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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
October 28, 2021
7:00 P.M.

B E F O R E:

- GEORGE HUBBARD, JR. - MAYOR
- JACK MARTILOTTA - DEPUTY MAYOR
- 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 (All stood for the Pledge of Allegiance)

5 MAYOR HUBBARD: Please remain standing for a
6 moment of silence for Alice G. Quinn, Roger C. Stakey,
7 Greater Greenport resident Frederick "Fritz"
8 Thomas Roemer, and Southold resident Gayle Kaplan.

9 (All Remained Standing for a Moment of Silence)

10 MAYOR HUBBARD: Thank you. Okay. I've got
11 several announcements.

12 The annual Halloween Parade scheduled to
13 take place on October 30th has been cancelled,
14 owing to the predicted inclement weather.

15 The scavenger hunt will take place
16 throughout participating businesses in the Village
17 on both Saturday and Sunday. It's unfortunate we
18 had to do that, but the weather on Saturday does
19 not look very well.

20 They are still doing the Trunk or Treat.
21 It's going to be on Sunday from 2 to 6?

22 TRUSTEE PHILLIPS: She didn't say.

23 CLERK PIRILLO: Three to 7.

24 MAYOR HUBBARD: I think when I saw that --

25 CLERK PIRILLO: Three to 7?

1 The November Regular Meeting of the Board of
2 Trustees will be held on November 29th, 2021.

3 The Village of Greenport Housing Authority
4 is actively seeking a new Member.

5 The State is conducting a survey as part of
6 the Comprehensive Broadband Connectivity Act to
7 study the availability, reliability and cost of
8 broadband and high-speed internet services. The
9 link for the survey participation is:
10 www.empirestatebroadband.com.

11 Liquor License Notice: A new application
12 was made by "Keith Bavaro or corporation to be
13 formed" for the location at 207 Front Street, as
14 received by the Clerk's Office on September 27th.

15 We were going to have a presentation this
16 evening from Dave Holler of ParkMobile about
17 parking meters and systems for downtown. That has
18 been cancelled. We're going to schedule it for a
19 later date, maybe next month, maybe after, we're
20 not sure yet, something came up.

21 Okay. Now we'll go to public to address the
22 Board. Anybody from the public wish to address
23 the Board? Your name and address for the record,
24 so --

25 MARY YOURCH: I'm Mary Yourch, 15 Stirling

1 Cove, Greenport.

2 I have just one question. Having reviewed
3 the decision on the affordable housing, I have one
4 question. How are these people going to be
5 selected? We did suggest a lottery, but I have no
6 indication of how people are going to be selected.
7 Thank you.

8 MAYOR HUBBARD: Okay. Thank you.

9 JOE COCANOWER: My name is Joe Cocanower, I
10 live at 299 Shade Tree Lane, Riverhead, New York.
11 I emailed -- I was at the last meeting and I
12 emailed all the Board Members the questions I have
13 regarding the language as the qualification for
14 working in Greenport.

15 I had spoken to Mr. Hubbard in the past and
16 he had told me that the business had to reside or
17 had to be based in Greenport, and the current
18 wording does not say that it has to be within the
19 limits or in the boundaries of Greenport. So my
20 question to the Board is that would that include
21 companies like Riverhead Building Supply, which
22 are based in Riverhead, or the Southold Police
23 Department, or the U.S. Postal Service, or the
24 Hospital, which is in -- is in Stony Brook, or my
25 company, North Ferry Company, which is in Shelter

1 Island? And that's my question. Thank you.

2 MAYOR HUBBARD: Okay. Thank you. I believe
3 per the stipulation, per legal interpretation and
4 everything else, it says reside in the school
5 district and reside in the -- reside in the school
6 district. Anybody else wish --

7 TRICIA HAMMES: Tricia Hammes, 603
8 Greenport -- 603 Main Street, Greenport. Sorry.

9 First off, I'd like to commend the Board for
10 starting discussions to address pressing issues
11 facing the Village community, including planning,
12 development and housing. I firmly believe that
13 the Village is at a tipping point, as is the
14 overall Town of the Southold. And there's going
15 to continue to be big money flooding the Village
16 and transforming it, unless the Board takes
17 actions to address some of these issues that have
18 been raised by various Trustees in recent
19 meetings.

20 I'd also particularly like to thank Trustees
21 Clarke, Phillips and Robins for standing up for
22 the need to ensure that the affordable units at
23 123 Sterling are subject to additional conditions
24 that are in line with the spirit and intent of the
25 settlement agreement, to ensure that these units

1 are directed at first-time homebuyers.

2 With respect to this evening's proposed
3 resolution for the covenants applicable to
4 123 Sterling, overall, I think that they're in
5 line with things that have been discussed and a
6 huge improvement over what was there before.

7 I think that there are two things that could
8 be really kind of -- well, one that needs to be
9 fixed in the language, which is the reference to
10 purchasers and owners in the covenants should be
11 revised to cover all residents. I think that was
12 discussed at the last work session. As it's
13 currently drafted, you could have, you know, a
14 husband or a wife buying a unit and have the other
15 spouse not comply with some of the other
16 provisions. So I think it would be -- really
17 behoove those references in the covenants to be
18 changed to refer to residents, people that are
19 going to reside in the units.

20 And then the other one that I think would be
21 really helpful would be to require that any
22 submission to the Housing Authority include a
23 certification that there are no agreements that
24 have been reached to the best knowledge of the
25 sponsor and the purchaser with respect to the

1 resale of the unit.

2 Other than that, you know, I hope you'll
3 maybe include those and try to -- try to fix them
4 if they're acceptable to the developer. But other
5 than that, thanks for doing a great job on those
6 points.

7 There's a couple of other issues, really one
8 principally that I would like to make a couple of
9 comments on this evening, in particular, the
10 discussions that have been taking place around
11 amendments to Section 150-16(A) and 115 --
12 150-16(G) of the Village Code relating to parking.

13 It's not really clear to me, in reviewing
14 the Village Board meetings, where amendments to
15 these sections have been discussed, whether the
16 Board is looking to amend these sections because
17 it's determined that there really is a parking
18 issue in the Village, or whether the intent is
19 more, or the reason this has come up is to be used
20 as kind of a way to address concerns about
21 development in the downtown area, which I -- if
22 that's the case, it seems to me that really needs
23 to be dealt with holistically through zoning and
24 planning provisions.

25 If the proposed -- if the proposal or the

1 thought is that we really are trying to address a
2 parking issue, it just seems to me that there's a
3 whole bunch of questions that the Board is going
4 to need to consider. First and foremost is what
5 is the parking problem we're trying to address
6 here? Is it that people can't find a parking spot
7 at all in the Village, or that they can't find the
8 optimal spot? I mean, it's been my experience,
9 and I've talked to a number of people, that the
10 lot over by the Seaport Museum more often than not
11 has capacity, that there's probably like 15 days
12 of the year where it's really tight and you can't
13 find a spot there, or you can't find a spot three
14 blocks outside of town, which to me is a -- you
15 know, a workable walkable distance, particularly
16 for people that are coming from out of town to
17 visit.

18 I think -- is the perceived issue -- is it a
19 perceived issue of commercial parking that's
20 overflowing into the residential areas? And if
21 that is the case, has a -- has an analysis been
22 done as to whether that's really all commercial
23 traffic that's causing those problems, for
24 instance, over on Central and Bay, or is it that
25 there are more Airbnbs, there are more short-term

1 rentals, there are more multi-families? And so in
2 my experience, again, has been even walking over
3 here this evening, I walk by houses that have two
4 or three families and it's just a line of cars
5 outside of those. That's not going to be fixed by
6 this, by just amending those grandfathering
7 provisions.

8 I just -- I'm really concerned that you go
9 down a route thinking like this is a solution
10 without having fully figured out the scope of the
11 problem and that we have unintended consequences.
12 I am concerned that in just kind of getting --
13 deleting the grandfathering and even playing
14 around with the money, what we're doing is we're
15 creating a situation where small local businesses
16 aren't going to be able to come into the Village
17 of Greenport, but deep pockets like a CVS will,
18 because they're not going to have a problem paying
19 for the payment in lieu of parking.

20 And I really think that those provisions,
21 changing them, have the potential to create a
22 number of unintended consequences that help big
23 money who doesn't really care and has the money to
24 spend, if you looked at what's happened over in
25 Montauk and other places.

1 I could probably raise a couple of other
2 points, but those are some of the big ones. I
3 mean, I appreciate that the Board is trying to do
4 something, I am really happy about that. I just
5 am very wary that we're looking for kind of an
6 easy solution to something that really is a much
7 deeper, bigger problem that we haven't fully
8 analyzed and fleshed out.

9 So I think, for instance, and then I guess
10 my last point would be, to me, a much more
11 pressing issue are the zoning provisions relating
12 to waterfront, commercial and retail. We've got a
13 number of big properties in the Village that are
14 on the market or could be on the market, and if we
15 don't deal with that and we try to deal with it
16 after they've been sold, we're going to have an
17 issue with people claiming -- making, you know,
18 claims of spot zoning and things like that. So my
19 personal view is that that's really the emergency
20 that needs to be addressed.

21 And finally, just as a -- in my -- that was
22 all in my personal capacity as a member of the
23 community. In my capacity as a Planning Board
24 member, I was wondering if there's any update on
25 filling the spot that's been empty since John

1 Cotugno's passing in early July, because I think
2 we've got at least one thing coming up that it
3 would be really helpful to have a full quorum.
4 And I know that there are people that have been
5 approached and/or have said that they'd be
6 willing, but we've been now I think four-plus
7 months without a fifth member. So it would be
8 really helpful. I know we're advertising to
9 get --

10 MAYOR HUBBARD: Somebody will be appointed
11 this month to that position.

12 PATRICIA HAMMES: Okay. Because I know
13 you're advertising for the Housing Authority, but
14 there was never any similar request with respect
15 to --

16 MAYOR HUBBARD: We have requested that, and
17 I have a list of names and all and somebody will
18 be appointed this month.

19 PATRICIA HAMMES: Okay, great, that's great.
20 So thank you all. Thank you for considering my
21 comments.

22 MAYOR HUBBARD: Okay. Thank you. Go ahead.

23 JOANNE KEHL: Hi. JoAnne Kehl, 242 Fifth
24 Avenue.

25 I recently had a conversation with Village

1 Administrator Paul Pallas on the curb cut -- can
2 you hear me?

3 MAYOR HUBBARD: Yeah.

4 JOANNE KEHL: On the curb cuts and driveway
5 openings at a proposed -- at a proposed two-lot
6 subdivision on Fifth Avenue.

7 Village Code 115-13, Road Openings, J. The
8 curb cuts and the driveway openings, any -- any
9 curb cut or driveway opening proposed in the
10 Village of Greenport onto a street owned by the
11 Village of Greenport will be considered a road
12 opening, and will be granted only upon the
13 approval of the Village Planning Board and the
14 Village of Greenport Board of Trustees. That's
15 what our code says. So the reply was, basically,
16 that as long as the Administrator has -- as long
17 as the Administrator has been with the Village,
18 which is since 2014, historically, the Planning
19 Board has approved the driveway openings, and the
20 Board of Trustee has nothing to do with this
21 process, which I don't understand, because I'm
22 going and reading what the code says. It's not
23 one or the other, it's and.

24 So I'm not sure how a subdivision can be
25 voted on by the ZBA without the Village Board

1 Planning Board and the Board of Trustees' approval
2 or denial. The driveway openings are included in
3 the subdivision. Like I said, they're not and
4 or or, meaning it's -- it reads and, not or,
5 meaning approval is needed from both Boards. One
6 would think that the Board of Trustees would make
7 the decision prior to the ZBA hearing.

8 The property with the existing two-family
9 home is proposed to have a 50-foot -- one 50-foot
10 lot, and with a 8-feet-7-inch wide by
11 16-feet-4-inches -- I'm a wreck. Sorry, I'm just
12 nervous. 16-feet-4-inch length of a one-car
13 driveway on -- on the north, and the new
14 10-foot-wide driveway on the south.

15 The vacation -- I mean, the vacant property,
16 50-foot-wide lot, would have a new opening as
17 well. So there's two driveway openings for one
18 50-foot lot, because my understanding, talking to
19 Paul, that one will be on the north side, the
20 other two will be on the south side. And then
21 with the new lot, there'll be another cut opening.
22 So in 100 feet, there's -- there is a proposed
23 three cuts for driveways in 100 feet. That's
24 crazy.

25 Now, as you all know how Fifth Avenue is, we

1 got our stop signs, although we're still having
2 people speeding up and down the road, there's a
3 lot of accidents. We've had many accidents on the
4 road. But due to these three driveway openings,
5 which would be two additional, by the way, and all
6 the congestion on Fifth Avenue, we'll lose even
7 more parking spaces that are valuable to that
8 street.

9 So, secondly, the Village Code of
10 150-16(A)(3) says three -- 300 square feet is
11 considered for one parking space, with a minimum
12 width of 10 feet and a minimum length of 20 feet.
13 So one parking space, 300 square feet, three
14 parking spaces for a two-family would be 900
15 square feet, basically. So if you only have a
16 10-foot length -- 10-foot-wide area, you've got to
17 have -- go down 90 feet in order to figure out
18 where your parking is going to be for this
19 two-family.

