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

Third Street Firehouse  
November 29, 2021  
7:00 P.M.

B E F O R E:  
GEORGE HUBBARD, JR. - MAYOR  
JACK MARTILOTTA - DEPUTY MAYOR/TRUSTEE  
PETER CLARKE - TRUSTEE  
MARY BESS PHILLIPS - TRUSTEE  
JULIA ROBINS - TRUSTEE  
  
JOSEPH PROKOP - VILLAGE ATTORNEY  
SYLVIA PIRILLO - VILLAGE CLERK  
PAUL PALLAS - VILLAGE ADMINISTRATOR  
ROBERT BRANDT - VILLAGE TREASURER

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

2 MAYOR HUBBARD: Okay. I'll call the meeting  
3 to order. Pledge to the flag.

4 (All Stood for the Pledge of Allegiance)

5 MAYOR HUBBARD: And we have no moment of  
6 silence tonight, because nobody passed away,  
7 which is a very good thing. It's one of the first  
8 times in quite a while, so that's very good, good  
9 to hear.

10 Okay. Under announcements, the Village of  
11 Greenport Housing Authority is actively seeking a  
12 new member.

13 The Village offices will be closed at noon  
14 on December 24th, 2021 and December 31st, 2021 for  
15 the holidays.

16 Next, we have a presentation, Karen Doherty,  
17 from -- the Chairman of the Historic Preservation  
18 Commission.

19 KAREN DOHERTY: Good evening to everyone.  
20 My name is Karen Doherty. I live at 301 Sixth  
21 Avenue in Greenport, and I'm Chairman of the  
22 Historic Preservation Commission.

23 Two years ago, my predecessor -- my  
24 predecessor, as Chairperson of the HPC, obtained  
25 funding from the New York State Office of Parks,

1 Recreation and Historic Preservation and the  
2 Village of Greenport to conduct a Reconnaissance  
3 Level Historic Resources Survey of the Village to  
4 identify tracks, sites, buildings and vistas  
5 important to Greenport's history, and for possible  
6 consideration for the State and National Register  
7 of Historic Places.

8 This survey was developed by Preservation  
9 Studios, a full service historic preservation  
10 consulting firm, with extensive experience in  
11 historic resource surveys. The survey report was  
12 completed and accepted by the State Office of  
13 Parks, Recreation and Historic Preservation in  
14 September 2020. We received our copies of the  
15 reports several months later.

16 Since then, the Historic Preservation  
17 Commission has been engaged in a lengthy process  
18 of review and deliberation on the extensive  
19 preservation recommendations contained in the  
20 report. The report was posted on the home page of  
21 the Greenport Village website so it could be  
22 accessed by the public.

23 We also scheduled time for the public to  
24 comment on the survey at our June 21 -- 2021  
25 meeting, and, of course, the public can address

1 members of the HPC at every meeting. A very  
2 important step in this process was to invite the  
3 three Greenport Village Historians to join us in  
4 this review process.

5 Each historian has extensive knowledge of  
6 Greenport's history and deep roots in the  
7 community. Their insights were especially  
8 valuable in identifying key areas historically  
9 important to the people and character of  
10 Greenport.

11 Our process of review and collaboration  
12 culminated in a set of historic preservation  
13 recommendations, which the HPC approved at our  
14 July 15th, 2021 meeting. These are:

15 Priority 1: Designate as a local Historic  
16 District Front Street from Main Street to Third  
17 Street, both sides of Front Street.

18 Priority 2: Designate as a local Historic  
19 District Front Street from Third Street to Sixth  
20 Street, which is the Greenport Village boundary,  
21 both sides of Front Street.

22 And Priority 3: Designate Green Hill  
23 Cemetery as a local historic landmark, or approve  
24 its nomination to the State and National Register  
25 of Historic Places, and add it to the current

1 Historic District.

2 The members of the Historic Preservation  
3 Commission and the Greenport Village Historians  
4 were unanimous in our agreement with these three  
5 historic preservation priorities. We feel that  
6 preserving the commercial district in as much as  
7 of its original look as possible has the highest  
8 impact to preserve Greenport's historic character  
9 and charm.

10 Our first priority for preservation: The  
11 commercial area along Front Street is the most  
12 visible and trafficked section of Greenport for  
13 both visitors and residents. It encompasses much  
14 of Greenport's waterfront business district.

15 The second priority adds a section of Front  
16 Street that includes several historic structures.

17 The third priority, Green Hill Cemetery, is  
18 the resting place of many notable people and  
19 families. Their lives, adventures and  
20 achievements were particularly important in the  
21 development and history of the Village in the  
22 19th Century.

23 Clearly, doing any of these priorities  
24 represents a commitment of time and money. For  
25 this reason, the group felt that a phase-in

1 process of starting with the first priority might  
2 be the most viable plan of action.

3 Our recommendation that Front Street be  
4 designated a local Historic District can be  
5 accomplished through Greenport Village Code  
6 Section 76-4, Designation of Landmarks or Historic  
7 Districts. The Trustees may designate a group of  
8 properties if they possess the landmark qualities  
9 of, quote, "Significant character or historic or  
10 aesthetic interest or value as part of the  
11 maritime, architectural, economic or social  
12 heritage of the Village."

13 In conclusion, I would like to offer these  
14 observations as you consider our recommendations.

15 First, the pace of change in Greenport is  
16 accelerating through market forces and shifting  
17 demographics. If we as a community wish to  
18 preserve more of our historic places, we must pay  
19 attention to them now.

20 Greenport is the crown jewel of the North  
21 Fork. The historic homes, buildings,  
22 neighborhoods and waterfront, the character of  
23 Greenport, are the main reason people come here to  
24 visit or settle. They are valuable assets and a  
25 huge contributing factor to the economic viability

1 of the Village.

2 Many businesses use Greenport's maritime  
3 history and heritage as part of their marketing  
4 and branding, and rely on the crowds of people  
5 Greenport attracts to sustain and develop  
6 profitable businesses.

7 Lastly, the people who grew up here, who  
8 raised families here, who have ancestors and deep  
9 family connections to Greenport are entitled to a  
10 town they can recognize. There are generational  
11 layers of stories and histories associated with  
12 the different buildings on Front Street. It is  
13 important to the social fabric of the community  
14 that this architectural and historical legacy be  
15 preserved.

16 Thank you very much for the opportunity to  
17 address you, and to offer our Historic  
18 Preservation recommendations for your  
19 consideration.

20 MAYOR HUBBARD: Okay. Well, thank you for  
21 the work on this. Anybody have any questions  
22 right now?

23 TRUSTEE PHILLIPS: No, not at the moment, no.

24 MAYOR HUBBARD: Okay.

25 TRUSTEE ROBINS: Thank you very much.

1 TRUSTEE PHILLIPS: Thank you.

2 MAYOR HUBBARD: Thank you for the work that  
3 you put into that whole report and all and doing  
4 it. Thank you

5 TRUSTEE PHILLIPS: Thank you, it was  
6 awesome.

7 MAYOR HUBBARD: Okay. Public hearings,  
8 we've got three of them.

9 First public hearing is to *solicit ideas*  
10 *from the citizenry regarding a possible*  
11 *application for the Village of Greenport for*  
12 *Community Development Block Grants -- Grant funds*  
13 *for the Fiscal Year 2022.* I'll open it up to  
14 anybody from the public that would like to address  
15 this topic. Do you have any ideas or thoughts --  
16 yeah, go right ahead. Just name and address for  
17 the record.

18 PATRICIA HAMMES: Tricia Hammes, 603 Main  
19 Street. I don't know what the quantum of funds  
20 is. I'm a little bit familiar, though, with the  
21 program, having worked on it many years ago.

22 I think it would be great to see some  
23 portion of that money going to help support the  
24 overall development of the area where the train is  
25 going in, and the skate park, and the paths over

1       there. I think that there's a lot of untapped  
2       potential in terms of having that become a  
3       recreational -- bigger recreational hub for the  
4       Village. And I think it would really be  
5       supportive for the local residents, and would be a  
6       great use of some of that money in terms of  
7       helping to come up with an overall plan, helping  
8       to -- you know, potentially helping the skateboard  
9       a little bit, if there's not enough money with the  
10      Rotary Club to put in the bathrooms, and to think  
11      of other things over there.

12             I have just started to think about it, and I  
13      am sure that there are people in the community  
14      that have done a lot more thinking than I have.  
15      But it just seems like it's really an untapped  
16      resource, and particularly now with the mini --  
17      the mini train going in over there. I think it's  
18      just going to become heightened, the number of  
19      people over there, and it would make sense to kind  
20      of have a plan and start to put a little bit of  
21      money in to make it an attractive area for people  
22      to go to.

23             MAYOR HUBBARD: Okay. Thank you. Anybody  
24      else wish to address the -- yeah.

25             MARGARET DE CRUZ: Margaret deCruz, 25

1 Washington Avenue, Greenport.

2 I would like to see a creative space made  
3 for the Town of Greenport, meaning that -- I don't  
4 know if you've heard of this, but there are things  
5 called fix-it clinics and repair cafes and  
6 makerspaces. And in a repair cafe, people bring  
7 things that are broken that they don't know how to  
8 fix, and instead of throwing it away, they bring  
9 it to a repair cafe, and people who have skills  
10 and tools help them fix it. And it becomes like a  
11 community thing, where people can learn things,  
12 they enjoy each other, and they go home and they  
13 don't have to throw it away, for one thing. So it  
14 helps with the landfill problem and the waste  
15 problem. It also helps build community.

16 And I was also -- I would also like to --  
17 this is a vision, okay? Now whether or not it can  
18 happen, but it is happening in other parts of the  
19 country and in Long Island, some of this stuff.  
20 A tool library. We do not have a hardware store.  
21 That's one of the big things missing in Greenport.  
22 We also don't have a 5 and 10 anymore. But a tool  
23 library is a place where people can bring tools.  
24 I mean, how many tools do people have in their  
25 garages and basements that aren't being used? And

1 other people who don't have these tools could  
2 borrow them, or they could be used in the repair  
3 cafe and the fix-it -- in the fix-it clinics.

4 In this space could be a woodworking shop.  
5 It would be a place where elder people who have  
6 skills that nobody knows anymore, and how to use  
7 your hands, can teach younger people, and a place  
8 where younger people can teach older people how to  
9 use a computer and a smart phone, and stuff like  
10 that.

11 I also see it as a place where we could have  
12 a space for like a classroom for workshops, for  
13 anything. Anybody who wants to teach, you know,  
14 how to -- how to do the cha-cha, how to mend  
15 socks, how to sew. Like it's about mending, and  
16 mending community and mending things.

17 So, of course, the place I think of is the  
18 Arcade, which is not being used. And I -- I did  
19 look up something about -- somebody had said to  
20 me, "Well, the State has a law that if a retail  
21 space is not being used, they can use it as a tax  
22 write-off." Now I don't know what's going on with  
23 that Arcade, but I guess as far as the funding  
24 goes, I would like some funds to help start  
25 initiating something like this.

1           I think the Town of Greenport could really  
2 use the space for young people and older people to  
3 get together and create things, cook, you know,  
4 like some kind of small kitchen.

5           So I think that's all I want to say, but  
6 that's what I'd love to see, and so I'd be  
7 interested in finding a space. The thing that's  
8 good about the Arcade is it faces that parking  
9 lot, so people could bring in chairs to fix, or  
10 whatever it is. You know, it's accessible.

11           And what else? I guess that's all for now.  
12 Thank you very much.

13           MAYOR HUBBARD: Okay. Thank you. Anybody  
14 else wish to address this topic?

15           LORENZO HEIT: Hi. Lorenzo Heit from 235  
16 Linnet Street.

17           AUDIENCE MEMBER: Can you raise the mic?

18           CLERK PIRILLO: I'm sorry, can you say that  
19 again?

20           AUDIENCE MEMBER: Raise the mic up, please?

21           LORENZO HEIT: Better?

22           LUCIA BRAATEN: Can you repeat your name?

23           MAYOR HUBBARD: She didn't catch your name,  
24 that's all, just --

25           LORENZO HEIT: Lorenzo Heit, H-E-I-T.

1           LUCIA BRAATEN: Thank you.

2           LORENZO HEIT: Two things. The first is  
3 down on Sixth Street, at the end, right where the  
4 park is, there's a problem with the drainage over  
5 there, and when a big rain comes, it floods and  
6 washes part of the beach away, and you guys keep  
7 coming back to fix it. And I was thinking that we  
8 might use some of the money to do what they did  
9 with the Peconic -- the Peconic Land Trust did,  
10 where they built a reservoir to be able to hold  
11 that water and drain it more slowly and save the  
12 pollution from going in the bay. That's one idea.  
13 So if you could take a look at that, that would be  
14 great.

15           The other thing is I really enjoyed having  
16 the little Quonset huts or the outdoor dining on  
17 that strip. So if there was a way to be able to  
18 make that permanent. And I understand the traffic  
19 flow problems. But if there was a way to somehow  
20 create that, I think it really helped the ambiance  
21 of Greenport during the summer, when people were  
22 just walking down there and really enjoying it.  
23 And I think it was good for business and I think  
24 it was good for the community.

25           So those are the two ideas I had. Thank you.

1           MAYOR HUBBARD: Okay. Thank you. Anybody  
2 else wish to address the Board?

3                           (No Response)

4           MAYOR HUBBARD: Any Trustees have any  
5 discussion at this time?

6           TRUSTEE MARTILOTTA: I don't think so.

7           TRUSTEE PHILLIPS: No. I sent an email to  
8 Robert on my thoughts.

9           MAYOR HUBBARD: Okay.

10          TRUSTEE CLARKE: I also concur with the idea  
11 of anything we could use to help the Rotary with  
12 the construction and development of bathrooms on  
13 Moore's Lane, and to get a bigger foothold there.  
14 That would be my -- my vote on the best use of the  
15 money, especially if we could make the bathrooms  
16 ADA compliant, and provide a location outside of  
17 the business district where we have services for  
18 visitors and residents.

