & L Co. #1
Fogarty	Jonathan		[REDACTED]	M	0	46	[REDACTED]	Greenport, NY 11944	Standard Hose Co. #4
Gray	Enya		[REDACTED]	F	0	6	[REDACTED]	Southold, NY 11971	Rescue Squad
King	Kendra		[REDACTED]	F	0	2	[REDACTED]	Greenport, NY 11944	Star Hose Co. #3
Mantzopoulos	John		[REDACTED]	M	0	39	[REDACTED]	Greenport, NY 11944	Star Hose Co. #3
Petrigliano	Victor		[REDACTED]	M	0	2	[REDACTED]	Greenport, NY 11944	Rescue Squad
Robins	William		[REDACTED]	M	0	104	[REDACTED]	East Marion, NY 11939	Standard Hose Co. #4
Stoner	Kelly		[REDACTED]	F	0	1	[REDACTED]	Greenport, NY 11944	Rescue Squad
Trapani	Heather		[REDACTED]	F	0	74	[REDACTED]	Greenport, NY 11944	Phenix H & L Co. #1