20 And what happens is it's taking -- the one
21 on the north side becomes totally nonconforming
22 when you're changing it over to a subdivision.
23 And that little piece that's not even wide enough,
24 because it doesn't even meet the 10-foot or the
25 20-foot, it is only that 7 feet -- 8-feet-7-inches

1 by 16-feet-4-inches. To me, I feel like that's a
2 problem, it's not meeting our code. So I would
3 expect there to be a variance for that as well,
4 being as it's undersized according to our code.

5 And recently, I just wanted to let you know
6 that because I'm -- we are going through this
7 subdivision with the ZBA on our street, that I
8 FOIed with the Town of Southold. Chief Flatley
9 was kind enough to give me information. I wanted
10 to know how many accidents in the last five years
11 did they have. Eight accidents were reported with
12 10 damaged vehicles, two were totaled. Four
13 accidents were not reported with police reports.
14 Three accidents were older than five years that I
15 know of, and one of those was totaled. Seventeen
16 damaged vehicles on Fifth Avenue in this short
17 period of time. The statistics do not include the
18 damaged vehicle that caused the issue. So that
19 would be an additional 15 vehicles added to the
20 17. That's a lot of accidents on one road in just
21 slightly over five years. That's over 2.4
22 accidents and 2.8 damaged cars per year on that --
23 on that 1,065 square -- I mean, 65-foot-long road.

24 I drive by in the morning, or get up early
25 in the morning, go at night, 23 to 25 vehicles are

1 parked on that short street up and down. We know
2 there's a problem there. And we also know that
3 the width is only -- we measured and it was only
4 29-feet-4-inches across from one side to the
5 other, even to get wider at the end of the street
6 because of the -- you know, the apron, the cut.

7 With this said, it is important for the
8 Village, Village Board of Trustees to be part of
9 the process to approve and disapprove road
10 openings. This is -- these are Village of
11 Greenport roads. The code requires Planning and
12 Trustee approval. Is the intent of the Board of
13 Trustees to approve or deny road openings? If so,
14 at this point -- at what point in the application
15 does the Board of Trustees get involved? Do we
16 know the answer?

17 MAYOR HUBBARD: We had a discussion about
18 this last month after another curb cut road
19 opening was being done by the parking area -- I
20 should say the loading zone area on Adams Street.
21 And a discussion ensued clarifying the code and
22 all with the Village Attorney and Village
23 Administrator, and we have not finalized the
24 discussion on that yet.

25 JOANNE KEHL: Okay. Do you expect an answer

1 some time soon or -- because the hearing is next
2 month for the ZBA, and I believe it's on my
3 birthday, 16th, so --

4 MAYOR HUBBARD: Okay.

5 MR. PROKOP: I'll give an opinion to the
6 Board --

7 JOANNE KEHL: Great.

8 ATTORNEY PROKOP: -- within a few days.

9 JOANNE KEHL: Awesome. Thank you.

10 MAYOR HUBBARD: What property are you
11 talking about? What's the --

12 JOANNE KEHL: This is 220 Fifth Avenue.

13 MAYOR HUBBARD: 220, okay.

14 JOANNE KEHL: Subdivision, two lots being
15 divided in half, basically.

16 Should a Notice of Disapproval -- if this is
17 said and done, because I feel that the parking --
18 that one parking area that they said is a parking
19 area -- now they always used to use the other for
20 in the wintertime, the big lot that they have in
21 the wintertime. So the one area that they have
22 for parking at the existing home is too small and
23 doesn't meet the code. So I would imagine that
24 should be part of a variance, no?

25 MAYOR HUBBARD: It should be. That's all

1 before the Planning Board and Zoning Board, so
2 we'd have to ask the Village Administrator on
3 that.

4 JOANNE KEHL: Paul?

5 MAYOR HUBBARD: I mean, you're asking a lot
6 of questions right now on a particular thing --

7 JOANNE KEHL: I know.

8 MAYOR HUBBARD: -- that we're not versed at
9 all on this.

10 TRUSTEE PHILLIPS: Actually, in all honesty,
11 George --

12 MAYOR HUBBARD: So that's something for the
13 public hearing that's goes to the Zoning Board.

14 JOANNE KEHL: I will tie this all in. I
15 will tie this all in.

16 MAYOR HUBBARD: Okay. I just --

17 TRUSTEE PHILLIPS: You're asking something
18 we've never even seen the application, so that's
19 not fair for us.

20 JOANNE KEHL: No, that's understandable. So
21 I just want to be clear that, you know, these
22 things are going to be, you know, handled. When
23 I -- I felt like when I was down talking to the
24 Village Hall, that I really wasn't getting
25 answers, and I sent out an email and I didn't get

1 a reply from that either. So I feel that if I'm
2 giving -- I'm working my bottom off to find out
3 what these codes are, and to find out what's best
4 for our neighborhood. And then I'm looking to see
5 if we can have some feedback. And I honestly get
6 yelled at every time I go there and I -- or I,
7 excuse me, call there. And I feel like I
8 shouldn't be put down like I know nothing. I read
9 the code and I learn. So when I get false
10 answers, you know, it would be nice if somebody
11 called me back and said, "Oh, you know what, I was
12 wrong and" -- "but this is what we're going to
13 do." Part of that did happen during this process,
14 not all of it, but part of that did happen and I
15 appreciate that.

16 But I'm looking to make sure that we're
17 going to tie this up before this hearing. That's
18 why I'm here tonight, because it's a big deal to
19 me. And if I don't voice my opinion, then
20 nothing's -- nothing's heard and nothing -- and
21 everything is dropped. So I'm just, you know,
22 advising.

23 MAYOR HUBBARD: Okay. If I could just ask,
24 who yelled at you from Village Hall?

25 JOANNE KEHL: I'd rather not say, I would

1 tell you privately.

2 MAYOR HUBBARD: Okay, because that's very
3 disrespectful for anybody at Village Hall to yell
4 at a taxpayer. Okay.

5 JOANNE KEHL: Yeah, my husband was there as
6 well.

7 MAYOR HUBBARD: Please let me know who
8 yelled at you and we will address that.

9 JOANNE KEHL: Thank you. Today's -- and I'd
10 also like to talk about the water main. So
11 Fifth Avenue, and this is on -- I'm really looking
12 at projects ahead and to put into our budget,
13 because we've had a lot of problems on Fifth
14 Avenue. Obviously, with the road being so narrow,
15 the normal width is 50. Our -- and just right
16 across the street from us, like I said, is
17 29-4-inches. And so that's -- that's an issue,
18 because it's so narrow, that's why we have all the
19 accidents.

20 So the water mains. Fifth Avenue water main
21 is a four-inch cast iron water main that -- that
22 were installed between 1890 and 1897, per the
23 Sanborn fire insurance maps. I looked that up
24 myself, although I don't -- could not tell what
25 day, you know, what year it was. I know there was

1 on -- it was not on there in 1890, but it was on
2 the map in 1897.

3 So Fifth Avenue has one of the oldest water
4 mains in the Village of Greenport. There's --
5 there's not even any update -- haven't been any
6 updates since they were installed. Of course,
7 there's been maintenance, maintenance by certain
8 people that need, because they have issues with
9 their homes, you know. So -- but that's not what
10 I'm talking about here, we're talking about a
11 main.

12 Today's water main standard requirements are
13 a minimum of six, six inches for the fire flow
14 water, and I'm sure you are well aware of that.
15 These four-inch pipes are corroded and clogged.
16 There's the -- there's the damage -- the danger of
17 the four-inch water pipe when there's a fire. We
18 actually have had this happen to a home on Kaplan
19 Avenue, which is only about 100, 150 feet away
20 from Fifth Avenue. It's just really an extension
21 of Fifth Avenue.

22 So the great -- the giant fire pumper trucks
23 that have been -- that we have today were able to
24 pull water from one hydrant to the corner of
25 Kaplan Avenue and West Street, but they could not

1 pull the water from the second hydrant with the
2 pumper near Kaplan Avenue -- north of Kaplan
3 Avenue, sorry. The fire hydrants have low flow,
4 and these giant pumpers can suck everything dry.
5 This -- the end result was the house, house burned
6 down. This is why the water mains are now
7 required to be a minimum of six inches.

8 There's -- we're not back in the 1800s
9 anymore. Like everything else, the water main of
10 Fifth Avenue needs to be updated, just like the
11 pumpers were. This is a big reason why the
12 four-inch water mains are a safety concern.
13 There's simply not enough water vying for a fire,
14 for the fire flow. Fifth Avenue has three fire
15 hydrants, with two having low flow. Again, not
16 enough to sustain a house fully engulfed in fire.

17 Does the Village intend to update Fifth
18 Avenue four-inch water main? I'm just really
19 actually putting it out there to put it in our
20 future budget. I mean, that is a big deal for us.
21 I sit on my porch, and, you know, you see all
22 these people that have problems.

23 I will tell you about the sewer line. Fifth
24 Avenue sewer lines are made of clay pipe. The
25 last time work was done in the sewer line was

1 around 1920, when the sewer pipe and pump stations
2 were built. It is a known fact that tree roots
3 grow right through them. The last two summers I
4 was sitting on my porch, quite often smells of
5 rotten sewage breeze by and linger. The Village
6 has done nothing to update these sewer lines.
7 Does -- can and will the Village take that into
8 consideration for another project?

9 I know it seems like a lot, but we -- our
10 street has been completely neglected, although
11 it's been paved, don't get me wrong. But you go
12 over -- you pave over what needs to be worked on,
13 and that does not make money sense to me.

14 MAYOR HUBBARD: Okay. I could tell you
15 we're doing fire hydrant testing this Sunday, and
16 there's a lot of areas throughout the Village that
17 have low flow, have old water mains, and it's a
18 problem throughout the whole Village. It's --
19 everything has been there for 100 years, so -- and
20 to replace all the sewer mains and all the water
21 mains would be a humongous undertaking, and we do
22 what we can as it's needed.

23 JOANNE KEHL: There are some six inch,
24 six-inch mains but, you know, with the people that
25 are wanting on -- like Fifth Avenue, they -- we

1 have two subdivisions coming up on Fifth Avenue.
2 That's two additional families on Fifth Avenue.
3 And, of course, there's more than two families, we
4 know, but not by record, that there's more than
5 two families living in a lot of these homes on
6 Fifth Avenue. I actually did a percentage and a
7 study of how many, and I think it was something
8 like 43%, without these two homes, additional
9 homes, additional homes, forty-three percent is
10 landlord-owned. So that's a big deal, that's a
11 big percentage for one small street of 1,000 feet.

12 So thank you for listening to me today, I
13 appreciate it.

14 MAYOR HUBBARD: Okay. Thank you.

15 Anyone else wish to address the Board? Okay.

16 PEGGY LAUBER: Hi. Peggy Lauber, 149 Sixth
17 Street.

18 I'm just getting concerned, because I can't
19 find anything on your website or in the agenda or
20 anything about the ice skating rink. Are you guys
21 planning to open the ice skating rink this year?

22 MAYOR HUBBARD: Yeah. We talked about it at
23 the work session last week.

24 PEGGY LAUBER: You did? Okay, because I
25 missed the work session, so I was going to say.

1 MAYOR HUBBARD: Okay.

2 TRUSTEE PHILLIPS: The other thing is on
3 the -- on the voucher, I do believe that there is
4 a repair bill, is there not, Peter? You did the
5 voucher.

6 MAYOR HUBBARD: Yeah, it's on the abstract
7 we're voting on this evening.

8 TRUSTEE PHILLIPS: Yeah, it's on the
9 voucher. There's a repair bill to fix what needs
10 to be fixed to open the skating rink.

11 PEGGY LAUBER: Because that was my next
12 question, because I know that there were some --

13 TRUSTEE PHILLIPS: There was a \$19,000 bill,
14 so I think we're committed to doing it.

15 PEGGY LAUBER: This has to do with the
16 compressors?

17 TRUSTEE PHILLIPS: Yes.

18 PEGGY LAUBER: So you guys are planning to
19 repair them?

20 TRUSTEE PHILLIPS: It got -- it's been
21 repaired.

22 TRUSTEE ROBINS: It's replaced, it's done.

23 TRUSTEE PHILLIPS: It's done.

24 PEGGY LAUBER: Very good news. Okay,
25 because that was my concern tonight. I just --

1 TRUSTEE PHILLIPS: Yeah.

2 PEGGY LAUBER: I looked and I didn't find
3 anything about it, and I thought it's November
4 coming up and usually the skating rink opens in
5 early December. And it's the centerpiece of the
6 Village in the winter, so that's wonderful news.
7 Okay.

8 And then the other thing I just wanted to
9 remind you all, that when you have finished with
10 the mini train, I really would like, on behalf of
11 North Fork Audubon Society, to work with the
12 Village and the Rotary on the rest of the woods
13 there, the nature trails, that they really need
14 some attention. And, you know, right -- I know
15 you can't address it right now, but we need to --
16 we need to address it. It's important, it's
17 important to a lot of people, and it's important
18 to the woods. So thank you.

19 MAYOR HUBBARD: Thank you.

20 TRUSTEE CLARKE: Mr. Mayor.

21 MAYOR HUBBARD: What's that?

22 TRUSTEE CLARKE: May I?

23 MAYOR HUBBARD: Yeah, go ahead. Hang on one
24 second.

25 TRUSTEE CLARKE: I just -- last week we

1 spoke about potential grants, and one of the
2 subjects that was discussed was potential
3 infrastructure money that could help us with
4 improving the trail. So it's not forgotten, it's
5 on everyone's mind that's here.