19          MAYOR HUBBARD: Okay. Thank you. All  
20 right. Robert, do we need to close this public  
21 hearing to move forward with the application?

22          MR. BRANDT: Yes.

23          MAYOR HUBBARD: Okay. I'll offer a *motion*  
24 *to close the public hearing on the CDBG block*  
25 *grant.*

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 The Village Treasurer will work on the  
12 application, put stuff together with the ideas  
13 that Trustees had and what we got from the public.

14 Okay. Second public hearing regarding the  
15 *Wetlands Permit Application submitted by North*  
16 *Ferry Company to repair and provide maintenance on*  
17 *two existing ramps.*

18 This is work that was supposed to be done  
19 before COVID, it got put on hold. They're back  
20 now. They renewed their Army Corps and DEC  
21 permits, and they want to renew their wetlands  
22 permit application. Same plan as everything else  
23 as before. It's just a matter of their expiration  
24 date had come, so they need to renew their  
25 wetlands permit.



1           MAYOR HUBBARD: Motion carried.

2           Okay. The third public hearing, *public*  
3 *hearing on the proposed local law prohibiting the*  
4 *establishment of retail marijuana dispensary*  
5 *licenses and/or on-site consumption licenses*  
6 *within the Village of Greenport.*

7           This is a hot topic, it's been discussed.  
8 You'll see on our agenda, we do have a SEQRA and a  
9 motion on there, but we're taking public comments  
10 on it. We're not saying we're voting on that at  
11 this point, but we just -- we have -- we are  
12 prepared to move forward with that, depending on  
13 the Board's feeling when we get to that point.

14           Just to clarify on the position of opting  
15 out, if you don't opt out, it can happen and you  
16 can't stop it. If you do opt out, you vote to opt  
17 out, you can opt back in at a future date when  
18 things -- find out how it's working. If the  
19 Village decides two years from now they want to  
20 opt back in, they could do that. If we don't opt  
21 out now, we have no choice, it can just happen.  
22 The State could give a license and it could be all  
23 over. That's basically the idea of the public  
24 hearing, why we want to get public input and Board  
25 input on which way we want to go at this point.





1 CATHY HAFT: Maybe you should try it. It's  
2 much better than bourbon or anything else, honest.

3 MAYOR HUBBARD: Okay.

4 (Laughter)

5 CATHY HAFT: I mean, it's crazy. This is  
6 like so backwards. So that's my input.

7 (Applause)

8 MAYOR HUBBARD: Okay. Thank you.

9 CATHY HAFT: There you go, there's support  
10 for this.

11 CAROL EDWARDS: Carol Edwards, 208 North  
12 Street.

13 I think that it's important for everybody to  
14 realize that this is not a fear type of thing.  
15 And I think the State does a disservice when  
16 they're liking opt out or opt in. If you don't  
17 opt out, if you don't opt -- it just escalates the  
18 fear that some people might feel about having  
19 marijuana dispensaries or smoking bars, and I  
20 think we need to get over that.

21 It's taken us 50 years, at least, to get to  
22 where we are now, where it's legal and where it's  
23 medically necessary, and people are really  
24 appreciating what it can offer. So to have this  
25 fear over us all about, no, we should opt -- no,

1 we shouldn't put it in at all, I think it can be a  
2 little misleading.

3 I think there's a lot to be said for going  
4 in. It's -- probably nothing's going to happen  
5 for a couple of years anyway. Even if we do opt  
6 in, how long will it take?

7 I don't know if you guys can control how  
8 many dispensaries we would allow in the Village,  
9 or how many anything else. I don't know what the  
10 rules are with that, but I think it's -- I think  
11 we should move forward without fear.

12 (Applause)

13 PAUL YAO: Hi. Paul Yao, 2826 Peconic Bay  
14 Boulevard in Laurel.

15 I just wanted to address the concept of opt  
16 in, opt out, because it's my understanding that  
17 whilst I acknowledge what you say, you opt out,  
18 you can opt in later, to actually get a license,  
19 it's my understanding that even if you were to  
20 remain in, you still have to -- the Town still has  
21 to write a letter of support in support of an  
22 application, and you still can dictate the time,  
23 place and manner of operation over retail  
24 dispensary or use bar.

25 So whilst you could opt in, no one's going

1 to get a license for Greenport unless you actually  
2 issue a letter of support in support of that  
3 application.

4 So -- and the other thing is by not opting  
5 in now, you may miss the opportunity to opt in at  
6 a later time. So the State, the State may even  
7 grant licenses whilst you may miss that window,  
8 and there may be no additional licenses granted  
9 thereafter.

10 So you actually maintain a lot of  
11 optionality by remaining opting in now, because  
12 you still -- you still can write the letter of  
13 support, or even elect not to. You can choose  
14 where you want to zone it, if you want it -- want  
15 it in the Village or in an industrial place. So I  
16 think -- I think it's a lot more to opting in or  
17 opting out than just simply select opting in,  
18 opting out. You have a lot more under your  
19 control.

20 MAYOR HUBBARD: Thank you.

21 (Applause)

22 TRUSTEE PHILLIPS: Mr. Mayor, we need to --  
23 we need to clarify that.

24 MAYOR HUBBARD: Okay.

25 TRUSTEE PHILLIPS: Can the Village Attorney

1 clarify that point about the -- because, if I  
2 remember correctly, part of my understanding in  
3 reading this is that they're going to follow the  
4 Liquor Authority's process. And I do believe that  
5 the idea of us having control over yay or nay is  
6 not really a clear -- a clear point from the State  
7 at the moment.

8 ATTORNEY PROKOP: Well, there's no --  
9 there's no indication in the legislation that I've  
10 seen that the Village would have -- if we opted  
11 in, or it actually failed -- if we did not opt out  
12 and remained in, there's no indication that we  
13 would have any control over the licensing. As a  
14 matter of fact, it does say specifically that the  
15 Village -- that municipalities cannot zone in a  
16 way that would frustrate the establishment or  
17 operation of these places. So, actually, our  
18 zoning powers would be probably limited.

19 Some -- some communities are considering  
20 industrial areas, as you heard the speaker  
21 mention, but, you know, of course, Greenport  
22 doesn't have an industrial area that we could  
23 relegate these establishments to.

24 The example that we have now that we've been  
25 dealing with the State for many years is we

1 have -- we have people apply for liquor licenses  
2 for establishments that are not legally viable,  
3 viable from a zoning standpoint. We notified the  
4 Liquor License -- we notified the SLA of that, you  
5 know, that somebody's applying for a liquor  
6 license in an establishment that is not zoned for  
7 what they plan to use it for, and the Liquor --  
8 the SLA issues the license anyway. And I don't  
9 see any difference in what would be happening with  
10 this Control Board than the current experience  
11 that we have with the SLA.

12 MAYOR HUBBARD: Okay.

13 TRUSTEE PHILLIPS: Thank you.

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

16 MARGARET DE CRUZ: Margaret deCruz, 25  
17 Washington Avenue.

18 I like the idea of opting out. We can see  
19 what other communities and how it affects other  
20 communities before we go forward, and we can  
21 always opt in. I don't think it's a -- well, I  
22 think that what I worry about, really, is are  
23 there going to be fields of marijuana grown  
24 everywhere instead of vegetables? Like I don't  
25 really know. I feel like it's not really clear of

1        what can happen, so I would rather wait. I think  
2        we can always opt in. And it's not about that you  
3        shouldn't smoke or not, or use it for medicinal  
4        purposes. I know it's helpful. But I think,  
5        yeah, that's what I want to say. Thank you.

6                MAYOR HUBBARD: Thank you. Somebody in the  
7        back, yeah.

8                LIANA GILLOOLY: Good evening, everybody.  
9        My name is Liana Gillooly, 178 Sterling Street in  
10       Greenport.

11               I spent 11 years living in California before  
12        returning here to my hometown, and I experienced  
13        what safe and regulated cannabis can look like and  
14        be like. And for one, my drinking was  
15        significantly reduced when I had this alternative.  
16        It is a healthier option physiologically on the  
17        body. There's a lot of science to back that.  
18        It's even proven to have medical benefits.

19               There is a -- people are selling and using  
20        cannabis in the Town of Greenport, and I believe  
21        that we as citizens should have the right to a  
22        safe supply of cannabis that has been tested for  
23        heavy metals and chemicals, and any other  
24        adulterants. And I believe that we shouldn't have  
25        to drive far distances to be able to have that

1 access to that right, which the State has made  
2 very clear.

3 This has been an ongoing battle for a long  
4 time. I think cannabis consumers in general are  
5 tired of feeling like we are doing something wrong  
6 when we're not, and now the State has come out and  
7 said this. There are dozens of places to get a  
8 drink in the Town of Greenport. And I will also  
9 convey that in other states that have  
10 decriminalized cannabis with small towns, very,  
11 very often towns are able to regulate if and when  
12 and where a cannabis dispensary would go in.

13 And I resist the framing that we don't know  
14 how to do this. This has been done in hundreds of  
15 municipalities across this country. There's tons  
16 of precedence to help us do this. There is  
17 precedence around zoning in relationship to  
18 schools. Downtown Greenport is very close to the  
19 school, so there's a whole section of Greenport  
20 that you wouldn't even be allowed do this in. You  
21 could put it up Bay Street, up on where those  
22 stores are. You could put it on a second story.  
23 You can do different things.

24 And I've also been to dispensaries that were  
25 more like an Apple store, or more like a high end

1 boutique shop, or, you know, had people that were  
2 very caring and conscious and conscientious of not  
3 presenting in the community in a way that didn't  
4 match the vibration of the community.

5 I think that there is a lot that access --  
6 access would mean a lot to the many, many people  
7 of Greenport who currently consume cannabis. And  
8 I don't -- I think if we opt out now, we all know  
9 how long it takes to move the needle in  
10 government, and especially in small towns like  
11 this, where all of you are putting in so much of  
12 your time and energy, often going above and beyond  
13 the call of duty.

14 And so I would say that it does take several  
15 years to process these applications. Greenport  
16 will be able to stipulate where and when, and if  
17 and how this will happen, and that we should opt  
18 in, and we should demonstrate that Greenport is  
19 part of the present moment that we're in, and that  
20 we're not being kind of stale and stuck in the  
21 past of the way that it was.

22 I think that we can maintain and retain the  
23 culture of this precious town that we all love so  
24 much, and that we can have very tasteful options  
25 for cannabis dispensaries in Greenport, at least

1 one, I would say. You could even maybe make it  
2 only one. But I really feel strongly that there  
3 should be an option for those of us who choose  
4 that, especially those of us who might choose it  
5 over alcohol, which is widely accepted within the  
6 culture of Greenport. Thank you.

7 (Applause)

8 MAYOR HUBBARD: You're next, John. Yeah, go  
9 ahead, Bob.

10 BOB MILLS: Thank you. My name is Bob  
11 Mills, I live in East Marion. I grew up in  
12 Greenport. I know many of you. I have to say I  
13 am not opposed to marijuana. I may have even  
14 tried it once myself. I didn't inhale, but --

15 (Laughter)

16 BOB MILLS: However, I am in support of  
17 opting out at this time. I don't think, having  
18 seen other dispensaries in other states, I don't  
19 think Greenport could handle the additional  
20 traffic and parking. We can't make more space, we  
21 can't make more parking spaces, we're limited now.  
22 They're parking all the way up to Broad Street,  
23 for gosh sakes, in the middle of the summer.

24 And I'm not opposed to having people come  
25 here, but just to have people come into this town

1 to get -- to buy pot, which is what's going to  
2 happen, I've seen it in Massachusetts where the  
3 cars are lined up down the road, a police officer  
4 is having to direct traffic. It's going to have  
5 an effect on the town. People are going to come  
6 from all over just to get their pot here, or their  
7 cannabis.

8 Again, I'm not opposed. I don't think  
9 that's the issue. I think it's a quality of life  
10 issue for the -- for the Village and the  
11 surrounding area. There's too much traffic now,  
12 there really is, and, you know, Riverhead's not  
13 that far away.

14 That's my support -- my feelings on it. I'm  
15 definitely in favor of opting out.

16 TRUSTEE PHILLIPS: Thank you.

17 BOB MILLS: Thank you.

18 TRUSTEE CLARKE: Thank you.

19 MAYOR HUBBARD: John.

20 JOHN SALADINO: John Saladino, Sixth Street.

21 I have a question. I don't have an opinion,  
22 opt in, opt out, yet. But I do have a question,  
23 and I'll ask it through the Board, from the first  
24 speaker. What revenue are we talking about here  
25 that we're missing out on? Does the Village

1 realize a profit from --

2 MAYOR HUBBARD: No. The sales tax revenue  
3 would go to the Town, not to the Village.

4 JOHN SALADINO: I know that, but --

5 MAYOR HUBBARD: Okay.

6 JOHN SALADINO: -- is there something else  
7 that --

8 MAYOR HUBBARD: No.

9 JOHN SALADINO: The BID tax we know is  
10 dealing with property.

11 MAYOR HUBBARD: Right. The biggest sale was  
12 you're going to get sales tax revenue on  
13 everything else. We don't get a direct connection  
14 to the sales tax, that all goes to the Town.

15 JOHN SALADINO: So there is no revenue  
16 attached to this?

17 MAYOR HUBBARD: Joe.

18 ATTORNEY PROKOP: There's a small  
19 percentage. It depends on whether the -- whether  
20 the Town -- whether the Village is able to work  
21 something out with the Town. If we don't -- if  
22 we're not able to work something out with the  
23 Town, it's approximately 1% of the sales that  
24 would be passed on to the Village.