6 PEGGY LAUBER: Wonderful news.

7 TRUSTEE CLARKE: Thank you, Mr. Mayor.

8 MAYOR HUBBARD: Okay. Go ahead, Randy.

9 RANDY WADE: Hi. Randy Wade, Sixth Street,
10 Greenport.

11 I don't know if -- well, anyway, Mary Bess,
12 I know you're on the Transportation Commission as
13 the Co-Chair of the Commission. We're having a
14 bicycle listening session for anybody who has an
15 interest in improving the situation for bicycle.
16 Bicyclists are letting us know what it is they
17 like and don't like. And, also, it would be good
18 for businesses that want to cater to that market,
19 or anybody's who's concerned about traffic and
20 wants -- thinks the shift to -- would help modal
21 ship -- shift. So I have fliers here, if anybody
22 would want, and it is November 10th at 10 -- at
23 7 p.m. at the Recreation Center.

24 On another thing, I was just looking at this
25 schedule. We have 100-foot heavy duty aerial

1 tower. Does that mean the ladder goes up 100
2 feet?

3 MAYOR HUBBARD: It's a 100-foot ladder, yes.

4 RANDY WADE: I'm just wondering, because we
5 don't have very -- that -- very tall buildings.
6 Is that needed to be at an angle to somehow get to
7 the back of the building?

8 MAYOR HUBBARD: Because if you're out in the
9 street and you need to reach over a three-story
10 building --

11 RANDY WADE: Ah.

12 MAYOR HUBBARD: -- you need the length to be
13 able to go from here to there, because you're not
14 going straight up.

15 TRUSTEE PHILLIPS: It doesn't go straight
16 up, it goes at an angle.

17 RANDY WADE: Thank you. That makes a lot of
18 sense.

19 MAYOR HUBBARD: For safety reasons, the
20 truck is far enough away so it's not being
21 damaged.

22 RANDY WADE: Thank you. And then, I guess,
23 if you vote on the agreement, there's no chance
24 for it to be a lottery. But I had wished it would
25 be a lottery, and that perhaps the developer for

1 123 Sterling could even propose it himself, and he
2 could take, you know, a dozen prequalified people
3 who are applying and, you know, pull, pull
4 numbers, rather than, you know -- and then whoever
5 is the first number, if they don't qualify, or
6 whatever, he'd go down the list. But that would
7 really show that it was -- there's -- you know,
8 it's all being done fairly. Thanks.

9 MAYOR HUBBARD: Okay. Thank you. Anybody
10 else wish to address the Board?

11 FRANK MACKEN: Hi. Frank Macken, 138
12 Sterling Avenue.

13 So I was looking -- I was interested in the
14 discussion last week at the work session about the
15 affordable housing. It's something I'm -- I have
16 a lot of experience in, and something that's
17 really important. I think it's certainly the --
18 every newspaper these days has an article about
19 it. I think that I looked at what was -- I looked
20 at what was discussed and I looked at what was --
21 what is being proposed, and I think -- I think
22 there are a couple of things that could be
23 improved on, I think that should be improved on.

24 I think unless the income restrictions
25 continue after the first resale, then we just lose

1 that affordable housing. And since we've already
2 lost the waterfront commercial in that building,
3 then that building just becomes purely
4 residential, which was not the intention of the
5 stipulation in the first place.

6 So I think that they should be -- the income
7 restrictions could continue. This is a standard
8 thing. Also a standard is that people do not make
9 a profit for the first five years. I think the
10 idea that it's -- that it's a permanent -- their
11 primary residence, rather, is a great idea.

12 And I agree with -- I think -- thank you all
13 for taking on board the income restrictions, and
14 just that -- but that the -- what we need for
15 Greenport is affordable housing. Obviously, we
16 need that, we need it everywhere. Southold Town
17 is a bit more progressive than Greenport has been
18 so far. I know numerous -- a number of ideas have
19 been presented over the last few years by myself
20 and other people as regards things that could be
21 done for affordable housing, such as accessory
22 buildings, apartments. And just, you know, it's
23 just -- these are things that are crying out to be
24 done, but they're not -- they haven't been done.

25 When I asked at this meeting last year, when

1 I asked did the building -- did the Village
2 have -- we were discussing these affordable units
3 that are coming up, because at that point, I said
4 the very least that Greenport should get out of
5 this whole building and this whole issue, a very
6 controversial development at 123, was viable
7 waterfront commercial space and affordable -- and
8 permanent affordable housing. And so we've lost
9 commercial space, and I think the least we should
10 get, that the only thing remaining is -- and it's
11 no skin off the developer's nose, it doesn't
12 affect him in any way other than image, that the
13 building -- that the apartments could -- should be
14 affordable in perpetuity, that anybody -- that
15 those same qualifications that you're suggesting
16 now continue for the next buyer, and that in
17 effect will have the -- will have the effect of --
18 will have the -- yes, it will result in dampening
19 the resale price, because for the -- as it stands,
20 after two years, you just lose those, and then it
21 becomes -- the whole building becomes market rate,
22 and that's just like -- that's not good enough.
23 That's not good enough for Greenport.

24 I mean, you know, we've just lost so much
25 that -- and Greenport is losing all the time, and

1 we just seem to be just -- you know, it's time
2 that we need -- that things -- you know,
3 Greenport, it just needs so much, you know, and
4 it's not getting it. And I think these are very
5 simple things to do. It will not affect the
6 developer, it would not compromise him.

7 I think that -- by the way, I think the flip
8 tax and the idea that the developer gets some of
9 the flip tax, I think that's also wrong. I think
10 if there is a flip tax, and there should be a
11 permanent flip tax, it should -- that every time
12 somebody sells -- this is standard for affordable
13 housing, it's standard.

14 Look at the New York City affordable
15 housing. They have -- they have recommendations
16 for sale prices that are afford -- that are
17 affordable to the income restriction, within the
18 income restrictions. They also have a flip tax
19 that is -- that then goes back to the building
20 itself, to the -- to the -- if it's an affordable
21 building, or it goes into an affordable fund to
22 create more affordable housing.

23 So then why should somebody -- five lucky
24 people turn up and like, you know, at the moment,
25 there's no restriction of who -- on who those

1 people could be, especially if it's in the hands
2 of the developer.

3 I totally agree, that it should be a
4 lottery, it should be an anonymous lottery, and it
5 should be based on existing affordable --
6 affordable lists, like, for instance, that were
7 used up in -- on that development on the North
8 Road.

9 I mean, we can't be relying on developers to
10 solve our affordable -- you know, affordable
11 housing, so that, you know, Pawlowski comes along
12 and does, you know, "X" number of affordable
13 housing. That's not in Greenport, that's up in
14 Southold. But like, I mean, that's up at the top
15 of the road there. But, I mean, the Village I
16 feel has to take it in hand and has to do
17 something, and there are options that could be
18 done very soon and immediately, really, and I
19 think that it needs to happen.

20 So that just on the flip tax and on the --
21 on the continuing restrictions, I think these are
22 really important things, because that's what
23 the -- that's what makes it meaningful, and that's
24 what does something for Greenport, and not just,
25 you know, after two -- a couple of years the

1 building becomes, let's say, sanitized by -- it
2 doesn't have affordable units anymore. That's
3 going to, you know, improve his marketing, I
4 guess, you know, but, I mean, it doesn't do
5 anything for Greenport. That's on the real side,
6 you know, this is what we need, and those units
7 should be, should be permanent. Thank you.

8 MAYOR HUBBARD: Okay. Hopefully, you could
9 reread the covenants and what's in there and what
10 is being voted on.

11 FRANK MACKEN: I did.

12 MAYOR HUBBARD: You did?

13 FRANK MACKEN: Yes.

14 MAYOR HUBBARD: And so the Housing Alliance
15 will be in charge of whoever goes in those places
16 when they're sold. They'll still have to meet the
17 resident restrictions that are on those forever.
18 You did read that? It says it, it's right in
19 there.

20 FRANK MACKEN: So there will be the same
21 restrictions?

22 MAYOR HUBBARD: It's not done by the
23 developer or anything else. Read the covenants.
24 It's just it's part of the stipulation agreement,
25 it's in there. The flip tax was part of the

1 stipulation agreement from 2007.

2 FRANK MACKEN: Right, yes.

3 MAYOR HUBBARD: That's in there, we can't
4 change that. It was discussed trying to make that
5 longer, higher, after five years, whatever, we
6 cannot do that.

7 Now you're saying the Village has done
8 nothing about accessory apartments or anything
9 else. We talked about it four months ago. We've
10 been working forward -- towards paperwork that's
11 being drawn up by the Village Attorney and the
12 Village Administrator for a meeting next month.
13 It was in our minutes, at our work session it was
14 talked about. That will be discussed at our
15 meeting in November about adding accessory
16 apartments.

17 FRANK MACKEN: Okay.

18 MAYOR HUBBARD: So maybe if you watch the
19 meeting, or whatever, or if the reporters put more
20 stuff in the paper, you'd know that we are working
21 on that. We're not just doing nothing.

22 FRANK MACKEN: Okay.

23 MAYOR HUBBARD: And we don't have the
24 acreage of land like they did with Vineyard View.
25 We supplied sewer to them. We don't have acreage

1 of land that we could sit there and put in 50
2 units in the Village. There is no land that's
3 available for us to do that.

4 So we were trying to help out developments
5 that are outside the Village by offering our
6 sewer, which has capacity, so they can get the
7 density that they need to put more apartments and
8 more houses in for people. So we are working on
9 that, but we can't -- we don't have land ourselves
10 that we could do that.

11 FRANK MACKEN: And the affordable, the idea,
12 I think --

13 MAYOR HUBBARD: All right. Can you just
14 come back up, if you want? Just -- I just want to
15 answer a few of the things you said --

16 FRANK MACKEN: No, no, I appreciate that.

17 MAYOR HUBBARD: -- because some of that's
18 just blatantly not true.

19 FRANK MACKEN: I appreciate that. No, I
20 mean, I didn't intend to say anything that wasn't
21 true.

22 MAYOR HUBBARD: Okay.

23 FRANK MACKEN: I just -- I think
24 Ms. Phillips mentioned the idea of apartments
25 above stores and that they could be affordable, I

1 think, unless I misunderstood. That's --

2 TRUSTEE PHILLIPS: No, that is part of what
3 the work session discussion was --

4 FRANK MACKEN: Okay.

5 TRUSTEE PHILLIPS: -- is that if we're going
6 to discuss parking, okay --

7 FRANK MACKEN: Right.

8 TRUSTEE PHILLIPS: -- we need to discuss
9 parking and we need to discuss the whole Downtown
10 District as far as --

11 FRANK MACKEN: Okay.

12 TRUSTEE PHILLIPS: -- can we go up, can we
13 deal with cultivating someone to be interested in
14 working with us to create affordable housing, or
15 not -- or, excuse me, rentals, okay?

16 Let's face it, there's two different things
17 here. We're talking about rentals downtown, we're
18 not talking about buying a house or a condo, okay?

19 FRANK MACKEN: Right.

20 TRUSTEE PHILLIPS: But the affordable rental
21 is an important component, okay?

22 FRANK MACKEN: Okay.

23 TRUSTEE PHILLIPS: You have got to
24 understand that 123 Sterling was a situation that
25 was settled back in 2007. It was a concept that

1 was supposed to start building within a year or
2 two. It didn't happen, it lingered. But the
3 original concept of those five restricted resident
4 rentals -- I mean, purchasers were for first-time
5 homebuyers.

6 FRANK MACKEN: Right.

7 TRUSTEE PHILLIPS: And the restrictions,
8 which seems to have gotten lost in some of the
9 conversation here, is that those restrictions of
10 living two years within the Village of Greenport
11 continue on with whoever buys the unit the next
12 time around, no matter --

13 FRANK MACKEN: Right.

14 TRUSTEE PHILLIPS: Okay?

15 FRANK MACKEN: So that in its own right --

16 FRANK MACKEN: And the income restriction
17 continues as well?

18 TRUSTEE PHILLIPS: Well, I'm not -- that's
19 something that -- not the income restrictions.

20 MAYOR HUBBARD: No. The income restrictions
21 are not in the covenant.

22 TRUSTEE PHILLIPS: Not in the covenant,
23 but --

24 MAYOR HUBBARD: They're in for the first two
25 years, and then after that, when they become

1 market rate, which it says in the stipulation
2 agreement it becomes market rate, that's been
3 there since 2007. Then if you have income
4 restrictions on that, the people would not be able
5 to afford it if it goes to market rate.

6 FRANK MACKEN: Yes, but it's --

7 MAYOR HUBBARD: So you cannot continue the
8 income restrictions on that.

9 FRANK MACKEN: Well, actually, you can.
10 That's the point that I was making, because like
11 in, for instance, New York City, there's market
12 rate and then there's market rate for affordable
13 housing, and those are two different levels.

14 MAYOR HUBBARD: That's -- that does not
15 pertain to -- we're not New York City, this is
16 something that's out here. If those -- if
17 somebody's going to pay a flip tax and it goes
18 from 175 to 350, someone's going to buy at 350,
19 they're not going to fit the standard by Suffolk
20 County of their income to be able to afford to pay
21 for that mortgage. So they would -- they would be
22 excluded anyway. They'd still have to live in
23 Greenport for two years to be able to buy it and
24 to move forward with it, but they would not be
25 able to afford the mortgage once it flipped over

1 to 350 or \$400,000.

2 FRANK MACKEN: Well, actually, yeah. I
3 mean, that's what I was saying, that there's like
4 research being done by New York City that shows --
5 that shows different levels, that shows a whole
6 system of dealing with that.