25 PAUL YAO: But it --

1 MAYOR HUBBARD: Okay.

2 PAUL YAO: Can I ask a question?

3 MAYOR HUBBARD: Go ahead, John, you have the  
4 floor.

5 JOHN SALADINO: Is it 1% of the gross sales,  
6 or the 1% of the sales tax?

7 AUDIENCE MEMBER: Four percent.

8 MAYOR HUBBARD: Excuse me. Excuse me.

9 JOHN SALADINO: They're the ones that have  
10 to answer to let us know.

11 ATTORNEY PROKOP: It's approx -- so there's  
12 a couple of different -- there's a couple of  
13 different combinations of things that can happen,  
14 like we reach an agreement with the Town, we  
15 don't -- basically, the Village and the Town would  
16 split 3%. If we don't agree with that, if we  
17 don't agree with the Town on how to split that,  
18 then it's my understanding the Village would get  
19 1% moving ahead. It's approximately 1% of the  
20 gross sales that the Village would -- are supposed  
21 to filter down back to the Village. It's unclear  
22 exactly how that's going to happen, but that's  
23 what is framed out in the law.

24 JOHN SALADINO: Would you know if there  
25 would be -- if there would be a tax revenue if --

1       you said 3% that you would split between the Town  
2       and the Village. If Southold opts out, does that  
3       3% still --

4                ATTORNEY PROKOP: It only -- no. It only  
5       has to do with what happens in Greenport.

6                JOHN SALADINO: So Southold could realize a  
7       profit if Greenport opts in, without opting in or  
8       out.

9                ATTORNEY PROKOP: Actually, I'm not 100%  
10       sure of that, because the dispensary would still  
11       be in the Town of Southold. But that's why I said  
12       there's a couple of combinations of things that  
13       could happen, but, roughly, it would be about 1%  
14       that would come to the Village. It could be a  
15       little bit more, but roughly, it's about 1%.

16               JOHN SALADINO: I asked you, but I didn't  
17       hear the answer. Is that of the sale, 1% sales,  
18       or 1% of the sales tax?

19               ATTORNEY PROKOP: I think it's of gross  
20       sales. So if it's 400,000 in gross sales, it  
21       would be \$4,000 only.

22               JOHN SALADINO: Thank you.

23               MAYOR HUBBARD: Thank you.

24               JOHN SALADINO: Thanks for listening.

25               MAYOR HUBBARD: Anybody else wish to address

1 the Board?

2 LORENZO HEIT: Yes. Lorenzo Heit, 235  
3 Linnet.

4 Just to address, I happened to have  
5 family reasons why I used to go to Colorado all  
6 the time, and so I was there when they first  
7 passed the law. And there was a lot of fear, kind  
8 of like what I'm hearing now about how the unknown  
9 was going to affect them. And having been to  
10 Boulder and seeing over many years and reading the  
11 papers there when I was there, virtually all of  
12 the problems they anticipated never materialized.  
13 And, basically, they saw -- the only thing that  
14 they really saw that was negative was a slight  
15 increase in the number of driving while under the  
16 influence of marijuana, but they saw a  
17 corresponding decrease in driving under the  
18 influence of alcohol. But the increased crime  
19 rate, any of those things never materialized.  
20 And, in fact, you can tell if that was true,  
21 because Washington, -- I think it was the next  
22 state to pass it, spent several years studying  
23 what was going on in Colorado before they  
24 introduced the law.

25 And so I know that we're looking at an abyss

1 of unknown, but the history in other states has  
2 said, basically, the problems that we fear did not  
3 come to fruition. Thank you.

4 (Applause)

5 AURELIE LANG: Hi. Aurelie Lang from  
6 Mattituck. I came all the way to say what I say.

7 MAYOR HUBBARD: If you could just repeat  
8 your name again, because she didn't get it.

9 AURELIE LANG: Oh, Aurelie Lang,  
10 A-U-R-E-L-I-E, last name Lang, L-A-N-G.

11 LUCIA BRAATEN: Thank you.

12 AURELIE LANG: Okay. So I just want to  
13 share a little bit of my experience. I left New  
14 York City in December 2019, just before the  
15 pandemic. And the year prior to that, there was  
16 not one street that I would walk on without  
17 smelling marijuana. Some people found it like  
18 really delicious and lovely. Myself and my son,  
19 we don't. We actually get really nauseous, we get  
20 a headache and we get light headed. I never smoke  
21 any marijuana, but I got the secondhand smoke. It  
22 was everywhere.

23 I would go pick him up from school, I would  
24 go to parents conference, you know, at my -- I  
25 have three children, my different children's

1 school, it was everywhere.

2 So my issue is that I totally understand the  
3 benefit of it. I'm just cautioning you guys that  
4 it will change Greenport. They already -- people  
5 are already smoking in Greenport and that's fine,  
6 but it's -- again, there's a whole bunch of rules  
7 of where people are not supposed to smoke, and how  
8 are you going to regulate that?

9 You know, you have -- my children are older  
10 now, but you raise children and they walk around  
11 smelling marijuana everywhere. You know, even it  
12 stays on the clothes. I had employees in New York  
13 City, they would come to work with their clothes  
14 wreaking of marijuana. In the subway, you  
15 couldn't escape it. The last year before I came  
16 here, you I could not escape it, it was  
17 everywhere.

18 So I just wanted to share my experience, and  
19 that's it. Thank you.

20 TRUSTEE CLARKE: Thank you.

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

23 MR. SWISKEY: William Swiskey, 184 Fifth  
24 Street.

25 I'm not pro or con either way on this, but I

1 think we need more facts. My understanding was  
2 that the Town opts out, we get the total. That's  
3 what the law says. Perhaps the -- you could  
4 continue this hearing until the Lawyer does a  
5 little bit of research. Thank you.

6 MAYOR HUBBARD: Okay. Thank you.

7 (Applause)

8 RANDY WADE: Randy Wade, Sixth Street in  
9 Greenport.

10 I'm very glad they decriminalized marijuana,  
11 and -- and I am very glad the Village Board is  
12 considering opting out.

13 I tried to research model zoning codes, and  
14 it's honestly very complex and very confusing.  
15 One of the ones I was looking at is -- recommended  
16 that dispensaries had to be 1,000 feet away from a  
17 residential district. I mean, just like a lot of  
18 distance things I think would be a real problem  
19 for the Village, and it is going to require a lot  
20 more research to come up with something that would  
21 work.

22 And the -- I feel bad, because our Lawyer,  
23 there's so many issues you raised recently about  
24 zoning that I think is much more critical, and I  
25 would hope he'd put time towards those issues, and

1       that we -- it would allow the rest of New York  
2       State to come up with some ordinances that would  
3       apply to Greenport, so that we could easily copy  
4       something that's already happened and observed,  
5       because, yeah, I also don't really want to walk  
6       down the sidewalk and smell it, and have this  
7       become a destination from other places.

8               I could see places in Southold more likely,  
9       like that are more driving, the little shopping  
10       centers, and not -- it deadens the downtown  
11       walking environment. When I went in California to  
12       a couple of different cities that have them, and  
13       we went into look at them and everything, they --  
14       they're blocked off from the street. They have an  
15       armed guard kind of at the door checking IDs.  
16       And so they're not a pedestrian friendly activity  
17       for downtown, which -- and that's all we are is  
18       this little downtown. So thanks a lot.

19              MAYOR HUBBARD: Okay. Anybody else wish to  
20       address the Board on this topic.

21              DAVID FALKOWSKI: Good evening, Trustees.  
22       David Falkowski, 7 Fordham Street, Sag Harbor,  
23       other side of the pond. Spent a sunny day over  
24       here.

25              I just wanted to bring a few facts. I don't

1 know if any of you know about myself and my work.  
2 I'm one of the original expansion hemp farmers in  
3 2017-18. I've worked inside and outside of the  
4 State cannabis programs, and I've watched this  
5 train of adult use cannabis come down the road  
6 here, and I just kind of wanted to bring some  
7 facts together. I know I'm addressing the Board  
8 and not the community here today.

9 A quick one on the taxes. There is -- there  
10 are excise taxes in the distribution chain, like  
11 tailgate from a farmer or manufacturer to a  
12 distributor, like Southern, just like there is  
13 with liquor. Then there is the local POS, point  
14 of sale tax. So if there is a dispensary here  
15 somewhere in your lovely hamlet, it's 4%. That  
16 gets sent from the retailer Upstate. It then gets  
17 disbursed back down to the County. County gets  
18 its big 1%.

19 To the Town and Village split, if the Town  
20 of Southold does not opt out, which this beautiful  
21 hamlet resides within, you have the option to  
22 negotiate a split. If something is not  
23 negotiated, default is a 50/50 split. So to your  
24 point, we're roughly at about 1 1/2% if there was  
25 really no negotiation and considerations put

1       there. If Southold itself did decide to opt out,  
2       all that 3%, as I understand it, would come down  
3       to the Village itself.

4               Speaking of opt out, what we're really  
5       discussing here today, and I bring this discussion  
6       to many meetings I've been part of for East  
7       Hampton Town, Westhampton Beach Village,  
8       Southampton Town -- by the way, all of these have  
9       been by their request, invited me to speak on  
10      panels. Most recently, something we did with the  
11      press group, I invite you to look that up, last  
12      week, Cannabis is Coming in New York. It was  
13      excellent. That was with Town Supervisor Jay  
14      Schneiderman, Jim Larocca, my Mayor in Sag Harbor  
15      Village, Bryan Polite of the Shinnecock Nation.  
16      We also had Mark Epley of Seafield. He owns and  
17      runs a lot of the rehabs here. What we're talking  
18      about is just having a retail establishment.

19              So to address issues like smoking, I'm sure  
20      you understand that you're going to have to  
21      address that separately. New York State has  
22      attached smoking marijuana to smoking tobacco. At  
23      this point, smoking is smoking. So if we don't  
24      want to have this on the streets of Greenport,  
25      which I don't blame you, you know, around the

1 carousel and other things, you have to pass an  
2 ordinance that bans all smoking and vaping. You  
3 can't --

4 TRUSTEE PHILLIPS: We already did.

5 DAVID FALKOWSKI: Yeah, you can't segregate  
6 marijuana from tobacco use. So that's how we  
7 handle certain things like that.

8 We will not be able to opt out of home  
9 cultivation, people using marijuana. We still  
10 will have to address, you know, drunk driving.  
11 And when we start to -- have you started to look  
12 at DREs? Drug Recognition Experts.

13 TRUSTEE PHILLIPS: Uh-huh.

14 DAVID FALKOWSKI: And, you know, check  
15 feasibility studies. You know, the South Fork,  
16 the East End only has one. And let's know, people  
17 are smoking marijuana now and there is drunk  
18 driving. So, you know, these are some of the  
19 assessments that they're not going to be affected  
20 by opting out, except that there's going to be  
21 less money, possibly, in the coffers there.

22 Just so you know, also, the -- I have a  
23 report. It's the Local Impacts of Commercial  
24 Cannabis. It's put out by the ICMA, International  
25 Management, something, something, Associations.

1 It's an association. Sorry to mumble through  
2 that.

3 (Laughter)

4 DAVID FALKOWSKI: That many different  
5 municipalities, they pay for these services. It  
6 aggregates data from municipalities from  
7 California, Colorado, and several other states. I  
8 can email that, that study to you, if you'd like  
9 to read further the impacts. They're rather  
10 neutral across the board. Of course, any time you  
11 rip off a Band-Aid and something changes, there's  
12 a little bit of pain, but it's all about leveled  
13 out, the world didn't end.

14 I'm gong to offer just my time at this  
15 moment. I came over here. Do you have any  
16 questions specifically, maybe for somebody who's a  
17 little bit of an expert of cannabis regulation  
18 here on Long Island?

19 TRUSTEE PHILLIPS: Mr. Mayor, I have one  
20 question. I've heard a fair amount of other  
21 states, and I'm familiar as to what Massachusetts  
22 and Rhode Island does, given the industry I'm in.  
23 But if I remember correctly, most of those state  
24 Legislatures, before they actually enacted putting  
25 this onto the table for being consumed, had

1 developed all the rules and regulations to put  
2 out, where New York, if my understanding is  
3 correct in all that I'm reading, has not even  
4 got -- they just recently established the Office  
5 of Cannabis Management, and they're still trying  
6 to develop rules and regulations upon which to  
7 pass out to the communities; is that correct? Am  
8 I --

9 DAVID FALKOWSKI: Yeah. So, as I understand  
10 it, the Cannabis Control Board, which just like  
11 the Trustees, under the Office of Cannabis  
12 Management, up until a month or two ago, they were  
13 finally seated. They've had a few meetings, and  
14 as I understand it, they are writing these  
15 regulations. You know, the MRTA, the statute is  
16 passed. So any one of us right now -- this isn't  
17 Federal property, right? You could have three  
18 ounces of marijuana in our pocket.

19 TRUSTEE PHILLIPS: No, I'm -- what I'm  
20 talking about is in dealing with -- within the  
21 current documentation that's come out from the  
22 Cannabis Board, there must be at least 10  
23 different licenses, if I remember correctly,  
24 which --

25 DAVID FALKOWSKI: There are many different

1 license structures

2 TRUSTEE PHILLIPS: Right. Which the only  
3 two that we're dealing with here are dealing with  
4 the retail dispens -- dispensaries -- excuse me, I  
5 have a hard time with that word -- and a smoking  
6 lounge.

7 DAVID FALKOWSKI: Correct.

8 TRUSTEE PHILLIPS: Those are the only two  
9 that we're dealing with. There is no cutting off  
10 the farmer from processing to create hemp  
11 products. They even actually -- if I've been  
12 reading correctly, that particular code or permit,  
13 we have no control over, okay?

14 DAVID FALKOWSKI: Okay.

15 TRUSTEE PHILLIPS: But that the -- it has  
16 been segregated off to a different part under the  
17 Cannabis, Office of Cannabis Management, where  
18 they already have processed 2,327 provisional  
19 licenses to do that particular process, if my  
20 understanding is correct. But we're only talking  
21 about something that -- as far as I know, there's  
22 been nothing given back to municipalities as to  
23 the rules and regulations to deal with how we can  
24 pose zoning, correct?

25 DAVID FALKOWSKI: Well, no. I think in the

1 statute, there are many guidelines, and much of  
2 it, it was referenced here earlier today, mirrors  
3 a lot of what the SLA has done, you know, with the  
4 porch rules, you know, 100, 200 feet from a  
5 church, or 500 feet from a school. There's very  
6 simply overlays once can conduct. I'm sure you've  
7 already zoned alcohol consumption sites, and a lot  
8 of it mirrors. So yes, a lot of these licenses  
9 are listed just as that alone, nursery license,  
10 cultivation license.