7 TRUSTEE PHILLIPS: But this isn't New York
8 City.

9 MAYOR HUBBARD: Okay.

10 FRANK MACKEN: I know, but I'm saying that
11 like -- I know it's not New York City. I'm saying
12 that like they have done a lot of -- they're --
13 you could -- we could actually learn from them.

14 TRUSTEE CLARKE: Sure.

15 FRANK MACKEN: That's what I'm saying.

16 TRUSTEE PHILLIPS: And that's what I'm --

17 FRANK MACKEN: Is that like there are areas
18 that are --

19 TRUSTEE PHILLIPS: That's part of downtown,
20 not this particular project, okay? Downtown, when
21 we start talking about downtown and involving
22 everyone in the discussions, that's the time that
23 you'll have an opportunity for that. But if
24 you're trying to fit it into 123 Sterling, that
25 was not the original intent of it.

1 FRANK MACKEN: Well, it said --

2 TRUSTEE PHILLIPS: And since I was around in
3 2007 and dealt with it --

4 FRANK MACKEN: I know, I remember, so was I.

5 TRUSTEE PHILLIPS: -- I remember what the
6 intent is.

7 FRANK MACKEN: Right.

8 TRUSTEE PHILLIPS: And in all honestly, I'm
9 a little passionate about it, because as far as
10 I'm concerned, we lost waterfront commercial,
11 because everyone didn't want a commercial --
12 waterfront commercial operation in their back
13 door, okay?

14 FRANK MACKEN: Some people didn't.

15 TRUSTEE PHILLIPS: Well --

16 FRANK MACKEN: Just some people.

17 TRUSTEE PHILLIPS: But because of the
18 position of --

19 FRANK MACKEN: The Village could have
20 insisted on it.

21 TRUSTEE PHILLIPS: Please let me finish.
22 Because the community didn't want it, okay, or
23 they compromised, we all came to a discussion, we
24 compromised. This is what -- this is what's
25 happened, okay? Believe me, I wish that they had

1 started building in 2009 and 2010, because you
2 would have had the commercial component
3 downstairs. But you know what? Hindsight. Let's
4 just move this on, get it done, so that we can
5 deal with downtown, or other ideas on affordable
6 rentals for people.

7 FRANK MACKEN: Well, hopefully, this is
8 moving the conversation as regards affordable
9 housing further forward anyway. And there's no
10 point in raking over the coals of this project.
11 So I guess --

12 MAYOR HUBBARD: Okay

13 FRANK MACKEN: Anyway, thank you. Thank you.

14 TRUSTEE CLARKE: Thank you.

15 MAYOR HUBBARD: Thank you. Anybody else
16 wish to address the Board?

17 (No Response)

18 MAYOR HUBBARD: Okay. We'll move on to our
19 regular agenda.

20 I'll offer *RESOLUTION #10-2021-1,*
21 *RESOLUTION adopting the October, 2021 agenda as*
22 *printed.* 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. Trustee
8 Clarke.

9 TRUSTEE CLARKE: *RESOLUTION #10-2021-2,*
10 *Accepting the monthly reports of the Greenport*
11 *Fire Department, Village Administrator, Village*
12 *Treasurer, Village Clerk, Village Attorney, Mayor*
13 *and Board of Trustees. 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 TRUSTEE MARTILOTTA: *RESOLUTION #10-2021-3,*
25 *RESOLUTION approving the application for*

1 *membership of Charles Hyde11, Jr. to the Eagle*
2 *Hose Company #1 of the Greenport Fire Department,*
3 *as approved by the Village of Greenport Fire*
4 *Department Board of Wardens on October 20th, 2021.*

5 So moved.

6 TRUSTEE PHILLIPS: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE CLARKE: Aye.

9 TRUSTEE MARTILOTTA: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE ROBINS: Aye.

12 MAYOR HUBBARD: Aye.

13 Opposed?

14 (No Response)

15 MAYOR HUBBARD: Motion carried.

16 TRUSTEE PHILLIPS: *RESOLUTION #10-2021-4,*
17 *RESOLUTION authorizing the solicitation of bids*
18 *for the purchase of a 100 foot heavy duty aerial*
19 *tower fire apparatus for the Village of Greenport*
20 *Fire Department, and directing Clerk Pirillo to*
21 *notice the solicitation of bids accordingly.*

22 So moved.

23 TRUSTEE ROBINS: 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 ROBINS: *RESOLUTION #10-2021-5,*
9 *RESOLUTION approving the attached Inter-Municipal*
10 *Agreement between the Village of Greenport and the*
11 *Town of Southold for access to the Southold Town*
12 *Municipality 5 System for use by the Village of*
13 *Greenport, and authorizing Mayor Hubbard to sign*
14 *the Inter-Municipal Agreement. So moved.*

15 TRUSTEE CLARKE: 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 CLARKE: *RESOLUTION #10-2021-6,*

1 *Approving the attached proposal from J.R.*
2 *Holzmacher P.E., LLC for the provision of*
3 *operational support services for the Village of*
4 *Greenport Building Department, and authorizing*
5 *Mayor Hubbard to sign the proposal. So moved.*

6 TRUSTEE MARTILOTTA: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE CLARKE: Aye.

9 TRUSTEE MARTILOTTA: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE ROBINS: Aye.

12 MAYOR HUBBARD: Aye.

13 Opposed?

14 (No Response)

15 MAYOR HUBBARD: Motion carried.

16 TRUSTEE MARTILOTTA: *RESOLUTION #10-2021-7,*
17 *RESOLUTION accepting the attached Long Island*
18 *Power Authority ("LIPA") Wholesale TSC Rate*
19 *Phase-In Discount Agreement, and authorizing Mayor*
20 *Hubbard to sign the LIPA Wholesale TSC Rate*
21 *Phase-In Discount Agreement. 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 #10-2021-8,*
8 *RESOLUTION authorizing Treasurer Brandt to perform*
9 *attached Budget Amendment #4885 to appropriate*
10 *reserves to fund the replacement of leveling*
11 *cables on Village of Greenport Power Plant vehicle*
12 *#G-24, and directing that Budget Amendment #4885*
13 *be included as part of the formal meeting minutes*
14 *of the October 28th, 2021 Regular Meeting of the*
15 *Board of Trustees. 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 TRUSTEE ROBINS: *RESOLUTION #10-2021-9,*
2 *RESOLUTION authorizing Treasurer Robert Brandt to*
3 *perform attached Budget Amendment #4886 to*
4 *appropriate reserves to fund the replacement of*
5 *one glycol compressor, and the pipe repair of*
6 *circuit "A" for the Village of Greenport Ice Rink,*
7 *and directing that Budget Amendment #4886 be*
8 *included as part of the formal meeting minutes of*
9 *the October 28th, 2021 Regular Meeting of the*
10 *Board of Trustees. So moved.*

11 TRUSTEE CLARKE: Second.

12 MAYOR HUBBARD: All in favor?

13 TRUSTEE CLARKE: Aye.

14 TRUSTEE MARTILOTTA: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE ROBINS: Aye.

17 MAYOR HUBBARD: Aye.

18 Opposed?

19 (No Response)

20 MAYOR HUBBARD: Motion carried.

21 TRUSTEE CLARKE: *RESOLUTION #10-2021-10,*
22 *Authorizing Treasurer Brandt to perform attached*
23 *Budget Amendment #4887 to appropriate reserves to*
24 *fund the rental of a vacuum truck for the Road*
25 *Department, and directing that Budget Amendment*

1 *#4887 be included as part of the formal meeting*
2 *minutes of the October 28, 2021 Regular Meeting of*
3 *the Board of Trustees. 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 #10-2021-11,*
15 *RESOLUTION authorizing Treasurer Brandt to perform*
16 *the attached Budget Amendment #4888 to appropriate*
17 *reserves to fund -- I'm sorry -- to fund the*
18 *repair of the rotating plate screen assembly at*
19 *the Village of Greenport Wastewater Treatment*
20 *Plant, and directing that Budget Amendment #4888*
21 *be included as part of the formal meeting minutes*
22 *of the October 28, 2021 Regular Meeting of the*
23 *Board of Trustees. 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 #10-2021-12,*
10 *RESOLUTION scheduling a public hearing for 7 p.m.*
11 *on November 28th (sic) (29th), 2021 at the Third*
12 *Street Fire Station, Third and South Streets,*
13 *Greenport, NY, 11944 regarding a potential CDBG*
14 *(Community Development Block Grant) opportunity*
15 *for the Village of Greenport and directing Clerk*
16 *Pirillo to notice the public hearing accordingly.*

17 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 #10-2021-13,*
4 *RESOLUTION ratifying the hiring of Richard Wysocki*
5 *as a part-time, seasonal Carousel employee at an*
6 *hourly wage rate of \$14.00 per hour, effective*
7 *September 25th, 2021. So moved.*

8 TRUSTEE CLARKE: Second.

9 MAYOR HUBBARD: All in favor?

10 TRUSTEE CLARKE: Aye.

11 TRUSTEE MARTILOTTA: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 TRUSTEE ROBINS: Aye.

14 MAYOR HUBBARD: Aye.

15 Opposed?

16 (No Response)

17 MAYOR HUBBARD: Motion carried.

18 TRUSTEE CLARKE: *RESOLUTION #10-2021-14,*
19 *Accepting the revised resignation letter of*
20 *Gregory Morris as a Code Enforcement Officer for*
21 *the Village of Greenport, effective September 14,*
22 *2021. 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 #10-2021-15,*
9 *RESOLUTION accepting the resignation of Charles*
10 *Bumble III as a Laborer in the Village of*
11 *Greenport Road Department, effective September*
12 *29th, 2021. So moved.*

13 TRUSTEE PHILLIPS: Second.

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE CLARKE: Aye.

16 TRUSTEE MARTILOTTA: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 TRUSTEE ROBINS: Aye.

19 MAYOR HUBBARD: Aye.

20 Opposed?

21 (No Response)

22 MAYOR HUBBARD: Motion carried.

23 TRUSTEE PHILLIPS: *RESOLUTION #10-2021-16,*

24 *RESOLUTION accepting the proposal submitted by*

25 *L.I. Computer Networks, Inc. for the provision of*

1 *information technology services and technology-*
2 *based security systems and services, per the*
3 *attached Request for Proposal price form, per the*
4 *bid opening on August 5th, 2021; and authorizing*
5 *Mayor Hubbard to sign the contract between the*
6 *Village of Greenport and L.I. Computer Networks,*
7 *Inc. So moved.*

8 TRUSTEE ROBINS: Second.

9 MAYOR HUBBARD: All in favor?

10 TRUSTEE CLARKE: Aye.

11 TRUSTEE MARTILOTTA: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 TRUSTEE ROBINS: Aye.

14 MAYOR HUBBARD: Aye.

15 Opposed?

16 (No Response)

17 MAYOR HUBBARD: Motion carried.

18 TRUSTEE ROBINS: *RESOLUTION #10-2021-17,*
19 *RESOLUTION scheduling a public hearing for*
20 *7:00 p.m. on November 29th, 2021 at the Third*
21 *Street Fire Station, Third and South Streets,*
22 *Greenport, New York, 11944 regarding the possible*
23 *adoption of a local law requesting that The*
24 *Cannabis Control Board prohibit the establishment*
25 *of retail marijuana dispensary licenses and/or*

1 *on-site consumption licenses within the Village of*
2 *Greenport; and directing Clerk Pirillo to notice*
3 *the public hearing accordingly. So moved.*

4 TRUSTEE CLARKE: Second.

5 MAYOR HUBBARD: All right. Just a brief
6 discussion on this. We've been approached by a
7 company that wants to go and actually do one of
8 these in Greenport. We had to notify them to come
9 to the public hearing. I think you've all gotten
10 the letters, you've seen what's been sent to us.

11 TRUSTEE PHILLIPS: No.

12 TRUSTEE ROBINS: No.

13 MAYOR HUBBARD: It was sent out these past
14 couple of days.

15 TRUSTEE PHILLIPS: I haven't seen anything
16 yet, sorry.

17 TRUSTEE ROBINS: I haven't gotten a letter.

18 TRUSTEE CLARKE: I haven't gotten it.

19 TRUSTEE PHILLIPS: I haven't gotten
20 anything.

21 MAYOR HUBBARD: Okay.

22 TRUSTEE PHILLIPS: Okay.

23 MAYOR HUBBARD: All right. Well, somebody
24 that lives in Southold Town had approached -- sent
25 a letter to myself and Village Hall. I thought

1 everybody had gotten that. You will, you will get
2 that --

3 TRUSTEE PHILLIPS: Okay. Thank you.

4 MAYOR HUBBARD: -- tomorrow.

5 TRUSTEE PHILLIPS: Okay. Thank you.

6 MAYOR HUBBARD: And just so we're going to,
7 you know, move forward with the public hearing,
8 which we have to, and if this company wants to
9 propose that, then we will listen to what they
10 want to say.

11 TRUSTEE PHILLIPS: Okay.

12 MAYOR HUBBARD: They live in Southold Town
13 and they asked about opening up a store, what we
14 were doing.

15 TRUSTEE PHILLIPS: Okay.

16 MAYOR HUBBARD: Okay. I think the follow-up
17 letter came in this afternoon or this morning, so
18 okay? Any other discussion?