11 Here's another important factoid, or as I  
12 understand it. The state regulators have decided  
13 that one million pounds of marijuana, it sounds  
14 like a lot, but remember, New York City probably  
15 consumes that in way less than a year, they're  
16 going to calculate all of the licenses, that's  
17 manufacturing, cultivation and dispensing, for the  
18 first year.

19 As I also understand it, I sit on many  
20 boards and different meetings and calls weekly,  
21 there's only going to be about two to maybe  
22 upwards of five dispensaries per Assembly  
23 District. So these are going to be also very  
24 competitive licenses. So out of the gate, it's  
25 not like we're going to see one of these in every

1       municipality.

2               To that point, this is really about resource  
3       management. And, again, I'm just here to spread  
4       information today, you know, yay or nay. I mean,  
5       I really do love Greenport and the aesthetic. And  
6       we've seen many struggles through the years in  
7       Sag Harbor, and it kind of breaks my heart  
8       sometimes, so I appreciate you taking the time.

9               But these licenses, you know, they're going  
10      to be limited. And when we talk about locals and  
11      resources, multi-generational, you know, here,  
12      family with roots, some of these people may want  
13      to have a chance at this. And I -- the one thing  
14      I would implore you at least is to hear them,  
15      because what happens when we do opt out is you're  
16      basically just buying more time for large  
17      multi-state operators, who have money to filter  
18      through all the real estate listings one town line  
19      over. And one of those licenses is a delivery  
20      licenses, and they can have up to 25 vehicles.  
21      And suppose that happens over in Riverhead, and  
22      the entire North Fork here, South Fork, Southold,  
23      Greenport opts out, that delivery service, I can  
24      virtually guarantee, is going to be delivering  
25      marijuana to the doorsteps of Greenporters. And

1 that POS, that point of sale, is going to be over  
2 there in Riverhead, and they're going to be  
3 collecting the revenue. And Greenport and other  
4 municipalities this way will be stuck with still  
5 dealing with figuring out how to handle DREs, drug  
6 recognition, harm reduction, all of the zoning  
7 resources that are going to be needed to handle  
8 these smoking areas and other points of concern.

9 TRUSTEE ROBINS: Mayor, I have a question  
10 for him.

11 MAYOR HUBBARD: Uh-huh.

12 TRUSTEE ROBINS: The -- the permission to do  
13 dispensaries versus smoking parlors is, from what  
14 I've read of the law, is an either/or, that we do  
15 not have to allow both; is that correct?

16 DAVID FALKOWSKI: Correct, you can separate  
17 those two matters. And I -- I still personally do  
18 not completely understand the concept of allowing,  
19 you know, social consumption site, as, you know,  
20 the statute has stepped forward. So I definitely  
21 understand a lot of municipalities having a much  
22 more conservative approach to that. But again,  
23 opting out of a dispensary possibility really just  
24 diminishes the ability of locals. And I see a lot  
25 of locals here in this room, and I'm a little bit

1 jealous. My town's a little bit bigger than I'd  
2 like it to be, these days, a lot of  
3 out-of-towners. And by opting out, you give the  
4 out-of-towners the ability to come in, like  
5 bullies in the room, on the edges of your Village.

6 TRUSTEE ROBINS: The other thing on the  
7 lounge, is my understanding, because of the Clean  
8 Air Act in New York, allows you -- would be not  
9 permitted anyhow, because if you're smoking  
10 inside, or even around the building, I mean,  
11 that's not permitted in New York State.

12 DAVID FALKOWSKI: Correct. So as I also,  
13 though, understand it, smoking and vaping, sure,  
14 they are like maybe the most traditional forms of  
15 consuming cannabis. Most recently, I was out in  
16 Chicago. They're basically -- all the  
17 dispensaries out there are run by MSOs, these  
18 large multi-state operating corporations. There's  
19 not a single minority-owned dispensary out there.  
20 And sure, smoking and vaping products make up  
21 probably for about 50% of the sales, but there's  
22 all sorts of edibles, chocolates, beverages, and  
23 other ways. And these are some of the many  
24 conversations I'm having, you know, with different  
25 municipalities, what does this look like?

1           As people are approaching the different  
2 boards and mayors, supervisors, etcetera, making  
3 that intent, which is part of the statute, you  
4 have to notify the municipality within a certain  
5 number of days. And so there's more to it than  
6 just smoking.

7           TRUSTEE MARTILOTTA: If I may.

8           MAYOR HUBBARD: Sure.

9           TRUSTEE MARTILOTTA: The thing that -- I  
10 lived in Maine, where it's legal. Maine didn't  
11 collapse, like I get it. My question and thing  
12 that people keep asking me, and I don't have a  
13 good answer, and I hear what you're saying about  
14 the zoning, I just -- I'm very concerned if we  
15 don't have enough control over how many, when and  
16 where, like I'm very concerned about that. Just  
17 right before COVID --

18          DAVID FALKOWSKI: It's a balance.

19          TRUSTEE MARTILOTTA: -- we had people coming  
20 here all the time asking us to put a moratorium up  
21 for restaurants and bars because there was too  
22 many, okay? Well, there was a -- if we were -- if  
23 we struggled -- we're not, so I shouldn't say  
24 that. If we had challenges controlling something  
25 that we have a lot of experience with, I'm

1 concerned that we may have more trouble concerning  
2 something where everything I've read on this,  
3 which is -- which is more than I ever expected I  
4 would, it's very vague.

5 DAVID FALKOWSKI: It is very vague.

6 TRUSTEE MARTILOTTA: Like I'm not -- I'm not  
7 against this principle by any means. I just don't  
8 know that I can go to my neighbors and give them a  
9 solid answer as to when and where and what type.  
10 Like you can have smoking -- like my brother lives  
11 in Westchester, he owns a cigar bar, but they  
12 exist. And, again, I don't think the world is  
13 going to collapse, it's just the when, the where  
14 and the how.

15 I'm very concerned that until New York  
16 fleshes out something more specific on the zoning,  
17 that I'm basically going to turn to the people in  
18 town and say, "Look, we said yes, but I don't know  
19 when or where or how." And Southold's going to  
20 opt out, and what relationship is that going to be  
21 with the police? Like I -- and I can't seem to  
22 find any good research on that at all. If you  
23 could spread any light on that, I would appreciate it.

24 DAVID FALKOWSKI: Yeah. I think, you know,  
25 that ICMA report might help a little bit, you

1 know, the impacts. I'll say this. I don't envy  
2 your job right now. I mean, this is a very  
3 difficult thing. You know, New York's hand was  
4 forced to pass this bill with, you know, virtually  
5 all of the states in the northeast region now  
6 having some sort of adult use marijuana.

7 And don't let adult use confuse you also.  
8 Adult use is really about opportunity for those of  
9 us who are in this room right now, whereas  
10 medical, there's only 10 licenses in the state,  
11 and that's like big corporations.

12 My only advice here is, and my position is,  
13 I'm from the people, for the people, I'm a small  
14 farmer. I just want to make sure that these  
15 decisions are thought through, and that people who  
16 have interest in downtown Greenport, who might  
17 want to have a dispensary, that they get their  
18 fair turn and voice, because I do feel, and my  
19 experience in the last several years, opting out  
20 now really is probably going to close a very  
21 narrow window.

22 And I do understand and acknowledge this  
23 is -- this is a huge challenge. So I don't envy  
24 your job now, but I just do hope that you provide  
25 opportunities for the folks in Greenport who

1 want it.

2 TRUSTEE PHILLIPS: Mr. Mayor, can I just ask  
3 one more question? This is the last one, okay?

4 Not only on land is the enforcement of the  
5 DUI, but in the State of New York we have to  
6 enforce DUIs on the water, and I have not yet seen  
7 anything come about with this.

8 And we are a waterfront community. Our  
9 waterfront has become an extensive, especially  
10 since COVID. I just have a fear -- not a fear. I  
11 don't have a fear of pot, and I really kind of  
12 dispute the attitude that that's what this is a  
13 fear of. It's not, okay? It's looking at the  
14 Village as a whole, number one, where we want to  
15 be, what we want to be, and safety and health and  
16 enforcement, which is an expensive component,  
17 especially since we have to rely on the Town of  
18 Southold. So do you -- have you in your research  
19 seen anything that's dealing with enforcement of a  
20 DUI for --

21 DAVID FALKOWSKI: On the water, I haven't  
22 come across that.

23 TRUSTEE PHILLIPS: That's what I thought.

24 DAVID FALKOWSKI: I will say, you know, I  
25 have a hemp store, shop on Long Wharf in Sag

1 Harbor, so, I mean, all the yachties and the boat  
2 captains are there. I'm sure -- I don't want to  
3 speak on the business of Greenport, but I'm sure  
4 there's a lot of commercial captains, six-pack  
5 license holders, etcetera, that are here.  
6 Marijuana and open fire on open water are  
7 generally no-nos, at least in the professional  
8 realm.

9 TRUSTEE PHILLIPS: Oh, I know it well,  
10 especially with Federal permits.

11 DAVID FALKOWSKI: Yeah. So now notably  
12 also, remember that three ounces of marijuana I  
13 may or may not legally have in my pocket right  
14 now, and the five pounds I may or may not have at  
15 home?

16 TRUSTEE PHILLIPS: Uh-huh.

17 (Laughter)

18 DAVID FALKOWSKI: I ask, is this Federal  
19 property? So Federal jurisdiction still stands  
20 here.

21 TRUSTEE PHILLIPS: Yes, I know it does.

22 DAVID FALKOWSKI: So, you know, this is  
23 complicated. That's why I came over here this  
24 evening, you know, not to make a plea on behalf to  
25 let this Village --

1 TRUSTEE MARTILOTTA: Appreciate it.

2 DAVID FALKOWSKI: -- change it's mind on my  
3 behalf. But I just want to let you know that  
4 there are people out here to help that do stand in  
5 a neutral position. Thank you.

6 TRUSTEE PHILLIPS: Thank you.

7 MAYOR HUBBARD: Thank you.

8 TRUSTEE CLARKE: Thank you.

9 (Applause)

10 MAYOR HUBBARD: Does anybody else wish to  
11 speak to the public hearing?

12 NICK MAZZAFERRO: Hi. Nick Mazzaferro, 565  
13 Inlet Lane, Greenport, New York.

14 I'm just listening. I actually came for the  
15 ferry hearing, I'm the engineer on that job  
16 (laughter). But I'm sitting here thinking, well,  
17 first of all, I don't understand why the State Law  
18 even has given the option to all these  
19 municipalities to opt out in the first place.  
20 Like I get they did that, but I think that's a  
21 political move, because if you don't have a  
22 dispensary in your town, you're the bad guys and  
23 not the State politicians.

24 So having said that, the second one is you  
25 can never opt out of the SLA, right? They exist

1 no matter what. If somebody wants a liquor  
2 license, they apply to the State and they do  
3 whatever they got to do. So not understanding  
4 that part of it, you know, that makes it  
5 political.

6 But looking at the other side, if the  
7 Village wants to make \$10,000 a year, right, on  
8 the 1% note, you got to do a million in sales. If  
9 you open 250 days a year, you got to do \$4,000 a  
10 day. If the average person spends 50 bucks in the  
11 store, you got to do 80 people a day in the store  
12 every day for 250 days. So if they open a store  
13 in Riverhead, you're not going to get that traffic  
14 out here. So the question comes, is it worth  
15 10,000 bucks? That's what it boils down to, it's  
16 that simple. It's always about the money.

17 MAYOR HUBBARD: Thank you.

18 (Applause)

19 MAYOR HUBBARD: Okay. Anybody else wish to  
20 address? Go ahead.

21 CHRIS BIEMILLER: Hello. Thank you. Chris  
22 Biemiller, 160 Fifth Street.

23 A lot's been said, and the last speaker was  
24 really very eloquent. Most of the points I would  
25 say have been said. So what I have to say as a

1 personal basis, as an octogenarian, since the  
2 legalization of marijuana occurred, many of my  
3 friends have experimented with various products,  
4 various forms of it, and found a very healing  
5 effect on some of our infirmities. So that's a  
6 great discovery. Unfortunately, it's only  
7 available illegally and illicitly, you know,  
8 meeting on a street corner, meeting with a guy,  
9 you know, somebody comes to your door. It's just  
10 very uncomfortable. And I would love a place in  
11 Greenport where I could walk to, which is good for  
12 me to do, where I could go and buy some of these  
13 products for myself legally, not have to worry  
14 about, "Oh, my God, who am I going to meet," you  
15 know? Then it should be legal. It is legal. Why  
16 can't I get it legally? I can't get it legally,  
17 there's no place to buy it legally. So I'm  
18 involved in a whole illegal operation that I don't  
19 like to be in. So that's essentially my argument.

20 I'd like to have a local place where I could  
21 go, rather than a liquor store or a bar. How many  
22 bars do we have? It sort of reminds me about what  
23 happened after the repeal of the abolition of  
24 liquor, when liquor was reintroduced in this  
25 country. It sort of did benefit, you know, every

1 village, and every town, and every city. It  
2 brought people together. Everything was suddenly  
3 legal, we could get together, we could prosper.  
4 And I see a very similar similarity between the  
5 legalization of alcohol and the legalization of  
6 marijuana, and so that's happened in the state.

7 I just appeal to having a place where I can  
8 walk to as an Octogenarian for something that's  
9 healing for me, and not have to walk under a cloud  
10 of illegality and illicitness.

11 So, anyway, thank you for hearing me.

12 MAYOR HUBBARD: Thank you.

13 TRUSTEE CLARKE: Thank you.

14 (Applause)

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

17 (No Response)

18 MAYOR HUBBARD: Okay. Board's feeling on  
19 this? *I'll offer a motion to close the public*  
20 *hearing.*

21 TRUSTEE PHILLIPS: I'll second it.

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. Now we're going to the public to  
7 address the Board on any topic. Go ahead.