19 (No Response)

20 MAYOR HUBBARD: Okay. All in favor?

21 TRUSTEE CLARKE: Aye.

22 TRUSTEE MARTILOTTA: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 TRUSTEE ROBINS: Aye.

25 MAYOR HUBBARD: Aye.

1 Opposed?

2 (No Response)

3 MAYOR HUBBARD: Motion carried.

4 TRUSTEE CLARKE: *RESOLUTION #10-2021-18,*
5 *Scheduling a public hearing for 7 p.m. on*
6 *November 29th, 2021 at the Third Street Firehouse,*
7 *Third and South Streets, Greenport, New York,*
8 *11944 regarding the Wetlands Permit Application*
9 *submitted by North Ferry Company, Inc. to complete*
10 *the second and third phases of the project*
11 *permitted under Village of Greenport Wetlands*
12 *Permit #W18-02 dated October 31st, 2018 to repair*
13 *and provide in-kind maintenance on two ramps*
14 *connecting landside to the North Ferry slips,*
15 *directing Clerk Pirillo to notice the public*
16 *hearing accordingly; and requesting a CAC Report*
17 *per standard Village practice. So moved.*

18 TRUSTEE MARTILOTTA: 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 MARTILOTTA: *RESOLUTION #10-2021-19,*
4 *RESOLUTION approving the attached SEQRA resolution*
5 *regarding the acceptance of a grant by the Village*
6 *of Greenport to partially fund the design and*
7 *construction of a proposed new sewer main*
8 *extension for the Sandy Beach area of the Village*
9 *of Greenport, adopting lead agency status,*
10 *determining the acceptance of the grant to be a*
11 *Type II Action, and confirming that no further*
12 *SEQRA review is required, per 6 NYCRR 617.5*
13 *(c)(13).* So moved.

14 TRUSTEE PHILLIPS: 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 PHILLIPS: *RESOLUTION #10-2021-20,*
25 *RESOLUTION accepting the bid as submitted by*

1 *Edward J. Wysocki in the amount of \$1,750.00 for*
2 *the purchase by Edward J. Wysocki of a*
3 *Village-owned John Deere tractor, per the bid*
4 *opening on October 14th, 2021. So moved.*

5 TRUSTEE ROBINS: Second.

6 MAYOR HUBBARD: 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 TRUSTEE ROBINS: *RESOLUTION #10-2021-21,*
16 *RESOLUTION accepting the bid as submitted by*
17 *Hempstead Ford Lincoln - the sole bidder - in the*
18 *amount of \$27,573.00 per each vehicle for the*
19 *purchase of two (2) 2022 Ford Ranger XL*
20 *pick-ups -- pickup trucks by the Village of*
21 *Greenport, per the bid opening on October 14th,*
22 *2021. So moved.*

23 TRUSTEE CLARKE: 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 CLARKE: *RESOLUTION #10-2021-22,*

9 *Authorizing the solicitation of bids for the*
10 *following specified site improvements recommended*
11 *by the New York State Department of Conservation*
12 *and the Suffolk County Department of Health at the*
13 *Village of Greenport Wastewater Treatment Plant,*
14 *and directing Clerk Pirillo to notice the*
15 *solicitation of bids accordingly for the:*

16 *Replacement of the retaining wall adjacent*
17 *to the lab building,*

18 *Removal of the legacy drying beds, and*
19 *Installation of a drainage system.*

20 So moved.

21 TRUSTEE MARTILOTTA: 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 MARTILOTTA: *RESOLUTION #10-2021-23,*
7 *RESOLUTION approving the attached agreement*
8 *between the Village of Greenport and North Ferry*
9 *Corporation regarding the re-paving of Wiggins*
10 *Street within the Village of Greenport, and*
11 *authorizing Mayor Hubbard to sign the agreement*
12 *between the Village of Greenport and North Ferry*
13 *Corporation. So moved.*

14 TRUSTEE PHILLIPS: 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 PHILLIPS: I think it's mine.

25 That's okay. *RESOLUTION #10-'20-24, RESOLUTION*

1 *approving an increase in the hourly wage rate for*
2 *Amanda Aurichio, from \$15.45 per hour to \$18.00*
3 *per hour, effective November 3rd, 2021 owing to*
4 *the assumption of additional duties and*
5 *responsibilities, per Article VII (Salaries and*
6 *Compensation), Section 9 (a) - Merit Clause - of*
7 *the collective bargaining agreement currently in*
8 *force between the Village of Greenport and CSEA*
9 *Local 1000. So moved.*

10 TRUSTEE ROBINS: 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 ROBINS: *RESOLUTION #10-2021-25,*
21 *RESOLUTION approving an increase in the hourly*
22 *wage rate for John Diaz, from \$18.50 per hour to*
23 *\$20.50 per hour, effective November 3rd, 2021*
24 *owing to the assumption of additional duties and*
25 *responsibilities, per Article VII (Salaries and*

1 *Compensation), Section 9 (a) - Merit Clause - of*
2 *the collective bargaining agreement currently in*
3 *force between the Village of Greenport and CSEA*
4 *Local 1000. So moved.*

5 TRUSTEE CLARKE: Second.

6 MAYOR HUBBARD: 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 TRUSTEE CLARKE: *RESOLUTION #10-2021-26,*
16 *Approving an increase in the hourly wage rate for*
17 *Chad Osmer, from \$18.91 per hour to \$20.10 per*
18 *hour, effective November 3rd, 2021 owing to the*
19 *acquisition of substantial expertise in his area*
20 *of employment by virtue of work experience, per*
21 *Article VII (Salaries and Compensation),*
22 *Section 9 (b) - Merit Clause - of the collective*
23 *bargaining agreement currently in force between*
24 *the Village of Greenport and CSEA Local 1000.*
25 *So moved.*

1 TRUSTEE MARTILOTTA: Second.

2 MAYOR HUBBARD: All in favor?

3 TRUSTEE CLARKE: Aye.

4 TRUSTEE MARTILOTTA: Aye.

5 TRUSTEE PHILLIPS: Aye.

6 TRUSTEE ROBINS: Aye.

7 MAYOR HUBBARD: Aye.

8 Opposed?

9 (No Response)

10 MAYOR HUBBARD: Motion carried.

11 TRUSTEE MARTILOTTA: *RESOLUTION #10-2021-27,*

12 *RESOLUTION authorizing the solicitation for*

13 *proposals for services related to the updating and*

14 *finalization of the Village of Greenport LWRP*

15 *document, and directing Clerk Pirillo to notice a*

16 *solicitation for proposals accordingly. So moved.*

17 TRUSTEE PHILLIPS: 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 PHILLIPS: *RESOLUTION #10-2021-28.*

3 How appropriate I get this one. *RESOLUTION*
4 *approving the attached Declaration of Covenants*
5 *and Restrictions for declarant 123 Sterling*
6 *Avenue, LLC represented by Paul Pawlowski; and*
7 *authorizing the issuance of a Certificate of*
8 *Occupancy for the building at 123 Sterling Avenue,*
9 *Greenport, New York, 11944 following proper*
10 *execution of the Declaration in the Suffolk County*
11 *Clerk's Office, and upon the proper and required*
12 *inspections and certifications. So moved.*

13 TRUSTEE ROBINS: Second.

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE CLARKE: Aye.

16 TRUSTEE MARTILOTTA: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 TRUSTEE ROBINS: Aye.

19 MAYOR HUBBARD: Aye.

20 Opposed?

21 (No Response)

22 MAYOR HUBBARD: Motion carried.

23 TRUSTEE ROBINS: *RESOLUTION #10-2021-29,*

24 *RESOLUTION authorizing and directing Legal Counsel*
25 *to discontinue the appeal in the matter of Village*

1 *of Greenport v. NYMIR.* So moved.

2 TRUSTEE CLARKE: 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 TRUSTEE CLARKE: *RESOLUTION #10-2021-30,*

13 *Approving all checks per the Voucher Summary*

14 *Report dated October 25th, 2021 in the total*

15 *amount of \$2,232,154.04 consisting of:*

16 *o All regular checks in the amount of*

17 *\$1,457,387.50, and*

18 *o All prepaid checks (including wire*

19 *transfers) in the amount of \$774,766.54.*

20 So moved.

21 TRUSTEE MARTILOTTA: 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 Okay. That completes our agenda for this

7 evening. I want to thank everybody for coming.

8 Have a good Halloween, and we'll talk to you next

9 month. Thank you.

10 Motion to adjourn.

11 TRUSTEE PHILLIPS: Second

12 TRUSTEE MARTILOTTA: 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, we're

22 adjourned. Thank you.

23 (The Meeting was Adjourned at 8:02 p.m.)

24

25

**IMA Town of Southold and Village of Greenport
For Access to Southold Town Municipality 5 Platform**

**Intermunicipal Agreement
For Access to Southold Town Municipality 5 System
For the Village of Greenport Use**

This Agreement (“Agreement”) is between the **Town of Southold (“Town”)**, a municipal corporation of the State of New York, having an office at **53095 Route 25, Southold, New York 11971**, the **Village of Greenport (“Village”)**, a municipal corporation of the State of New York having an office at **236 Third Street, Greenport, New York 11944**.

Term of Agreement: Shall be from December 31, 2021 through December 31, 2022

Total Cost of Agreement: Three Thousand Dollars (\$3000) per year as provided in this Agreement

Whereas, municipal corporations are authorized by Section 119-O of Article 5-G of the General Municipal Law of the State of New York to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

Whereas, the Town maintains certain property records regarding permitting, violations and property information for properties that are located in the Town, in an electronic format for utilizing the Municipality 5 platform; and

Whereas, the Village wishes to utilize the Municipality 5 Platform for its similar uses; and

Whereas, the Village and the Town together have agreed to provide access to the Town of Southold’s Municipality 5 Platform for Village use and to allow the Village of Greenport the import of legacy data into the Town’s Municipality 5 database platform and the parties are desirous of entering into an intermunicipal agreement for that purpose.

Now Therefore, it is mutually agreed by and between the parties hereto as follows:

1. The Term of this agreement shall be for the duration of time in which the Town utilizes the Municipality 5 platform.
2. The Agreement may be terminated, in whole or in part, by either party on ten (10) days written notice to the other party in the event either party fails to fulfill its obligations under this agreement or in the event continued performance under the terms of this agreement would not be in the best interest of either the Town or the Village. Such notice shall be made in accordance with the Notice provisions below.
3. All notices required to be given under this agreement shall be sent prepared registered mail, return receipt requested, or as the parties may later determine in writing, to the parties at the

**IMA Town of Southold and Village of Greenport
For Access to Southold Town Municipality 5 Platform**

following addresses:

| | |
|--------------------|----------------------|
| Town of Southold | Village of Greenport |
| 53095 Route 25 | 236 Third Street |
| Southold, NY 11971 | Greenport, NY 11944 |
| Attn: Town Clerk | Attn: Village Clerk |

4. Any and all services provided under this agreement shall at all times be under the direction and supervision of the Information Technology Department of the Town of Southold, and their interpretations and decisions shall be final and conclusive.
5. The Town shall provide the Village with access to the Town of Southold's Municipality 5 Platform for the Village's use and to allow the Village of Greenport to import legacy data into the Municipality 5 database platform.
6. The Town agrees to provide the aforementioned services during the term of this agreement for a cost of Three Thousand Dollars (\$3000.00) representing the additional costs to the Town from the Municipality 5 platform provider Community Development Solutions payable June 1, 2022.
7. The Village agrees to hold harmless and indemnify the Town and its employees for any damage or liability the Town may incur due to the misuse or improper of the Municipality 5 Platform or dissemination of the data provided hereunder.
8. It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
9. All provisions as required by law are hereby deemed inserted. The parties agree that nothing in this Agreement shall be construed so as to interfere with or diminish any municipal powers or authority.
10. This agreement shall bind the successors, assigns and representatives of the parties hereto.
11. It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.
12. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same agreement, and all signatures need not appear on any one counterpart.

**IMA Town of Southold and Village of Greenport
For Access to Southold Town Municipality 5 Platform**

In Witness Whereof, this agreement has been executed by the Supervisor of the Town of Southold, who has caused the seal of the Town to be affixed hereto pursuant to resolution of the Town Board dated _____ and by the Mayor of the Village of Greenport, who has caused the seal of the Village to be affixed hereto, pursuant to resolution of the Village Board dated _____.

Town of Southold

Village of Greenport

By: _____
Hon. Scott Russell
Supervisor

By: _____
Hon, George W. Hubbard, Jr.
Mayor

Date: _____

Date: _____

(Town Seal)

(Village Seal)

**IMA Town of Southold and Village of Greenport
For Access to Southold Town Municipality 5 Platform**

STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

On the day of , in the year , before me, the undersigned, personally appeared

_____ , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she the executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and office of person taking the
Acknowledgement

STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

On the day of , in the year , before me, the undersigned, personally appeared

_____ , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she the executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and office of person taking the
Acknowledgement

J.R. Holzmacher P.E., LLC

3555 Veterans Memorial Highway, Suite A, Ronkonkoma, New York 11779-7636
Tel: (631) 234-2220 Fax: (631) 234-2221 e-mail: info@holzmacher.com

October 14, 2021

Paul J. Pallas, P.E., Village Administrator
Inc. Village of Greenport
236 Third Street
Greenport, NY 11944

Re: Building Department Operational
Support
Proposal for Engineering Services

Dear Mr. Pallas:

J.R. Holzmacher P.E., LLC (JRH) is pleased to continue to provide professional engineering and consulting services to assist you in meeting the issues being faced by the Village government including the Building Department. We are thoroughly familiar with your operations and can provide excellent support to assist your staff during the transition period to a new building inspector.