8 WILLIAM SWISKEY: William Swiskey, 184 Fifth  
9 Street.

10 Two quick question before I go to my main  
11 topic. Is there any progress on the Sandy Beach  
12 sewer?

13 MAYOR HUBBARD: On the what, Bill? I'm  
14 sorry.

15 WILLIAM SWISKEY: Sandy Beach sewer.

16 MAYOR HUBBARD: We're still working on  
17 paperwork on that. Paul, the Sandy Beach sewer?

18 ADMINISTRATOR PALLAS: I couldn't hear what  
19 he had said.

20 MAYOR HUBBARD: He just asked if there was  
21 any progress on the Sandy Beach sewer.

22 ADMINISTRATOR PALLAS: No, nothing.

23 MAYOR HUBBARD: We're still working on it.

24 ADMINISTRATOR PALLAS: We're working on  
25 paperwork.

1           MAYOR HUBBARD: On paperwork and stuff with  
2 it, yes.

3           WILLIAM SWISKEY: All right. And the ferry  
4 line fix on Wiggins Street, anything on that?

5           MAYOR HUBBARD: I believe we're still  
6 waiting on an answer on the DOT to finalize the  
7 last set of plans.

8           ADMINISTRATOR PALLAS: Correct.

9           WILLIAM SWISKEY: All right. Well, now to  
10 get to my main subject, which is when I saw it on  
11 the agenda, raising the carousel basically by 50%,  
12 from \$2 to \$3, you do realize -- have you looked  
13 at your own financials? You do realize that the  
14 carousel makes a profit of about -- in normal  
15 times. You can't count the last 18 months,  
16 because you got COVID.

17          MAYOR HUBBARD: Correct.

18          WILLIAM SWISKEY: But, actually, its profit  
19 is around \$75,000 a year. Why do we need to raise  
20 the price?

21          MAYOR HUBBARD: Prices have gone up on all  
22 services the Village was offering, to offset any  
23 future tax increases and to boost revenue --

24          WILLIAM SWISKEY: Tax --

25          MAYOR HUBBARD: -- to take care of other

1 projects.

2 WILLIAM SWISKEY: You're going to take --  
3 all right. Some poor guy takes his two kids to  
4 the carousel and you're going to supplement your  
5 tax base with this poor guy? Maybe he doesn't  
6 have that much money. I mean, the carousel is for  
7 the kids, it's not to raise taxes. I don't  
8 understand it.

9 You're raising basically the marina fees,  
10 and those people have money, and we all know most  
11 people that go to marinas have money. Granted,  
12 John, some don't, but most of them have money.  
13 You could actually double the increase that you  
14 want to do with the marina and do away with this  
15 carousel increase, because it's still making you  
16 \$70,000 a year. I don't understand it.

17 And your biggest expense coming in that --  
18 in Mitchell Park is not going to be the carousel,  
19 because you can change those barons. Believe me,  
20 we used to maintain it ourselves. I don't know  
21 who maintains it now, but they're not expensive.  
22 You got to about a million-and-a-half to  
23 \$2 million worth of bulkhead work. You're not  
24 trying to squeeze money out of the carousel to do  
25 that, are you?

1 MAYOR HUBBARD: No, we are not.

2 WILLIAM SWISKEY: All right. Well, I really  
3 think you should consider and take that one off  
4 the table. Thank you.

5 MAYOR HUBBARD: Thank you. Anybody else  
6 wish to address the Board on any topic?

7 JOHN SALADINO: John Saladino, Sixth Street.  
8 Who would have thought I would be agreeing  
9 with Billy tonight?

10 MAYOR HUBBARD: Yeah.

11 (Laughter)

12 JOHN SALADINO: I do agree with Billy. I  
13 spoke at -- at --

14 TRUSTEE CLARKE: Work session.

15 JOHN SALADINO: The work session. Thank  
16 you, Peter. And perhaps tonight the reporter can  
17 get the context of what I was saying, instead of  
18 what I wasn't saying.

19 We're raising the price of the carousel 66%.  
20 You're raising the price of the trailer park a  
21 half a percent. It's going to go from \$645 to  
22 \$650 a month. It's going to go from \$695 a month  
23 during the height to \$700 a month. I haven't been  
24 in the trailer park in a few years. I'm guessing  
25 there's 30 spaces, 35 spaces, maybe, maybe.

1 That's \$150 a month. You're talking about \$700 a  
2 year in increase in revenue from the trailer park  
3 that -- that somebody's going to bring their  
4 trailer, come to Greenport, stay for a month and  
5 pay \$650, but, yet, we're going to raise the price  
6 of the carousel 66%. The marina, the same thing.  
7 You're going to raise the price in the marina \$1 a  
8 foot. I don't understand.

9 And like Billy said, I didn't even think of  
10 this, but like Billy said, there's like a  
11 gazillion -- I read on social media that one of  
12 the Trustees says we have to raise the price to  
13 help pay for future repairs, because the carousel  
14 is old, and stuff like that. There's a gazillion  
15 dollars worth of work that has to be done in the  
16 marina. You're raising the price at the marina  
17 5%, less than 5%. There's a gazillion dollars  
18 worth of work being done, that needs to be done at  
19 the -- at the Railroad Dock. You're not even  
20 raising the price of that. Those guys pay \$10 a  
21 foot for a year, per year. So a 70-foot boat is  
22 paying \$700 a year to dock that boat, if he  
23 chooses to, at the -- and when you collect, 99% of  
24 the time they don't even collect it.

25 So we're not worried about fixing

1 infrastructure and raising the price where --  
2 where it counts, at the -- at the Railroad Dock or  
3 at the marina. We're talking about raising the  
4 price of the carousel 66% in case of future  
5 repairs that need to be done.

6           Someone mentioned again on social media,  
7 someone mentioned, well, it's five bucks in  
8 Wading River to ride the carousel. That's true,  
9 but that's at East Wind. Everything at East Wind  
10 is expensive. I would kind of like to remind that  
11 person that it cost -- we got to look at the other  
12 side of the coin. If we're looking to raise our  
13 price because another municipality is raising  
14 their price, then we got to look at the other side  
15 of the coin. What about a municipality that  
16 charges less? I can buy a taco in Riverhead for a  
17 dollar. It costs me \$3 or \$4 in Greenport. So  
18 does that mean every guy -- everybody that sells a  
19 hot dog or a taco in Greenport has to drop their  
20 price to a dollar, because that's what somebody  
21 else charges?

22           We shouldn't be looking outside our border  
23 here with what somebody else -- what somebody, a  
24 wedding venue in -- at East Wind charges a bride  
25 and a groom to ride the carousel to take a picture

1 for their -- for their wedding.

2 So there's so many other things that you  
3 could generate revenue that we don't, and here --  
4 and I did say that the carousel should be a loss  
5 leader, but I think the carousel support -- I  
6 didn't know this either, Billy said it, the  
7 carousel supports itself. I just don't  
8 understand.

9 And the majority of the people that ride it  
10 are local kids. It's not like somebody -- that  
11 the majority of the people that are on there are  
12 tourists. So here we're catering to the tourist  
13 trade by giving a break to the -- to the trailer  
14 park. We're giving a break to the tourist trade  
15 by keeping the price low at the marina. We're  
16 giving a break to special interests by not even  
17 considering raising the price at the commercial  
18 dock. So here the local kids are the ones that  
19 are paying the most to help subsidize whatever you  
20 guys need this money for. I would encourage you  
21 not to raise it.

22 I had this argument with the previous Mayor  
23 when it went from a dollar to \$2. Next year, when  
24 you want to raise it from \$3 to \$4, we'll just  
25 have this argument again, I guess. So thank you,

1 thanks for listening.

2 MAYOR HUBBARD: Thank you. Okay.

3 MARGARET DE CRUZ: Margaret deCruz,  
4 25 Washington Avenue.

5 I'm really glad that you opened this up for  
6 people to talk about the opt in, opt out thing.  
7 That guy with all that information was very  
8 helpful. And do I agree that -- I know this is  
9 off topic, but I wanted to -- I do think it's  
10 healthier than alcohol, and I know people who  
11 drink less alcohol because of it. So I think I'm  
12 willing to change my thing to opting in.

13 (Laughter)

14 MARGARET DE CRUZ: And I'm wondering, are  
15 you -- are you voting after this? Because that's  
16 what I -- you were originally supposed to just  
17 vote on whether you're opting in and opting out.

18 MAYOR HUBBARD: It's on the agenda. We will  
19 have a discussion when we get to that topic.

20 MARGARET DE CRUZ: Right. So that you're  
21 doing that tonight, though, right?

22 MAYOR HUBBARD: Yes.

23 MARGARET DE CRUZ: Yeah. Okay. Thank you.

24 MAYOR HUBBARD: It has to be filed, the  
25 paperwork has to be filed before December 15th.

1 We won't have another meeting before that. It's  
2 supposed to be registered by the end of year --

3 MARGARET DE CRUZ: Right.

4 MAYOR HUBBARD: -- depending how the vote  
5 goes.

6 MARGARET DE CRUZ: I also thought that was a  
7 good idea, rather than have a big company do it,  
8 to have a small -- a young person, or whoever, a  
9 new business person, yeah, have a -- have that.  
10 So thank you.

11 MAYOR HUBBARD: Okay. Thank you. Anybody  
12 else wish to address the Board?

13 (No Response)

14 MAYOR HUBBARD: All right. We'll move on to  
15 the regular agenda.

16 *RESOLUTION #11-2021-1, RESOLUTION adopting*  
17 *the November, 2021 agenda as printed. 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 Clarke.

4 TRUSTEE CLARKE: *RESOLUTION #11-2021-2,*

5 *Accepting the monthly reports of the Greenport*

6 *Fire Department, Village Administrator, Village*

7 *Treasurer, Village Clerk, Village Attorney, Mayor*

8 *and Board of Trustees. So moved.*

9 TRUSTEE MARTILOTTA: Second.

10 MAYOR HUBBARD: All in favor?

11 TRUSTEE CLARKE: Aye.

12 TRUSTEE MARTILOTTA: Aye.

13 TRUSTEE PHILLIPS: Aye.

14 TRUSTEE ROBINS: Aye.

15 MAYOR HUBBARD: Aye.

16 Opposed?

17 (No Response)

18 MAYOR HUBBARD: Motion carried.

19 TRUSTEE MARTILOTTA: *RESOLUTION #11-2021-3,*

20 *RESOLUTION approving the application for*

21 *membership of Gabrielle S. Toussaint to the Rescue*

22 *Squad of the Greenport Fire Department, as*

23 *approved by the Greenport Fire Department Board of*

24 *Wardens on November 17, 2021. So moved.*

25 TRUSTEE PHILLIPS: Second.

1 MAYOR HUBBARD: All in favor?

2 TRUSTEE CLARKE: Aye.

3 TRUSTEE MARTILOTTA: Aye.

4 TRUSTEE PHILLIPS: Aye.

5 TRUSTEE ROBINS: Aye.

6 MAYOR HUBBARD: Aye.

7 Opposed?

8 (No Response)

9 MAYOR HUBBARD: Motion carried.

10 TRUSTEE PHILLIPS: *RESOLUTION #11-2021-4,*  
11 *RESOLUTION authorizing the issuance of a check*  
12 *made payable to Paul Pallas as Village*  
13 *Administrator in the amount of \$1,000.00; to be*  
14 *used to establish the cashdrawer/banks for the*  
15 *Village of Greenport Ice Rink. 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 #11-2021-5,*  
2 *RESOLUTION authorizing the attendance of Paul*  
3 *Pallas at a NYAPP staff meeting to discuss a*  
4 *personnel matter in Albany, New York from December*  
5 *1st, 2021 through December 2nd 2022 -- excuse me.*  
6 *December 2nd, 2021 at a lodging rate of \$130.00 at*  
7 *the Hilton Hotel, reimbursable meal expenses not*  
8 *to exceed \$35 per day, applicable transportation*  
9 *costs, and standard mileage reimbursement per the*  
10 *Village of Greenport Travel Policy; to be expensed*  
11 *from account A.0781.401 (Executive Department*  
12 *Office Contracts). So moved.*

13 TRUSTEE CLARKE: 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 CLARKE: *RESOLUTION #11-2021-6,*  
24 *Approving an increase in the hourly wage rate for*  
25 *Adam Brautigam, from \$22.49 per hour to \$24.49 per*

1       *hour, effective December 1st, 2021 owing to the*  
2       *assumption of additional duties and*  
3       *responsibilities, per Article VII (Salaries and*  
4       *Compensation), Section 9 (a) - Merit Clause - of*  
5       *the collective bargaining agreement currently in*  
6       *force between the Village of Greenport and CSEA*  
7       *Local 1000. So moved.*

8               TRUSTEE MARTILOTTA: 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 MARTILOTTA: *RESOLUTION #11-2021-7,*  
19       *RESOLUTION approving an increase in the hourly*  
20       *wage rate for Deborah McLoughlin, from \$23.69 per*  
21       *hour to \$25.69 per hour, effective December 1st,*  
22       *2021 owing to the assumption of additional duties*  
23       *and responsibilities, per Collective Bargaining*  
24       *Agreement currently in force between the Village*  
25       *of Greenport and CSEA Local 1000. So moved.*

1 TRUSTEE PHILLIPS: 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 PHILLIPS: *RESOLUTION #11-2021-8,*  
12 *RESOLUTION authorizing Treasurer Brandt to perform*  
13 *attached Budget Amendment #4889 to appropriate*  
14 *reserves to fund the replacement of leveling*  
15 *cables on Light Plant Vehicle #G-16, and directing*  
16 *that Budget Amendment #4889 be included as part of*  
17 *the formal meeting minutes of the November 29th,*  
18 *2021 Regular Meeting of the Board of Trustees. So*  
19 *moved.*

20 TRUSTEE ROBINS: Second.

21 MAYOR HUBBARD: All in favor?

22 TRUSTEE CLARKE: Aye.

23 TRUSTEE MARTILOTTA: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 TRUSTEE ROBINS: Aye.

1 MAYOR HUBBARD: Aye.

2 Opposed?

3 (No Response)