The scope of services, period of services and cost proposal are as follows:

SCOPE:

The following work will be provided:

Task 1 – Building Department Support

Professional Engineering and Architectural Services will be rendered to Village staff as requested during the transition to a new head Building Inspector. We provide support to the Building Departments for several other villages and assist with review and site inspections for large or unusual projects, or when the work load is too great to be handled by your in-house staff alone. In this case we can provide the services of Thomas Murawski, RA to assist your Building Department to establish standard procedures to address routine applications. This will initially include time spent at Village Hall in about a once per week basis and then transitioning to telephone and email support as training advances.

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In Water Supply, Water Resources, Civil and Environmental Engineering*

Paul J. Pallas, P.E.
Village Administrator
Building Department Support
October 14, 2021
Page 2

Once the initial consulting period is completed we are available to provide other services on an as requested basis such as telephone support, attendance at meetings or hearings of the Zoning or Planning Boards, assistance with the review of plan submissions, assistance during field inspections and assistance to draft code updates. We are also available to assist with training to use the Village's Geographic information System (GIS) software, to prepare updates to the zoning map or to prepare other maps and figures as you may request.

PERIOD:

Services under Task 1 will be performed promptly following the direction from Village staff. Five days advance notice is requested prior to scheduled meetings, although we can generally be available on short notice to respond to emergency situations.

COST PROPOSAL:

The cost of the proposed work is as follows:

Task 1 - Time and expenses will be invoiced in accordance with the enclosed rate schedule. A spreadsheet showing current staff names and billing rates is attached. In addition, those assignments having a well-defined scope can be performed on a lump sum basis.

We suggest that the initial budget allocation for services under Task 1 be in the amount of \$10,000. You would authorize work on subtasks against this budget as additional tasks become necessary.

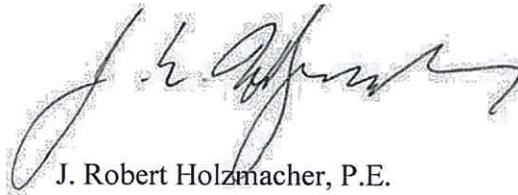
We look forward to working with you to make the water system the most efficient on Long Island. Our standard Terms and Conditions of service are enclosed for your consideration.

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In Water Supply, Water Resources, Civil and Environmental Engineering*

Paul J. Pallas, P.E.
Village Administrator
Building Department Support
October 14, 2021
Page 3

Thank you for the opportunity to propose on this work. You can authorize the work by signing the authorization below, or providing an appropriate Board Resolution or equivalent Purchase Order, and returning one copy to this office. Please call me if you have any questions.

Very truly yours,
J.R. Holzmacher P.E., LLC



J. Robert Holzmacher, P.E.
Principal

Accepted by: _____

For: _____ Inc. Village of Greenport

Date: _____

JRH:j

Encl.

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COST PROPOSAL/BACKUP SHEET
Building Department Support
2021 Man-Hour Matrix

| LABOR | | | | | |
|---------------------------------|-----------------------------------------|-------------|-------------|-----------------|---------------------|
| Name | Position | Rate | Unit | Quantity | Amount |
| J. Robert Holzmacher, P.E. | Principal | \$ 225.00 | /hour | 1 | \$ 225.00 |
| Michael Simon, P.E. | Principal | \$ 180.00 | /hour | 0 | \$ - |
| Thomas J. Murawski, R.A. | Architect | \$ 180.00 | /hour | 50 | \$ 9,000.00 |
| Anthony J. Zalak | Project Manager/ GIS Specialist | \$ 157.50 | /hour | 0 | \$ - |
| Steven Uccellini | Project Manager | \$ 141.00 | /hour | 0 | \$ - |
| Paul D. Carroll | Senior Designer | \$ 125.00 | /hour | 0 | \$ - |
| Sarah K. Caliendo | Project Engineer | \$ 120.00 | /hour | 0 | \$ - |
| Andrew Hine, I.E. | Project Engineer | \$ 120.00 | /hour | 0 | \$ - |
| Daniel Mastrococco | Project Engineer | \$ 110.00 | /hour | 0 | \$ - |
| Mia Tagliagambe | Project Engineer | \$ 110.00 | /hour | 0 | \$ - |
| Brandon Ramsaran | Staff Engineer | \$ 110.00 | /hour | 0 | \$ - |
| Nicole M. Sinko | Project Architect | \$ 105.00 | /hour | 4 | \$ 420.00 |
| James Ferraiuolo | Project Scientist | \$ 90.00 | /hour | 0 | \$ - |
| Nancy Schemet | Project Scientist | \$ 90.00 | /hour | 0 | \$ - |
| Diana G. Carriere | Engineering Technician | \$ 85.00 | /hour | 0 | \$ - |
| Kyle Zalak | Information Technology Specialist | \$ 100.00 | /hour | 0 | \$ - |
| Patricia L. Zalak | Technical Assistant | \$ 87.00 | /hour | 2 | \$ 174.00 |
| Tina Eletto | Technical Assistant | \$ 57.00 | /hour | 0 | \$ - |
| | | | | | |
| Michael McEachern, P.G. | Associate Sr. Hydrogeologist | \$ 200.00 | /hour | 0 | \$ - |
| Thomas Nehring, P.E. | Associate Electrical Engineer | \$ 175.00 | /hour | 0 | \$ - |
| Brian McCaffrey, P.E. | Associate Mechanical Engineer | \$ 175.00 | /hour | 0 | \$ - |
| Dylan Clemente, P.E. | Associate Civil Engineer | \$ 150.00 | /hour | 0 | \$ - |
| Ronald Huttie, CIH (Ret.) | Associate Chemist / Industrial Hygenist | \$ 175.00 | /hour | 0 | \$ - |
| | Total Direct Labor | | | 57 | \$ 9,819.00 |
| | | | | | |
| SUPPLIES & EQUIPMENT | | | | | |
| | printing 8.5" x 11" - Black & White | \$ 0.11 | /sheet | 0 | \$ - |
| | printing 11" x 17" - Black & White | \$ 0.22 | /sheet | 0 | \$ - |
| | printing "D size" - Black & White | \$ 2.50 | /sheet | 0 | \$ - |
| | printing 8.5" x 11" - Color | \$ 1.00 | /sheet | 0 | \$ - |
| | printing 11" x 17" - Color | \$ 2.00 | /sheet | 0 | \$ - |
| | printing "D size" - Color | \$ 8.00 | /sheet | 0 | \$ - |
| | printing 8.5" x 11" - Card Stock | \$ 0.20 | /sheet | 0 | \$ - |
| | printing Accu Bind & Cover | \$ 1.00 | /sheet | 0 | \$ - |
| | Vehicle Mileage | \$ 0.560 | /mile | 500 | \$ 280.00 |
| | | | | | |
| | Total Supplies & Equip. | | | | \$ 280.00 |
| | | | | | |
| | | | | | |
| | Total Direct Costs | | | | \$ 10,099.00 |

J.R. Holzmacher P.E., LLC

Hourly Rates in Effect for 2021

| <u>Personnel Classification:</u> | <u>Hourly Rate:</u> |
|-------------------------------------|---------------------|
| Principals | 135.00 – 375.00* |
| Associates | 150.00 – 315.00* |
| Project Managers | 132.00 – 262.50* |
| Senior Engineers | 110.00 – 315.00* |
| Engineers | 90.00 – 193.50* |
| Senior Geologists / Hydrogeologists | 110.00 – 315.00* |
| Geologists / Hydrogeologists | 90.00 – 185.00 |
| Sr. Environmental Scientists | 105.00 – 180.00 |
| Environmental Scientists | 90.00 – 175.00 |
| GIS/IT Specialist | 90.00 – 175.00 |
| Designer – Engineering Tech | 85.00 – 125.00 |
| Field Technicians | 66.00 – 110.00 |
| Support Staff | 57.00 – 105.00 |

All hourly rates are based on straight time for a forty hour, five day work week and are charged for actual hours worked. Time spent in travel to project sites will be considered work related. For work requiring out-of-town travel and overnight stay, the minimum charge for work on the project will be eight hours per day. *Maximum rates reflect a 50% premium for deposition and testimony.

Travel, Subsistence, and Other Direct Expenses

Travel and subsistence expenses (excluding local mileage), long distance phone calls, printing, and other out-of-pocket expenses are to be paid for by the client at a cost plus ten percent markup. Travel and subsistence expense includes living and travel expenses of employees in visiting sites and attending conferences and performing services directly related to a project. Automobile expenses are calculated at a rate of \$0.58 per mile.

All subcontractor/vendor expenses, equipment rentals, outside reproduction expenses, and materials directly reimbursable to a project will be paid for by the client at a cost plus twenty percent basis.

J.R. Holzmacher P.E., LLC

Standard Terms and Conditions of Service

J.R. Holzmacher P.E., LLC (“Engineer”) and the Client hereby agree that the following will become binding upon the parties upon execution of the Proposal/Contract and will apply to all subsequent work order changes and/or amendments:

Services

The Services rendered to Client shall be as set forth in the attached written Proposal. No additional work will be performed without prior authorization from the Client. By authorizing such additional work, Client agrees to pay all reasonable and necessary additional fees and costs to perform such work. The attached schedule of “Hourly Rates in Effect for (current year)” is hereby made part of this agreement.

Confidentiality

The Engineer proposes to perform these services on a confidential basis on behalf of the Client. Our personnel and subcontractors involved in the Project shall be instructed about the confidential nature of these tasks, such that neither the nature of our work nor our findings will be disclosed to others without the Client’s permission, or unless legally required to do so. All work progress findings, reports, etc. will be delivered only to the Client or those persons designated by the Client.

CLIENT'S RESPONSIBILITIES - The Client shall:

- Designate in writing a person authorized to act as the Client's representative. The Client or his representative shall receive and examine documents submitted by the Engineer, interpret and define the Client's policies and render decisions and authorization in writing promptly to prevent unreasonable delay in the progress of Engineer's services.
- Furnish soils data including but not limited to reports, test borings, test pits, probings, subsurface exploration, soil bearing values, percolation tests, ground corrosion and resistivity test, all with appropriate professional interpretation, as may be required.
- Guarantee full and free access for Engineer to enter upon all property required for the performance of Engineers services under this Agreement.
- Hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs incident thereto, including special application or regulatory fees for review of Project documents.
- Provide the Engineer with standard bid documents required and advertise for Proposals from Bidders, open the Proposals at the appointed time and place and pay costs incidental thereto.

J.R. Holzmacher P.E., LLC

Insurance

Engineer shall maintain insurance coverage throughout the duration of this contract of the following types and limits of coverage:

- Professional Liability / Errors and Omissions in the amount of \$2,000,000 per claim. Client agrees to limit the Engineer's liability to the greater of the Engineer's fee or \$50,000, except for liability arising solely from negligent acts by the Engineer.
- Workmen's Compensation and Employer's Liability in amounts as required by law.
- General Liability Insurance in the amount of \$1,000,000 per occurrence / \$3,000,000 aggregate.
- Automobile Liability Insurance in the amount of \$1,000,000 per occurrence.
- Umbrella Liability Insurance in the amount of \$5,000,000 per occurrence / \$5,000,000 aggregate.

Client agrees to require, prior to the commencement of the construction work, that the Contractor and all Sub-Contractors shall submit evidence that he (they) have obtained for the period of the Construction Contract and guarantee period:

- Comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a limit of not less than \$1,000,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$2,000,000 for damages arising out of bodily injury, sickness and death of two or more persons in any one occurrence.
- The property damage portion will provide for a limit of not less than \$500,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse, and underground exposures. Included in such coverage will be contractual coverage sufficiently broad to insure the provision of paragraph "Indemnity" below. The comprehensive general liability insurance will include as additional named insureds: the Client, the Engineer, and each of its officers, agents and employees.
- INDEMNITY: The Client will require that any Contractor or Sub-Contractor performing work in connection with Drawings and Specifications produced under this Agreement to hold harmless, indemnify and defend, the Client and Engineer, its consultants, and each of its officers, agents and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Sub-Contractor's) negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the Client, Engineer, its consultants or officers, agents and employees.

J.R. Holzmacher P.E., LLC

Billing and Payments

A retainer as specified in this proposal is required with the submission of the signed proposal. Only after receipt of such retainer will work commence. Said retainer will be credited against the total amount due on the final project invoice. Payment of invoices will be due within 30 days from the date of the invoice, unless other arrangements are made in writing. Payment on invoices for professional services or expenses incurred from outside contractors will be due upon receipt. Payment is not conditioned upon the Client's securing of mortgage monies, financing, or affirmative insurance coverage. Interest will accrue at the rate of 1 ½ % per month for overdue payments. Client acknowledges that payment of Engineer's invoices is not dependent on Client's securing of mortgages, financing or sale of assets. Any sales tax, value added tax, or similar tax levied on services or materials provided by the Engineer will be paid by Client in addition to all fees due to the Engineer.

Ownership of Documents

All Drawings, Specifications and other work product of the Engineer for the project are instruments of service for this project only and shall remain the property of the Engineer whether the project is completed or not. The Engineer grants Client the right to use these instruments of service for record keeping and maintenance purposes related to the scope of this project. Reuse of any of the instruments of service of the Engineer by the Client on extensions of this Project or any other Project without the written permission of the Engineer shall be at the Client's risk and the Client agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses, including attorney's fees arising out of such unauthorized reuse by the Client or others acting through the Client. Any reuse or adaptation of Engineer's instruments of service shall entitle Engineer to further compensation in amounts to be agreed upon by the Client and the Engineer.

Delegation of Duties

Neither the Client nor the Engineer shall delegate his duties under this Agreement without the written consent of the other.