4 MAYOR HUBBARD: Motion carried.

5 TRUSTEE ROBINS: *RESOLUTION #11-2021-10,*  
6 *RESOLUTION authorizing Treasurer Brandt to perform*  
7 *attached Budget Amendment #4905 to appropriate*  
8 *reserves to fund the purchase and installation of*  
9 *a new HVAC system in the Village Hall Annex, and*  
10 *directing that Budget Amendment #4905 be included*  
11 *as part of the formal meeting minutes of the*  
12 *November 29th, 2021 Regular Meeting of the Board*  
13 *of Trustees. So moved.*

14 TRUSTEE CLARKE: 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. Now we  
24 skipped one there, didn't we?

25 TRUSTEE PHILLIPS: Yes, you did.

1 TRUSTEE ROBINS: Oh, I did?

2 TRUSTEE PHILLIPS: Yeah.

3 MAYOR HUBBARD: Yes, you did.

4 TRUSTEE PHILLIPS: No. 11.

5 MAYOR HUBBARD: Peter, can you read No. 9,  
6 please?

7 TRUSTEE CLARKE: Yes, Mr. Mayor.

8 *RESOLUTION #11-2021-9, Authorizing Treasurer*  
9 *Brandt to perform attached Budget Amendment #4893*  
10 *to appropriate reserves to fund the purchase of*  
11 *two (2) 2022 Ford Ranger XL pickup trucks from*  
12 *Hempstead Ford Lincoln pursuant to the bid opening*  
13 *on October 14th, 2021; and directing that Budget*  
14 *Amendment #4893 be included as part of the formal*  
15 *meeting minutes of the November 29th, 2021 Regular*  
16 *Meeting of the Board of Trustees. So moved.*

17 TRUSTEE MARTILOTTA: 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 All right. No. 11, Jack.

3 TRUSTEE MARTILOTTA: Yes, sir. *RESOLUTION*  
4 *#11-2021-11, RESOLUTION authorizing Treasurer*  
5 *Brandt to perform the attached Budget Amendment*  
6 *#4906 to appropriate reserves to fund the Change*  
7 *Order for additional engineering services related*  
8 *to the Central Pump Station Reconstruction*  
9 *Project, and directing that Budget Amendment #4906*  
10 *be included as part of the formal meeting minutes*  
11 *of the November 29th, 2021 Regular Meeting of the*  
12 *Board of Trustees. 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 #11-2021-12,*  
24 *RESOLUTION approving the attached SEQRA resolution*  
25 *regarding the proposed creation of Chapter 59*

1       *(Cannabis Opt-Out) of the Village of Greenport*  
2       *Code; adopting lead agency status, determining the*  
3       *adoption of the local law creating Chapter 59 to*  
4       *be an Unlisted Action, determining that the*  
5       *adoption of the local law will not have a*  
6       *significant negative impact on one or more aspects*  
7       *of the environment and adopting a negative*  
8       *declaration for the purposes of SEQRA. So moved.*

9               TRUSTEE ROBINS: Second.

10              MAYOR HUBBARD: All in favor?

11              TRUSTEE CLARKE: Aye.

12              TRUSTEE MARTILOTTA: Aye.

13              TRUSTEE PHILLIPS: Aye.

14              TRUSTEE ROBINS: Aye.

15              MAYOR HUBBARD: Aye.

16              Opposed?

17                               (No Response)

18              MAYOR HUBBARD: Motion carried.

19              TRUSTEE PHILLIPS: Julia.

20              TRUSTEE ROBINS: *RESOLUTION #11-2021-13,*  
21       *RESOLUTION adopting a Local Law, creating*  
22       *Chapter 59 (Cannabis Opt-Out) of the Village of*  
23       *Greenport Code; prohibiting the establishment of*  
24       *retail marijuana dispensary licenses and/or*  
25       *on-site consumption licenses within the Village of*

1       *Greenport.* So moved.

2               MAYOR HUBBARD: Is there a second?

3               TRUSTEE CLARKE: Second.

4               MAYOR HUBBARD: All right. Discussion? I  
5 would just like to say my feeling on this is that  
6 I'm not opposed to it either way. I just think  
7 that we're really not prepared for this completely  
8 of how it's going to go about, from what I heard  
9 from a lot of people. And I just think opting out  
10 at this point, we could change it six months from  
11 now. People want to come back to public hearings,  
12 put a valid reason up, we get some more  
13 information, some more research from the gentleman  
14 who was here, see what the State is going to do.  
15 I think it gives us the option to go back in. As  
16 I've said before we started the public hearing,  
17 from what I've been told, if we don't opt out,  
18 we're in and we stay in, we can't get out  
19 afterwards.

20               So that's -- my feeling is just I think  
21 right now, to get the stuff in, the paperwork in  
22 and filed with the State, that we opt out at this  
23 point and let's get some more information, and  
24 then give us six months and then we could make a  
25 valid discussion with all the input we got this

1 evening.

2 TRUSTEE PHILLIPS: Mr. Mayor, I just would  
3 like -- you know, I had to write down how I felt  
4 about it, because I -- I don't want people to get  
5 the impression that -- I personally, and it  
6 doesn't matter whether you smoke pot or not smoke  
7 pot, that's not the issue here. The issue here is  
8 our quality of life in the Village of Greenport.

9 And so in reviewing the New York State  
10 Cannabis Control Board's November minutes, the  
11 Office of Cannabis Management is just starting the  
12 discussions to issue and implement regulations  
13 establishing the application process for adult use  
14 retail dispensaries and adult use onsite  
15 consumption licenses. My vote is going to be to  
16 opt out of these two types of businesses operating  
17 within the Village of Greenport at this time until  
18 the promise to approve regulations and application  
19 process for these types of businesses are issued  
20 by the two New York State agencies. Their  
21 information, along with the community's input  
22 about the yet unknown regulations, or if it is  
23 desired by the residents that these types of  
24 businesses open within the Village of Greenport,  
25 will be the basis for informative Village Board

1 discussions to stay opt-out or to review going  
2 opting back in.

3 I feel the same way you do. We have the  
4 option to take a -- take look and find out more  
5 information before we make code decisions that we  
6 have to make in order for these businesses, if  
7 they're going to exist in the Village of  
8 Greenport. Okay? That's how I feel.

9 MAYOR HUBBARD: Any other discussion?

10 TRUSTEE ROBINS: Yes. Mayor, I prepared a  
11 statement as well. I'm going to read it verbatim.

12 I'm of the belief that regulated marijuana  
13 is in the best interest of the public. It  
14 eliminates the danger of street drugs. Greenport  
15 had a very deadly experience recently with the  
16 danger of an unanticipated drug, Fentanyl, being  
17 added to cocaine. When people buy marijuana from  
18 a street dealer, they never know what's in it.  
19 Legal regulated marijuana eliminates that danger.

20 I don't anticipate the proliferation of  
21 dispensaries, and I would not support smoking  
22 lounges. Smoking in public is not permitted by  
23 New York State, already by the Clean Air Act. We  
24 already allow the widespread consumption of  
25 alcohol in the Village. I think our business

1 district zoning will provide adequate oversight.

2 So I'm not going to support the opt-out.

3 MAYOR HUBBARD: Okay. We're going to bring  
4 it up for a vote. Any other discussion?

5 TRUSTEE CLARKE: I did not prepare a  
6 statement for this evening. I came prepared  
7 tonight to support the opt-out, because I thought  
8 we needed more time, more facts, issues about  
9 enforcement, zoning, so many of the questions that  
10 came up. But I was moved by the conversation in  
11 the room, and the most compelling argument I heard  
12 for getting in and moving forward with the State  
13 legalization was the -- two or three things.  
14 Really, the idea of taking away the illicit and  
15 illegal nature of having to resort to procuring  
16 things, procuring cannabis, you know, in an  
17 illegal fashion, and the other was taking away the  
18 fear, if you will.

19 I agree that there are a lot of issues here,  
20 and it would put a lot of pressure on us as a  
21 Village to have to sort them out. But I'm more  
22 inclined now to throw our hat in the ring with the  
23 other places in the State, to follow the State's  
24 leadership in decriminalizing marijuana, and  
25 allowing our residents to be able to find it in

1 their community in a safe way.

2 To hear an 80-year-old man to talk about  
3 wanting it not to be in the shadow and something  
4 he's not secure doing I found very compelling  
5 tonight. So I wanted to -- I wanted to say that.

6 I do believe that I would prefer if we had  
7 more of a road map, and we knew more clearly what  
8 was going to come down the pike, and that we were  
9 better prepared. But I'm not sure I can vote to  
10 opt out and hope that it doesn't pass us by, that  
11 there's never an opportunity for us to make this  
12 available because of big business, because of  
13 other municipalities, whether it be Riverhead or  
14 Southold. So I'm inclined not to vote for Chapter  
15 59 tonight.

16 MAYOR HUBBARD: Okay.

17 TRUSTEE CLARKE: Which was not what I was  
18 prepared to do.

19 TRUSTEE MARTILOTTA: So like the gentleman  
20 who had all the information, which I really did  
21 appreciate. At this point, I'm going to vote -- I  
22 cannot go -- I can't answer the questions people  
23 are asking about how we're going to zone it, where  
24 we're -- I just don't know. I don't know if  
25 anybody knows. And I'm not against this, I'm not,

1 but I can't in good conscience go to my neighbors  
2 with no answers for any of this stuff, just on the  
3 blind faith that New York State's going to do the  
4 right thing. I mean, you know, I'm a big New York  
5 fan, but I think that's -- I think that's a leap  
6 of faith too far for me.

7 MAYOR HUBBARD: Okay.

8 TRUSTEE MARTILOTTA: All right?

9 MAYOR HUBBARD: All right, very good. No  
10 more discussion?

11 (No Response)

12 MAYOR HUBBARD: I'll ask the Clerk to call  
13 the roll.

14 (Roll Call by Clerk Pirillo)

15 TRUSTEE CLARKE: Nay.

16 TRUSTEE MARTILOTTA: Yay.

17 TRUSTEE PHILLIPS: Yay.

18 TRUSTEE ROBINS: No.

19 MAYOR HUBBARD: Yes.

20 CLERK PIRILLO: Thank you.

21 MAYOR HUBBARD: What do we have? Yay and  
22 nay sounded similar, so I just --

23 TRUSTEE PHILLIPS: Yeah.

24 CLERK PIRILLO: You have -- you have three  
25 yays to opt out, and you have two nos.

1           MAYOR HUBBARD: Yeah, that's -- okay, I  
2 just -- yay and nay, I just want to make sure that  
3 I heard it correctly.

4           WILLIAM SWISKEY: I don't blame you, I  
5 didn't know either.

6           MAYOR HUBBARD: Yes. Okay. All right, very  
7 good. Trustee Clarke.

8           TRUSTEE CLARKE: *RESOLUTION #11-2021-14,*  
9 *hiring Anthony Monzon Alvarado as a full-time*  
10 *Groundskeeper I for the Village of Greenport Road*  
11 *Department, at a pay rate of \$16 per hour,*  
12 *effective December 1, 2021. All health insurance*  
13 *and other full-time employment benefit provisions*  
14 *specified in the current contract between the*  
15 *Village of Greenport and CSEA Local 1000 apply to*  
16 *this hiring, as does the standard twenty-six week*  
17 *Suffolk County Civil Service probationary period.*  
18 So moved.

19          TRUSTEE MARTILOTTA: Second.

20          MAYOR HUBBARD: 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 MARTILOTTA: *RESOLUTION #11-2021-15,*  
5 *RESOLUTION hiring Meko Denon Bell as a full-time*  
6 *Laborer for the Village of Greenport Road*  
7 *Department, at a pay rate of \$16 per hour,*  
8 *effective December 1st, 2021. All health*  
9 *insurance and other full-time employment benefit*  
10 *provisions specified in the current contract*  
11 *between the Village of Greenport and CSEA Local*  
12 *1000 apply to this hiring, as does the standard*  
13 *twenty-six week Suffolk County Civil Service*  
14 *probationary period. So moved.*

15                   TRUSTEE PHILLIPS: Second.

16                   MAYOR HUBBARD: All in favor?

17                   TRUSTEE CLARKE: Aye.

18                   TRUSTEE MARTILOTTA: Aye.

19                   TRUSTEE PHILLIPS: Aye.

20                   TRUSTEE ROBINS: Aye.

21                   MAYOR HUBBARD: Aye.

22                   Opposed?

23                                   (No Response)

24                   MAYOR HUBBARD: Motion carried.

25                   TRUSTEE PHILLIPS: *RESOLUTION #11-2021-16,*

1        *RESOLUTION ratifying the authorization of*  
2        *attendance of any Trustee, Village employee,*  
3        *Planning Board member or Zoning Board member at*  
4        *the Suffolk County Village Officials Association*  
5        *Municipal Training, via Zoom Conference, from 6:00*  
6        *p.m. through 8:20 p.m. on November 16th, at a cost*  
7        *of \$30.00 per person. Is that the right date?*

8                CLERK PIRILLO: Yes. That's why it's  
9        ratify.

10               TRUSTEE PHILLIPS: Oh, I'm sorry. Excuse  
11        me, I'm sorry. That's all right. I -- okay.  
12        *On November 16th, 2021, at a cost of \$30.00 per*  
13        *person, to be expensed from the corresponding*  
14        *account number. So moved.*