Termination

This Agreement may be terminated by either party by seven days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, Engineer shall be paid for services performed to the termination notice date including Reimbursable Expenses due plus Termination Expenses. Termination Expenses are defined as Reimbursable Expenses directly attributable to termination plus 15% of the total compensation earned to the time of termination to account for Engineer's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

J.R. Holzmacher P.E., LLC

Governing Law

Unless otherwise specified within this Proposal Statement, this Proposal Statement shall be governed by the law of the principal place of business of Engineer. Any dispute arising under this Agreement shall be resolved in the Courts of the State of New York.

Arbitration

Should litigation or arbitration occur between the parties relating to the provisions of this Statement, all litigation or arbitration expenses, collection expenses, witness fees, court costs and attorneys' fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party. Arbitration shall be non-binding on either party.

Unavoidable Delay

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

Severability

In the event any provisions of this Statement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

Interpretation of Subsurface Conditions

Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations and recommendations by the Engineer will be based solely on information available to the Engineer. The Engineer is responsible for those data, interpretations and recommendations, but will not be responsible for other parties' interpretations or use of the information developed. Services performed by the Engineer under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty, expressed or implied, made in the connection with the providing of engineering services.

J.R. Holzmacher P.E., LLC

Construction Cost Opinions

Any opinion of the construction cost prepared by the Engineer represents its judgment as a design professional and is supplied for the general guidance of the Client. Since Engineer has no control over the cost of labor and material, or over competitive bidding or market conditions, Engineer does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the client.

Construction Site Safety

Engineer has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work, but not relating to the final or completed structure, omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.

Hourly Rates of Compensation

Where hourly rates of compensation are proposed as the method of payment, they shall be those listed in the proposal for each individual or category. Hourly rates for testimony and deposition shall be calculated as 150% of the rate in effect for other services, but not outside the ranges indicated on the tabulation of hourly rates by job classification, to account for vacations, sick leave, holidays, insurance, taxes, pensions, other benefits, overhead and profit allowances for the number of hours that employees are directly employed on the project, including travel.

Sales Tax

Proposals include costs for Professional Services and listed expenses but do not include sales tax. Should the State of New York or other entity deem at some point in the future that sales tax is due, then the Owner will be responsible to pay such tax in addition to the fees listed in the proposal. The Owner will provide adequate documentation and certificates to support exemption from any such taxes which are not applicable to the Owner or its project.



Anna Chacko
General Counsel
achacko@lipower.org
516.719.9860

October 21, 2021

Village of Freeport Electric Department
46 North Ocean Avenue
Freeport, NY 11520-3352
ATTN: Al Livingston, Jr, Superintendent

Village of Greenport
236 Third Street
Greenport, NY 11944
ATTN: Paul J. Pallas, Village Administrator

Village of Rockville Centre
Electric Utilities Department
110 Maple Avenue
Rockville Centre, NY 11570
ATTN: Eileen Foglietta, Acting Superintendent

Re: Wholesale TSC Rate Phase-in Discount

Dear Mr. Livingston, Mr. Pallas and Ms. Foglietta:

The Long Island Power Authority's ("LIPA") Wholesale Transmission Service Charge ("TSC") for the Long Island municipal utilities of Freeport, Rockville Centre and Greenport ("Long Island Municipals") was last updated in 2006.

Next week, at LIPA's request and on its behalf, the New York Independent System Operator ("NYISO") will file with the Federal Energy Regulatory Commission ("FERC") an update to the annual Transmission Revenue Requirement (RR), annual Scheduling, System Control and Dispatch Costs (CCC), and Billing Units (BU (annual MWh)) components of LIPA's Wholesale TSC rate. Table 1 (Wholesale TSC Calculation Information) of Section 14.1.4 of the NYISO Open Access Transmission Tariff ("OATT") will be revised to reflect the updated RR, CC and BU components and an updated rate of \$10.62/MWh.

To mitigate the financial impact of this update on the Long Island Municipals, LIPA will discount the monthly Wholesale TSC Rate on a "black box" basis for the period starting November 1, 2021 and continuing through December 31, 2024 ("Phase-in Period"). These discounted monthly Wholesale TSC rates will provide a gradual phase-in and rate stability for the Long Island Municipals during the Phase-in Period. The Phase-in Period discount will be stated in LIPA's FERC filing (by NYISO).

The total discounted monthly Wholesale TSC Rates to be billed to the Long Island Municipals during the Phase-in Period are as follows:

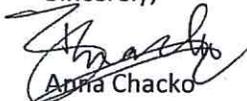
| Phase-in Period | Discounted monthly Wholesale TSC Rate |
|--------------------------------------|---------------------------------------|
| November 1, 2021 – December 31, 2022 | \$6.00/MWh |
| January 1, 2023 – December 31, 2023 | \$7.00/MWh |
| January 1, 2024 – December 31, 2024 | \$8.00/MWh |

As consideration for the monthly Wholesale TSC Rate discount, the Long Island Municipals authorize LIPA to state in its FERC filing (by NYISO) that the Long Island Municipals support the filing and the effective date of November 1, 2021.

After the Phase-in Period, starting on January 1, 2025, the Wholesale TSC Rate will be determined solely by the formula provided in the NYISO OATT. LIPA expects that it will file another update to the RR, CCC and BU components of the Wholesale TSC rate prior to January 1, 2025 in connection with the rate that will become effective at that time. As a courtesy to the Long Island Municipals, by June 2024, LIPA will provide a non-binding estimate of the Wholesale TSC Rate that will become effective on January 1, 2025.

Please indicate your agreement and acceptance by returning a signed copy of this letter to LIPA by Monday, October 25, 2021.

Sincerely,



Anna Chacko
General Counsel
Long Island Power Authority

Accepted and agreed:

Village of Greenport
Date:

Village of Freeport
Date:

Village of Rockville Centre
Date:

VILLAGE OF GREENPORT Budget Adjustment Form

Year: 2022 Period: 10 Trans Type: B2 - Amend. Status: Batch
 Trans No: 4887 Trans Date: 10/12/2021 User Ref: ROBERT
 Requested: M. FLORA Approved: Created by: ROBERT 10/12/2021
 Description: TO APPROPRIATE RESERVES TO FUND THE RENTAL OF A VACUUM TRUCK
 FOR THE ROAD DEPARTMENT Account # Order: No

| Account No. | Account Description | Print Parent Account: No | Amount |
|----------------------|---------------------------|--------------------------|------------------|
| A.5990 | APPROPRIATED FUND BALANCE | | 12,500.00 |
| A.5110.411 | MAINTENANCE OF EQUIPMENT | | 12,500.00 |
| Total Amount: | | | 25,000.00 |

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2022 Period: 13 Trans Type: Bz Amend Status Batch: 10/13/2021
 Trans No. 4888 Trans Date 10/13/2021 User Ref. ROBERT
 Requested: A HUBBARD Approved: Created by ROBERT
 Description: TO APPROPRIATE RESERVES TO FUND THE REPAIR OF THE ROTATING
 PLATE SCREEN ASSEMBLY AT THE WASTEWATER TREATMENT PLANT

| Account No. | Account Description | Account # Order, No | Print Parent Account, No | Amount |
|-------------|---------------------------|---------------------|--------------------------|------------------|
| G 5990 | APPROPRIATED FUND BALANCE | | | 15,000.00 |
| C.8130.200 | PUMP STATION EQUIPMENT | | | 15,000.00 |
| | | | Total Amount: | 30,000.00 |

REQUEST FOR PROPOSAL FORM

INFORMATION TECHNOLOGY / TECHNOLOGY-BASED SECURITY SYSTEMS AT
VILLAGE HALL AND VILLAGE SATELLITE LOCATIONS - 2021

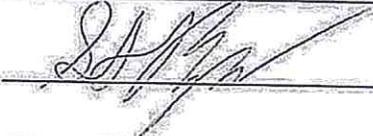
Village of Greenport
236 Third Street
Greenport, New York 11944

Gentlepersons:

The undersigned bidder has carefully examined the Contract Documents for the proposed work and will provide all necessary labor, materials, equipment and incidentals as necessary and called for by the said contract Documents in the manner prescribed therein and in said Contract, and in accordance with the requirements of the Village of Greenport at the following unit and lump sum prices:

Name of Bidder: L.I. Computer Networks, Inc.

Address of Bidder: 1200 Veterans Hwy, Suite 107, Hauppauge, NY 11788

Signature: 

Signed By: Steven Mazza

Title: President

Date: 7/30/21

(REQUEST FOR PROPOSAL FORM CONTINUED)

INFORMATION TECHNOLOGY / TECHNOLOGY-BASED SECURITY SYSTEMS AT VILLAGE HALL AND VILLAGE SATELLITE LOCATIONS - 2021

| INFORMATION TECHNOLOGY / TECHNOLOGY-BASED SECURITY SYSTEMS AT VILLAGE HALL AND VILLAGE SATELLITE LOCATIONS - 2021 | | | |
|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|---------------------------------------------------------|-----------------------------------------------------------|
| Category | Workday Hourly Rate | Holidays and Weekends Rate | Emergency Services Rate |
| General Network Support (i.e. router wiring, virus monitoring, onsite archiving) | \$ 125.00 One hundred twenty-five dollars and 00/100 | \$ 225.00 Two hundred twenty-five dollars and 00/100 | \$ 325.00 Three hundred twenty-five dollars and 00/100 |
| 24/7 monitoring and backup | \$ 5.00/device Varies per device Five dollars and 00/100 per device | \$ N/A Not Applicable | \$ N/A Not Applicable |
| Maintenance and Updates to security cameras | \$ 75.00 Seventy-five dollars and 00/100 | \$ 150.00 One hundred fifty dollars and 00/100 | \$ 225.00 Two hundred twenty-five dollars and 00/100 |
| Monthly Maintenance | \$ 5.00/device Varies per device Five dollars and 00/100 per device | \$ N/A Not Applicable | \$ N/A Not Applicable |
| Updates to software as required | \$ 125.00 One hundred twenty-five dollars and 00/100 | \$ 225.00 Two hundred twenty-five dollars and 00/100 | \$ 325.00 Three hundred twenty-five dollars and 00/100 |
| Troubleshooting/repairs (computer) | \$ 125.00 One hundred twenty-five dollars and 00/100 | \$ 225.00 Two hundred twenty-five dollars and 00/100 | \$ 325.00 Three hundred twenty-five dollars and 00/100 |
| Troubleshooting/repairs (LAN network) | \$ 185.00 One hundred eighty-five dollars and 00/100 | \$ 285.00 Two hundred eighty-five dollars and 00/100 | \$ 385.00 Three hundred eighty-five dollars and 00/100 |
| Cloud Backup and Disaster recovery services | \$ 185.00 One hundred eighty-five dollars and 00/100 | \$ 285.00 Two hundred eighty-five dollars and 00/100 | \$ 385.00 Three hundred eighty-five dollars and 00/100 |
| Other (Please specify) | \$ N/A Not Applicable | \$ N/A Not Applicable | \$ N/A Not Applicable |

BOARD OF TRUSTEES

VILLAGE OF GREENPORT

RESOLUTION REGARDING SEQRA
FOR RESOLUTION 09-2021-6
RESOLUTION ACCEPTING A GRANT TO PARTIALLY
FUND THE DESIGN AND CONSTRUCTION OF A SEWER
MAIN EXTENSION FOR SANDY BEACH

WHEREAS the Board of Trustees of the Village of Greenport Resolution 09-2021-6 on September 23, 2021 accepting a grant from the New York State Department of Economic Development and the New York State Urban Development Corporation d/b/a the New York State Empire State Development Corporation, to partially fund the design and construction of a proposed new sewer collection infrastructure system at Sandy Beach in the Village of Greenport; and

WHEREAS the Board of Trustees desires to formally record its SEQRA lead agency status and determination regarding the adoption of Resolution 09-2021-6 and the acceptance of the aforementioned grant; it is therefore

RESOLVED that the Board of Trustees adopts lead agency status and further resolves that the adoption of Resolution 09-2021-6 and the acceptance of the grant to partially fund the design and construction of a proposed new sewer collection infrastructure system at Sandy Beach in the Village of Greenport is a Type II action as an extension of an existing sewer utility system pursuant to 6 NYCRR 617.5 (c)(13) and that therefore no further SEQRA review is required.

Upon motion of Trustee _____ seconded by Trustee _____,

In Favor _____

Against: _____

October 19, 2021

Wiggins Street Re-Paving Agreement

This Agreement entered into on the day of 2021, between the Village of Greenport, a municipal corporation with offices located at 236 Third Street, Greenport, New York 11944 (hereinafter the "Village"), and the North Ferry Corporation, a New York State domestic corporation with offices located at 12 Summerfield Place, Shelter Island Heights, New York 11965 (hereinafter "North Ferry") as follows:

W I T N E S S E T H:

WHEREAS, Wiggins Street in the Village of Greenport is a village-owned street that is used by vehicular traffic and customers travelling to the terminal of the North Ferry located in Greenport, New York; and

WHEREAS, the Village is planning for the re-construction and re-paving of Wiggins Street at a cost to the Village of several hundred thousand dollars; and

WHEREAS, North Ferry wishes to contribute financially to this particular Village re-paving project to improve access to its Greenport operation;

NOW THEREFORE in consideration of the promises and the respective and mutual agreements contained herein, the Village and North Ferry hereby agree as follows:

1. The Village will re-pave and re-reconstruct Wiggins Street as necessary at the expense of the Village.
2. North Ferry shall pay the Village forty-two thousand dollars (\$42,000) towards the cost of the re-paving, which amount shall be used by the Village specifically towards the cost of re-paving Wiggins Street.
3. North Ferry shall pay the amount stated in this agreement to the Village within ten (10) days of the commencement of the re-paving of Wiggins Street.

October 19, 2021

4. In the event that, for some reason, the Village does not complete the re-paving of Wiggins Street within two years of the date of this Agreement, the Village shall return to North Ferry a prorated share of the \$42,000 originally paid to the Village by North Ferry based upon the amount of the actual linear square footage re-paved versus the linear footage originally proposed.

North Ferry Corporation

By: _____

Village of Greenport

By: _____

October 19, 2021

ACKNOWLEDGEMENT OF NORTH FERRY CORPORATION

STATE OF NEW YORK)

)ss:

COUNTY OF SUFFOLK)

On this ____ day of _____, 20____, before me personally came _____ to me known, who, being by me duly sworn did depose and say that (s)he resides at _____ that (s)he is the _____ of _____ the Corporation described in and which executed the foregoing instrument; that he knows the Seal of said Corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

(SEAL)

Notary Public

ACKNOWLEDGEMENT OF THE VILLAGE OF GREENPORT

STATE OF NEW YORK

COUNTY OF SUFFOLK

On this ____ day of _____, 20____, before me personally came _____ to me known to be the _____ person described as such in and who as such executed the foregoing instrument and he acknowledged to me that he executed the same as for purposes therein mentioned.

(SEAL)

Notary Public

October 19, 2021

DECLARATION OF COVENANTS & RESTRICTIONS

THIS DECLARATION, made this ____ day of _____, 2021, by 123 STERLING AVENUE, LLC with offices at 100 Park Avenue, Mattituck, NY 11952, and mailing address at PO Box 1086, Westhampton Beach, NY 11978, hereinafter called the “DECLARANT”;

W I T N E S S E T H:

WHEREAS, a Stipulation and Agreement of Settlement Including Approval of Revised Site Plan and Uses for Property Owned by 123 Sterling LLC dated March 12, 2007 (hereinafter “Agreement”), was made by and between 123 Sterling, LLC a New York State limited liability company with offices located at 219 Miro Place, Port Washington, NY 11050; Sterling Basin Neighborhood Association, a membership organization, with an office address of c/o Susan Heaney, PO Box 874, Greenport, NY 11944; Bob Stahman, an address of 130 Sterling Ave., Greenport, NY 11944; and George Limperis, with an address of 264 Liberty St., San Francisco, CA 94114; the Village of Greenport, with an address of 236 Third Street, Greenport, NY 11944; the Zoning Board of Appeals of the Village of Greenport, with offices at 236 Third Street, Greenport, NY 11944; and the Village Planning Board of the Village of Greenport, with offices at 236 Third Street, Greenport, NY 11944, (hereinafter collectively referred to as “Village of Greenport Parties”) regarding construction on real property located at 123 Sterling Avenue, Greenport, NY 11944, in the, Village of Greenport, Town of Southold, County of Suffolk, State of New York, more particularly bounded and described as set forth in Schedule “A” annexed hereto, further identified on the Suffolk County Tax Map as Numbers 1001-003.00-05.00-016.004 and 016.005 hereinafter the "PREMISES"; and

WHEREAS, pursuant to said Agreement the Village of Greenport Parties on March 12, 2007 concurrently and collectively approved the Modified Plans set forth in said Agreement, for

the construction of a 3-story mixed use building to include commercial and residential units and a storage unit for said "PREMISES"; and

WHEREAS, on March 19, 2019, the Village of Greenport Building Department issued Building Permit #02774 for the subject Premises to 123 Sterling, LLC for construction of a 3-story mixed use building to include commercial and residential units, and storage unit, as per said Agreement; and

WHEREAS, by deed dated April 12, 2019 and recorded in the Office of the Clerk of the County of Suffolk on April 24, 2019 in Liber 13009 Page 657 from 123 Sterling, LLC the DECLARANT is now the owner of the subject "PREMISES"; and

WHEREAS on April 12, 2019, 123 Sterling, LLC transferred said Building Permit #02774 to the DECLARANT, and

WHEREAS, the DECLARANT has requested that the Building Department of the Village of Greenport issue (hereinafter the "Building Department") a certificate of occupancy for the subject Premises, and

WHEREAS, said Agreement at Article B(4) set forth the EFFECTUATION CONDITION OF APPROVALS granted by the Village of Greenport Parties, whereby the Village approvals granted thereunder were conditioned on 123 Sterling's voluntary offer to set aside residency restricted/price restricted residential units as set forth in the Modified Plans, and provided that 123 Sterling shall not be entitled to receive a Certificate of Occupancy for the approved structures in the Modified Plans unless and until it has recorded covenants effectuating the residency and price restrictions, and

WHEREAS, pursuant to Article B(4) of said Agreement, such residency and price restricted covenants shall (1) provide for an initial sale price of \$175,000, (2) prohibit the merger

of any restricted unit with any other unit, (3) permanently restrict ownership to persons who can demonstrate to the satisfaction of the Village of Greenport Housing Authority that they have either maintained their primary residence and/or place of full-time employment within the boundaries of the Greenport Union Free School District or the Village of Greenport for at least two consecutive years prior to application for approval to purchase, and (4) agree to occupy the restricted unit as a primary residence, and

WHEREAS, pursuant to said Agreement, the set-aside residency restricted/price restricted residential units as set forth in the Modified Plans are to be subject to the following:

The third floor will have:

Five (5) Residency Restricted (“RR”) residential units of approximately 600-650 square feet each. The Ownership and occupancy of the RR units shall be restricted as follows:

- (i) The units can only be sold to purchasers who have resided within the Village of Greenport or the Greenport School district boundaries as their primary residence for no less than two consecutive years immediately prior to the full execution of this Agreement or who have worked within the boundaries of the Greenport School District or Village of Greenport for no less than two consecutive years immediately prior to the full execution of this Agreement and are so certified by the Village of Greenport’s Housing Authority.
- (ii) The units shall be occupied as the owner’s primary residence.
- (iii) The units shall only be sold to purchasers that can demonstrate that they are first time homebuyers and do not own any other residential property.

- (iv) The initial sale price of the units shall be \$175,000.00 to purchasers who qualify under the residency restrictions as described above as certified by the Village of Greenport Housing Authority. The project sponsor working with the Village shall provide public notice when the units become available and shall provide a copy of any contract of sale upon request by the Village of Greenport.
- (v) Each RR unit purchaser shall meet the individual income restriction requirement as set forth in the SONYMA non target low interest program for Nassau and Suffolk Counties.
- (vi) RR units cannot be merged with any other units.
- (vii) The units shall comply with the occupancy restrictions contained in the New York State Uniform Fire Prevention and Building Code.
- (viii) Subsequent sales of these units can be at market rates. However, the residency and unit merger restrictions shall continue as deeded restrictions.
- (ix) In the event the original purchaser of a RR unit sells the unit within two years of the closing of title, a “flip tax” equal to 25% of the difference between the sales price of the RR unit and the purchase price initially paid for the unit, but in no event less than 10% of the gross sales price paid by the seller, shall be paid by the seller. This provision shall survive the deed and closing of title. The proceeds of the flip tax shall be shared 50/50 between the developer/sponsor and the Village of Greenport Housing Authority.
- (x) Any and all flip tax money going to the Village of Greenport Housing

Authority shall be used by the Village of Greenport Housing Authority to further its mission, and

WHEREAS, pursuant to Article B(4) of said Agreement, this Declaration of Covenants and Restrictions has been presented to the Greenport Village Attorney and Village of Greenport Board of Trustees, and same have been approved by the Greenport Village Attorney and Village of Greenport Board of Trustees on _____ and _____, respectively,

WHEREAS, for and in consideration of the granting of said approval, the Village of Greenport has deemed it to be in the best interests of the Village of Greenport and the owners and prospective owners of the subject premises that the within covenants and restrictions be imposed thereon, and as a condition of said approval, said Village of Greenport has required that this Declaration be recorded in the Suffolk County Clerk's Office; and

WHEREAS, the DECLARANT has considered the foregoing and has determined that same will be in the best interests of the DECLARANT and subsequent owners of said premises, subject, among other conditions, to the execution of this Declaration, as hereinafter provided:

NOW, THEREFORE, THIS DECLARATION WITNESSETH:

That the DECLARANT for the purpose of carrying out the intentions above expressed, does hereby make known, admit, publish, covenant and agree that the said premises herein described shall hereafter be subject to the following covenants which shall run with the land and shall be binding upon the DECLARANT and all purchasers and holders of said premises, their heirs, executors, legal representatives, distributees, successors and assigns, to wit:

1. Each of the "WHEREAS" paragraphs above are incorporated herewith and made a part hereof.
2. Subject to the terms, covenants and conditions herein set forth, DECLARANT does

hereby covenant and restrict the Premises as follows:

- A. The third floor will have (5) Affordable Housing Residency Restricted (“RR”) residential units of approximately 600-650 square feet each.
- B. The Ownership and occupancy of the RR units shall be restricted as follows:
 - (i) The units can only be sold to people who have resided within the Village of Greenport or the Greenport School district boundaries as their primary residence for no less than two consecutive years immediately prior to the full execution of this Agreement or who have worked within the boundaries of the Greenport School District or Village of Greenport for no less than two consecutive years immediately prior to the full execution of this Agreement and are so certified by the Village of Greenport’s Housing Authority.
 - (ii) The units shall be occupied as the owner’s primary residence.
 - (iii) The units shall only be sold to purchasers that can demonstrate that they are first time homebuyers and do not own any other residential property.
 - (iv) The initial sale price of the units shall be \$175,000.00 to residents who qualify under the residency restrictions as described above as certified by the Village of Greenport Housing Authority. The project sponsor working with the Village shall provide public notice when the units become available and shall provide a copy of any contract of sale upon request by the Village of Greenport.
 - (v) Each RR unit purchaser shall meet the individual income restriction requirement as set forth in the SONYMA non target low interest program

for Nassau and Suffolk Counties.

- (vi) RR units cannot be merged with any other units.
- (vii) The units shall comply with the occupancy restrictions contained in the New York State Uniform Fire Prevention and Building Code.
- (viii) Subsequent sales of these units can be at market rates. However, the residency and unit merger restrictions shall continue as deeded restrictions.
- (ix) In the event the original purchaser of a RR unit sells the unit within two years of the closing of title, a “flip tax” equal to 25% of the difference between the sales price of the RR unit and the purchase price initially paid for the unit, but in no event less than 10% of the gross sales price paid by the seller, shall be paid by the seller. This provision shall survive the deed and closing of title. The proceeds of the flip tax shall be shared 50/50 between the developer/sponsor and the Village of Greenport Housing Authority.
- (x) Any and all flip tax money going to the Village of Greenport Housing Authority shall be used by the Village of Greenport Housing Authority to further its mission, and

3. This agreement is not intended to create an interest in land, implied or otherwise, in any respective parties’ parcels, and is entered into solely for the purpose of satisfying the conditions of approval and, in particular, the covenants and restrictions requirements imposed by the Village of Greenport.

4. This Agreement cannot be modified nor any provision waived unless same is approved by the Village of Greenport Board of Trustees and same is in writing, signed by the

parties to be charged.

5. This Agreement cannot be terminated without a duly noticed public hearing and an approval of the Village of Greenport Board of Trustees by a super-majority of the Board following said hearing.

6. The covenants and restrictions contained herein shall be construed to be in addition to and not in derogation of, or limitation upon, any local, state or federal laws, ordinances, regulations or provisions in effect at the time of execution of this agreement, or at the time such laws, ordinances, regulations and/or provisions may hereafter be revised, amended or promulgated.

7. The covenants and restrictions contained herein shall be enforceable by the Village of Greenport, by injunctive relief or by any other remedy in equity or at Law. The failure of the Village of Greenport or any of its agencies to enforce same shall not be deemed a waiver of same or affect the validity of this covenant nor to impose any liability whatsoever upon the Village of Greenport or any officer or employee thereof.

8. If any section, subsection, paragraph, clause, phrase or provision of these covenants and restrictions shall, by a Court of competent jurisdiction, be adjudged illegal, unlawful, invalid or held to be unconstitutional, the same shall not affect the validity of these covenants as a whole or any other part or provisions hereof other than the part so adjudged to be illegal, unlawful, invalid or unconstitutional.

9. DECLARANT represents, warrants and covenants that it is the owner of the subject premises, that they have the full authority and power to make this Declaration, and that no consents or approvals are required from any third parties in connection herewith.

10. This Declaration is made subject to the provisions of all applicable laws or by their provisions to be incorporated herein and made a part hereof, as though fully set forth.

11. This covenant shall run with the land and shall be binding on 123 Sterling Avenue, LLC and its successors and assigns.

IN WITNESS WHEREOF, the DECLARANT above named has executed the foregoing Declaration the day and year first above written.

DECLARANT:

123 Sterling Avenue, LLC

By: Paul Pawlowski, Member

(acknowledgements, schedules, consents to be annexed)

STATE OF NEW YORK) : COUNTY OF SUFFOLK) : ss.:

On this ___ day of _____, in the year 2021, before me, the undersigned personally appeared PAUL PAWLOWSKI, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals or the person upon behalf of which the individuals acted, executed the instrument.

NOTARY PUBLIC

SCHEDULE "A"
LEGAL DESCRIPTION OF PREMISES