15               TRUSTEE ROBINS: 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 ROBINS: *RESOLUTION #11-2021-17,*

1        *RESOLUTION approving the attached contract between*  
2        *the Village of Greenport and the Greenport Hockey*  
3        *Club, Ltd. For the use of the Village of Greenport*  
4        *Ice Rink and associated equipment, and authorizing*  
5        *Mayor Hubbard to sign the contract between the*  
6        *Village of Greenport and the Greenport Hockey*  
7        *Club, Ltd. 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 #11-2021-18,*  
19        *Approving the attached contract between the*  
20        *Village of Greenport and the Greenport Open Hockey*  
21        *League for the use of the Village of Greenport Ice*  
22        *Rink and associated equipment, and authorizing*  
23        *Mayor Hubbard to sign the contract between the*  
24        *Village of Greenport and the Greenport Open Hockey*  
25        *League. 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 #11-2021-19,*  
12 *Approving the attached 2021 - 2022 Service Fee*  
13 *Agreement between the Village of Greenport and*  
14 *Penflex, Incorporated regarding the 2021 - 2022*  
15 *fees applicable to the administration by Penflex,*  
16 *Incorporated of the Village of Greenport Volunteer*  
17 *Firefighter Length of Service Awards Program, and*  
18 *authorizing Mayor Hubbard to sign the agreement*  
19 *between Penflex, Incorporated and the Village of*  
20 *Greenport. So moved*

21 TRUSTEE PHILLIPS: 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 PHILLIPS: *RESOLUTION #11-2021-20,*  
7 *RESOLUTION authorizing the annual solicitation of*  
8 *bids for the delivery of unleaded (87 octane)*  
9 *gasoline to various locations throughout the*  
10 *Village of Greenport, and directing Clerk Pirillo*  
11 *to notice the solicitation of bids accordingly.*  
12 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 #11-2021-21,*  
24 *RESOLUTION authorizing the annual solicitation of*  
25 *bids for the delivery of No. 2 heating oil to*

1        *various locations throughout the Village of*  
2        *Greenport, and directing Clerk Pirillo to notice*  
3        *the solicitation of bids accordingly. So moved.*

4                TRUSTEE CLARKE: 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 CLARKE: *RESOLUTION #11-2021-22,*  
15        *Authorizing the annual solicitation of bids for*  
16        *the delivery of diesel fuel to various locations*  
17        *throughout the Village of Greenport, and directing*  
18        *Clerk Pirillo to notice the solicitation of bids*  
19        *accordingly. So moved.*

20                TRUSTEE MARTILOTTA: Second.

21                MAYOR HUBBARD: All in favor?

22                TRUSTEE CLARKE: Aye.

23                TRUSTEE MARTILOTTA: Aye.

24                TRUSTEE PHILLIPS: Aye.

25                TRUSTEE ROBINS: Aye.

1 MAYOR HUBBARD: Aye.

2 Opposed?

3 (No Response)

4 MAYOR HUBBARD: Motion carried.

5 TRUSTEE MARTILOTTA: *RESOLUTION #11-2021-23,*  
6 *RESOLUTION authorizing the annual solicitation of*  
7 *quotes for a 10-yard dump truck and driver to*  
8 *assist the Village with the removal and disposal*  
9 *of snow as needed, and directing Clerk Pirillo to*  
10 *notice the Request for Quotations accordingly. So*  
11 *moved.*

12 TRUSTEE PHILLIPS: Second.

13 MAYOR HUBBARD: All in favor?

14 TRUSTEE CLARKE: Aye.

15 TRUSTEE MARTILOTTA: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE ROBINS: Aye.

18 MAYOR HUBBARD: Aye.

19 Opposed?

20 (No Response)

21 MAYOR HUBBARD: Motion carried.

22 TRUSTEE PHILLIPS: *RESOLUTION #11-2021-24,*  
23 *RESOLUTION authorizing the annual solicitation of*  
24 *quotes for a requirement contractor, with a unit*  
25 *price schedule for hourly, half-day and daily*

1       *rates for one (1) worker, one (1) worker with a*  
2       *back hoe, two (2) workers, and two (2) workers*  
3       *with a back hoe, including regular time and*  
4       *overtime, and directing Clerk Pirillo to notice*  
5       *the Request for Quotations accordingly.*

6       So moved.

7               TRUSTEE ROBINS:   Second.

8               MAYOR HUBBARD:   All in favor?

9               TRUSTEE CLARKE:   Aye.

10              TRUSTEE MARTILOTTA:   Aye.

11              TRUSTEE PHILLIPS:   Aye.

12              TRUSTEE ROBINS:   Aye.

13              MAYOR HUBBARD:   Aye.

14              Opposed?

15                               (No Response)

16              MAYOR HUBBARD:   Motion carried.

17              TRUSTEE ROBINS:   *RESOLUTION #11-2021-25,*  
18              *RESOLUTION authorizing the annual solicitation of*  
19              *bids for tree and stump removal services and stump*  
20              *grinding services on specified Village of*  
21              *Greenport streets, and directing Clerk Pirillo to*  
22              *notice the bid solicitation accordingly.*

23       So moved.

24              TRUSTEE CLARKE:   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 CLARKE: *RESOLUTION #11-2021-26,*  
10 *Declaring as abandoned the motorized boat with New*  
11 *York State registration number NY7505FT, per the*  
12 *written notice dated October 19th, 2021; and*  
13 *directing Clerk Pirillo to notice the abandonment*  
14 *and corresponding sale and Request for Quotations*  
15 *(for purchase) accordingly. So moved.*

16 TRUSTEE MARTILOTTA: 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 MARTILOTTA: *RESOLUTION #11-2021-27,*  
2 *RESOLUTION scheduling a public hearing for 7 p.m.*  
3 *on December 23rd, 2021 at the Third Street Fire*  
4 *Station, Third and South Streets, Greenport, New*  
5 *York, 11944 regarding the Wetlands Permit*  
6 *Application submitted by Wayne Turett to -- I'll*  
7 *say it -- to maintenance dredge, for a five-foot*  
8 *(5') deep (mean low tide) path from the dock to*  
9 *the close -- to the closest Townsend Manor dock,*  
10 *for the property located at 746 Main Street,*  
11 *Greenport, New York, 11944; and directing Clerk*  
12 *Pirillo to notice the public hearing accordingly.*  
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 #11-2021-28,*  
25 *RESOLUTION approving the attached Change Order*

1        *from J.R. Holzmacher in the amount of \$13,267.50*  
2        *for additional engineering services related to*  
3        *Task 4 (Construction Phase Services) and Task 5*  
4        *(Construction Administration Services) of the*  
5        *sanitary sewer central pump station replacement*  
6        *project currently in progress. So moved.*

7            TRUSTEE ROBINS: Second.

8            MAYOR HUBBARD: All in favor?

9            TRUSTEE CLARKE: Aye.

10          TRUSTEE MARTILOTTA: Aye.

11          TRUSTEE PHILLIPS: Aye.

12          TRUSTEE ROBINS: Aye.

13          MAYOR HUBBARD: Aye.

14          Opposed?

15                    (No Response)

16          MAYOR HUBBARD: Motion carried.

17          TRUSTEE ROBINS: *RESOLUTION #11-2021-29,*  
18          *RESOLUTION approving an increase in the cost of a*  
19          *single ride on the Village of Greenport carousel*  
20          *from \$2.00 to \$3.00 per single ride, with a 15*  
21          *ticket purchase cost increasing from \$20.00 to*  
22          *\$30.00, and approving increases in the rates of*  
23          *stay at The Village of Greenport Mitchell Park*  
24          *Marina and Village of Greenport McCann Campground,*  
25          *per the attached proposed rates, with the cost*

1       *increases to be effective on January 1st, 2021.*

2       So moved.

3               CLERK PIRILLO: 2022.

4               MAYOR HUBBARD: It was 2022.

5               TRUSTEE ROBINS: Oh, I didn't know. 2022,  
6       sorry.

7               TRUSTEE CLARKE: Second.

8               MAYOR HUBBARD: All right. Discussion?

9               TRUSTEE ROBINS: Yes. I was going -- I was  
10       originally against the raise of the price for the  
11       carousel ride. I had spoken to Paul Pallas and  
12       the Treasurer about the raise, and understand that  
13       it's for money to go into the General Fund, not  
14       just towards the maintenance of the carousel. But  
15       having originally decided I was going to vote to  
16       support the increase, I've now decided I'm not  
17       going to vote for the increase at all. I'm a no  
18       vote on this one. And -- but if it's tied in with  
19       the marina rates, then I don't know how to -- how  
20       to separate that out.

21              TRUSTEE PHILLIPS: You have to do an  
22       amendment.

23              MAYOR HUBBARD: Well, that's why we're  
24       having discussion about it, and we can change  
25       the -- amend the motion. Any other discussion?

1 TRUSTEE PHILLIPS: Well, my understanding  
2 is, and I'm sorry, perhaps I'm taking it from a  
3 different view, which was in the newspapers, is  
4 that we have over the years put a fair amount of  
5 improvements into the carousel. We fixed the --  
6 we had to go out to an outside contractor to fix  
7 the doors so that they finally opened properly in  
8 the summertime. There has been a fair amount of  
9 work by the carousel Committee in upgrading the  
10 inside of the -- of the building. There has -- we  
11 have equipment there that is antique, because it  
12 is an antique carousel. And there is going to  
13 come a point when perhaps not now, but at some  
14 point, we are going to have to reach into the  
15 general budget to pay for some repairs. We just  
16 recently did that with the ice rink, to be honest  
17 with you, because we had to buy a new -- new  
18 equipment.

19 I understand that there's the opportunity  
20 with the sale of more tickets, purchasing more  
21 tickets, it goes back down to the \$2 ticket. But  
22 I also know that it's not just our local, local  
23 children that are riding the carousel. My  
24 understanding is, in talking to a lot of people  
25 who do a fair amount of traveling, and I'm sure

1 all of you have, if you've gone at someplace up  
2 west, or if you've gone -- I've even gone into  
3 Rhode Island, "We've been to Greenport to ride the  
4 carousel and we think it's great, and we want it  
5 to stay in existence." And I think that at this  
6 point, I'm probably looking at it that we're  
7 making an investment in keeping that carousel  
8 moving forward.

9 Do I think perhaps we should have raised the  
10 rates in Mitchell Marina a little bit higher, that  
11 was -- you know, that's an option still here.

12 As far as the Campground, if I remember  
13 correctly, did we not just recently camp -- raise  
14 the Campground rates within the last two years?

15 ADMINISTRATOR PALLAS: I think it was  
16 approximately two years ago, yes.

17 TRUSTEE PHILLIPS: Right. So that the  
18 increase is really -- is kind of -- where the  
19 other two weren't increased, that one did have an  
20 increase two years ago, correct?

21 ADMINISTRATOR PALLAS: Correct. And I think  
22 there was actually one a couple of years prior to  
23 that, if I'm not mistaken.

24 TRUSTEE PHILLIPS: Right. It's been going  
25 up since we've been doing improvements and

1 changing the operation of the -- of the  
2 Campground. We don't call it a trailer park, I  
3 believe we call it the McCann's Campground.

4 I just -- at this point, I have a little one  
5 coming up, she just turned one. She's going to be  
6 wanting to ride that carousel, but I want to see  
7 it stay in existence and not break down. So I'm  
8 going to support the \$3 increase.

9 TRUSTEE MARTILOTTA: I got two kids -- I got  
10 three kids, two girls that have ridden the  
11 carousel a million times, perhaps more. I really  
12 appreciate it, just what a wonderful thing it is.  
13 With that said, it is old, it requires  
14 maintenance. It will at some point or another  
15 require significant maintenance, it's old. And if  
16 that extra dollar spread out, I don't know, over  
17 every weekend for my kids to ride it, it allows it  
18 to -- allows us to better maintain everything and  
19 for some sort of future expense, I'm in. And like  
20 I said, we ride that thing constantly. So I just  
21 wanted to say my piece. I do appreciate what you  
22 guys said, but I do think it's a good investment.

23 MAYOR HUBBARD: Do you have anything to add,  
24 Peter?

25 TRUSTEE CLARKE: The only thing that I think

1 I could add that hasn't been said is that I don't  
2 view the carousel as a freestanding entity. To  
3 me, it is integral to the park and a beautiful and  
4 large waterfront park we have that I'm very proud  
5 of. And I think that as such, anything towards  
6 maintaining the park, as well as the carousel, is  
7 critical. It's a -- it's a large investment in  
8 human resources for the entire area from many of  
9 the crews, so I support the increase.

10 I was sympathetic to those gentlemen who  
11 have spoken about their lack of support for an  
12 increase, and I think that one of the mitigating  
13 factors we could take would be perhaps to look for  
14 more than one day where we subsidize the carousel  
15 and allow free rides. Maybe there could be some  
16 additional book sales to charitable organizations  
17 that want to make the carousel more available to  
18 people at a lower cost. But for the rank and  
19 file, I'm on the ride for the \$3.

20 MAYOR HUBBARD: Okay. Just my feelings on  
21 this, I was not at the work session when this was  
22 discussed. I've heard nothing but bad comments  
23 about that, that we're damaging the kids, the kids  
24 are not going to ride it as much and all, I've  
25 heard that from numerous people.

1 I'm just going to suggest something.  
2 Instead of going from 2 to \$3, go to 2 to 2.50.  
3 It's going to trim it down some. Somebody's got a  
4 \$10 bill, they got two kids, at \$3, they'll ride  
5 once. I think if they can go 2.50 each, then the  
6 kids could go on twice.

7 I just think it's in the middle of where  
8 we're trying to get to, and when we do the budget,  
9 we'll try to find some more money elsewhere. But  
10 I think, you know, the full dollar increase is --  
11 it's convenient for making change and everything  
12 else, you don't have to have quarters, but I think  
13 those some people with that \$10 bill, instead of  
14 one ride, we're going to get the whole \$10 bill  
15 anyway. That's my feeling on it. If --

16 TRUSTEE PHILLIPS: The \$3, you know, we --

17 MAYOR HUBBARD: And if we need to go up  
18 again, we can. But, at this point, to cut that in  
19 half, to be more in line with the other increases.  
20 And other people did tell me the same as  
21 Mr. Swiskey and Saladino said, hit the big boats a  
22 quarter more and save it for the kids and locals  
23 to go and use the ride. So we do need some  
24 additional money, so I think if we trim it from 2  
25 to \$3 to 2 to 2.50, and then we'll relook at and

1 reevaluate it again in the next year or two.

2 TRUSTEE PHILLIPS: Well, Mayor, can we take  
3 it to a different approach? Since we all seem to  
4 have kind of congregated around the fee at  
5 Mitchell Marina, is it possible for us to change  
6 the amount that was suggested at this point?  
7 Would we up -- can we up -- what was -- I don't  
8 have the paperwork in front of me. What was the  
9 increase?

10 MAYOR HUBBARD: He's got the sheet attached.  
11 I don't have it in front of me now.

12 ATTORNEY PROKOP: It's right in the package.

13 TRUSTEE PHILLIPS: Is this something -- let  
14 me ask you this. Is this something that -- is  
15 it -- is it necessary that we vote on this today,  
16 or is it -- can we table this and -- can we table  
17 this --

18 CLERK PIRILLO: Yes.

19 TRUSTEE PHILLIPS: -- and come back with a  
20 different -- because I'm going to put a -- I'm  
21 going to put a motion on the table to table this  
22 resolution.

23 MAYOR HUBBARD: Okay. We'll table. We'll  
24 look at -- let Robert run the numbers, see what we  
25 can do, see where we can adjust elsewhere. I

1 mean, if we could, I think it would be great to  
2 take some of the FEMA money and do the expansion  
3 on the campground and make the money up there and  
4 let the kids still go. We've talked about putting  
5 the additional six slips in there. We haven't  
6 gotten it done. With the additional  
7 reimbursements we get, maybe we could do that.

8 TRUSTEE PHILLIPS: But I think that at this  
9 point, it would be better to table this and --

10 MAYOR HUBBARD: That's fine.

11 TRUSTEE PHILLIPS: -- have a better  
12 discussion.

13 MAYOR HUBBARD: Let the Treasurer work on  
14 some numbers on it, see what else we can do, and  
15 see what we can adjust.

16 TRUSTEE ROBINS: Mayor, could I make a  
17 comment, too? I've actually been in conversation  
18 with some of the people from the Friends of  
19 Mitchell Park now, too, in terms of trying to find  
20 a way to help offer rides and subsidize rides for  
21 local school children, maybe through some kind of  
22 a program at the school or something like that.  
23 So they're going to be bringing it up at their  
24 meeting, their upcoming meeting, and come back  
25 with some ideas for me --

1 MAYOR HUBBARD: Okay.

2 TRUSTEE ROBINS: -- on how they can help as  
3 well.

4 MAYOR HUBBARD: Do you want to make the  
5 motion?

6 TRUSTEE PHILLIPS: I'll make the motion that  
7 we table Resolution #11-2020-29. (Sic)

8 MAYOR HUBBARD: Is there a second?

9 TRUSTEE CLARKE: Second.

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 -- motion  
20 tabled.

21 TRUSTEE ROBINS: Tabled, okay.

22 MAYOR HUBBARD: All right. Peter.

23 TRUSTEE CLARKE: *RESOLUTION #11-2021-30,*  
24 *Approving the attached Vendor Agreement between*  
25 *The Village of Greenport and The Office of*

1        *Temporary and Disability Assistance regarding the*  
2        *New York State Emergency Rental Arrears Program,*  
3        *and authorizing Treasurer Brandt to sign the*  
4        *vendor Agreement between the Village of Greenport*  
5        *and The Office of Temporary and Disability*  
6        *Assistance. So moved.*

7                TRUSTEE MARTILOTTA: Second.

8                MAYOR HUBBARD: All in favor?

9                TRUSTEE CLARKE: Aye.

10               TRUSTEE MARTILOTTA: Aye.

11               TRUSTEE PHILLIPS: Aye.

12               TRUSTEE ROBINS: Aye.

13               MAYOR HUBBARD: Aye.

14               Opposed?

15                                (No Response)

16               MAYOR HUBBARD: Motion carried.

17               TRUSTEE MARTILOTTA: *RESOLUTION #11-2021-31,*  
18        *RESOLUTION ratifying and approving the Stipulation*  
19        *of Agreement dated November 15th, 2021, between*  
20        *the Village of Greenport and the CSEA,*  
21        *Incorporated, Local 1000; with the resulting*  
22        *Collective Bargaining Agreement effective dates to*  
23        *be June 1st, 2021 through May 31st, 2025. So*  
24        *moved.*

25               TRUSTEE PHILLIPS: Second.

1 MAYOR HUBBARD: All in favor?

2 TRUSTEE CLARKE: Aye.

3 TRUSTEE MARTILOTTA: Aye.

4 TRUSTEE PHILLIPS: Aye.

5 TRUSTEE ROBINS: Aye.

6 MAYOR HUBBARD: Aye.

7 Opposed?

8 (No Response)

9 MAYOR HUBBARD: Motion carried.

10 TRUSTEE PHILLIPS: *RESOLUTION #11-2021-32,*  
11 *RESOLUTION approving all checks per the Voucher*  
12 *Summary Report dated November 19th, 2021, in the*  
13 *total amount of \$1,947,760.91 consisting of:*

14 *o All regular checks in the amount of*  
15 *\$1,859,331.14, and*

16 *o All prepaid checks (including wire*  
17 *transfers) in the amount of \$88,429.77.*

18 So moved.

19 TRUSTEE ROBINS: Second.

20 MAYOR HUBBARD: 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           Okay. That concludes our regular business.

5           I'm going to ask for a brief executive session to

6           talk about a contract negotiation. So I'll offer

7           a motion to enter executive session at 8:44.

8           TRUSTEE PHILLIPS: 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          We're in executive session. Thank you for

19          coming.

20                           (The Meeting Was Adjourned to Executive

21          Session at 8:44 p.m.)

22

23

24

25





# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2022 Period: 11 Trans Type: B2 - Amend Status: Batch  
 Trans No: 4893 Trans Date: 11/03/2021 User Ref: ROBERT  
 Requested: P. PALLAS Approved: Created by: ROBERT 11/03/2021  
 Description: TO APPROPRIATE RESERVES TO FUND THE PURCHASE OF TWO FORD RANGER XL PICKUP TRUCKS  
 Account # Order: No  
 Print Parent Account: No

Account No.	Account Description	Amount
E.5990	APPROPRIATED FUND BALANCE	55,146.00
E.0384	TRANSPORTATION EQUIPMENT	55,146.00
<b>Total Amount:</b>		<u>110,292.00</u>





BOARD OF TRUSTEES - VILLAGE OF GREENPORT  
SEQRA RESOLUTION REGARDING THE ADOPTION OF A LOCAL LAW REGARDING  
THE PROHIBITION OF THE ESTABLISHMENT OF RETAIL MARIJUANA DISPENSARY LICENSES  
AND/OR ON-SITE CONSUMPTION LICENSES WITHIN THE VILLAGE OF GREENPORT, AND  
CREATING VILLAGE OF GREENPORT CODE CHAPTER 59

WHEREAS THE Village of Greenport intends to create Chapter 59 of the Village of Greenport Code to prohibit the establishment of retail marijuana dispensary licenses and/or on-site consumption license within the Village of Greenport; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Village of Greenport with respect to the creation of Chapter 59 of the Village of Greenport Code and completed a short form EAF for purposes of SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the creation of Chapter 59 of the Village of Greenport Code to prohibit the establishment of retail marijuana dispensary licenses and/or on-site consumption license within the Village of Greenport; and it is further

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the creation of Chapter 59 of the Village of Greenport Code to prohibit the establishment of retail marijuana dispensary licenses and/or on-site consumption license within the Village of Greenport; is an Unlisted Action for purposes of SEQRA;

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

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

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

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

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

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

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

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

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

Upon motion by Trustee

/ seconded by Trustee

this resolution is carried as follows:

Dated: October 4, 2021

LOCAL LAW NO. \_\_\_\_ OF THE YEAR 2021  
OF THE INCORPORATED VILLAGE OF GREENPORT  
A LOCAL LAW CREATING CHAPTER 59; CANNABIS OPT OUT  
OF THE GREENPORT VILLAGE CODE OPTING OUT OF THE  
LICENSURE AND ESTABLISHMENT OF A RETAIL DISPENSARY  
LICENSE AND/OR AN ON-SITE CONSUMPTION LICENSE  
IN THE VILAGE OF GREENPORT  
PURSUANT TO §131 OF THE NEW YORK STATE CANNABIS LAW

- Section 1.0 Enactment, Effective Date, Purpose and Intent and Findings.
- Section 1.1. Title
- Section 1.2. Enactment.
- Section 1.3. Effective Date.
- Section 1.4. Purpose and Intent of Local Law.
- Section 1.5. Findings
- Section 2.0 General Provisions
- Section 2.1. Creation of Chapter 59 of the Greenport Village Code
- Section 3.0 Severability
- Section 3.1 Severability

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

1.1. Title

This Local Law shall be entitled, "A Local Law Creating Chapter 59; Cannabis Opt-Out of the Greenport Village Code Opting Out of the Licensure and Establishment of a Retail Dispensary License and/or an On-Site Consumption License in the Village of Greenport".

1.2 Enactment; Subject to Permissive Referendum.

Pursuant to Municipal Home Rule Law, including without limitation Sections 10 and 20 thereof, the Board of Trustees of Village of Greenport, County of Suffolk and State of New York ("Board of Trustees"), hereby enacts this Local Law subject to permissive referendum governed by section twenty-four of the Municipal Home Rule Law, requesting the Cannabis Control Board to prohibit the establishment of such retail dispensary licenses and/or on-site consumption licenses contained in article four of the Cannabis Law within the Village of Greenport.

1.3. Effective Date. This Local Law shall take effect thirty days after the adoption of the local law or on the authorization pursuant to a permissive referendum governed by section twenty-four of the Municipal Home Rule Law in the event that a permissive referendum is conducted, and thereafter on the filing of this Local Law with the Secretary of State of the State of New York.

1.4. Purpose and Intent of this Local Law.

The purpose and intent of the Local Law is for the Village of Greenport to opt-out of the establishment and licensing of retail dispensary licenses and/or on-site consumption licenses contained in Article Four of the Cannabis Law pursuant to Section 131 of the New York State Cannabis Law.

1.5 Findings.

The Board of Trustees after a review of available information and due deliberation hereby finds that it is in the health and welfare and best interests of the residents and property owners and of the quality of life, safety and well-being of the residents of the Village, and the orderly development of the Village of Greenport that the Village of Greenport opts-out of the establishment and licensing of retail dispensary licenses and/or on-site consumption licenses contained in Article Four of the Cannabis Law pursuant to Section 131 of the Cannabis Law.

2.0 General Provisions

2.1 Creation of Chapter 59; Cannabis Opt-Out of the Greenport Village Code

Chapter 59; Cannabis Opt-Out of the Greenport Village Code is hereby created to read as follows:

“§ 59-1 The Village of Greenport hereby elects to opt-out of the provisions of the Cannabis Law allowing the establishment and licensing of allowing retail cannabis dispensaries and/or cannabis on-site consumption establishments within the Village of Greenport and requests the Cannabis Control Board to prohibit the establishment of such retail dispensary licenses and/or on-site consumption licenses contained in article four of the Cannabis Law within the Village of Greenport.

§ 59-2 Upon the adoption of this Chapter by the adoption of a local law subject to permissive referendum the Cannabis Control Board shall not issue a retail dispensary license and/or an on-site consumption license contained in Article Four of the Cannabis Law within the Village of Greenport.”

3.0 Severability

3.1 Severability

The provisions of this Local Law are declared to be severable, and if any section, sentence, clause or phrase of this article shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Local Law, but they shall remain in effect, it being the legislative intent that this Local Law shall stand, notwithstanding the invalidity of any part.

## GREENPORT ICE RINK AGREEMENT

AGREEMENT made this                    day of                    2021, by and between the Greenport Hockey Club Ltd., (the "Club"), a domestic New York State not-for-profit corporation with an address of 900 Harvest Lane, Mattituck, New York, 11952 and the Village of Greenport (the "Village"), a New York State municipal corporation with an address of 236 Third Street, Greenport, New York 11944 (the "Village") as follows:

WHEREAS the Village is the owner of the area located on Front Street in the Village of Greenport where the Village installs a seasonal ice rink (the "rink") and associated equipment, and the Village is also the owner of the rink and the equipment associated with the rink; and

WHEREAS the Village is desirous of enhancing the use of the rink by the public by making the rink available to the Club provided the use by the Club does not interfere with public skating times or the use of the rink by the general public, and provided that the Village does not incur any additional costs or expenditures for the use of rink by the Club and entering an agreement for the use of the rink by the Club for that purpose; and

WHEREAS the Club is desirous of entering an agreement with the Village for the use of the rink and to ensure that the use of the rink by the Club does not interfere with the use of the rink by the general public or result in any additional costs to the Village, it is therefore

AGREED that;

1. The Village will provide scheduled ice time to the Club at the rink, on a previously agreed scheduled basis. The scheduled ice times will be set so as to not interfere with scheduled general skating times.
2. The Club will pay the Village the amount of \$100 per hour for the use of the rink for times other than Saturday night, and the Club shall pay the Village the standard rental rate for the use of the rink for Saturday night.
3. The Club acknowledges that the Village is not obligated to offer any form of discount on season skating passes.
4. The Club shall be responsible for paying for ice time that is safe and generally suitable for playing hockey. The ice surface at the rink must be Zamboni cleared at the beginning of each session. The Club is not responsible to pay for the use of the rink when the rink is closed or when unsafe or soft conditions are present on the ice, preventing the play of ice hockey.

5. The Club shall have the option of rescheduling any cancelled sessions to another time or day when the ice is not previously reserved and the date or time proposed by the Club does not interfere with or limit the use of the rink by the general public.

6. The term of this agreement shall be from December 1, 2021 until May 1, 2022 unless terminated by one of the parties prior to May 1, 2022. The Village may terminate this Agreement on ten days written notice in the event of any breach or default by the Club, which is not corrected within ten days of the mailing of the notice of default as provided herein, including but not limited to the failure to make payment. In the event that the Club fails to obtain or maintain the required insurance or is responsible for the creation or continuance of a dangerous condition at the rink or premises, the Village may terminate this agreement on three days prior written notice as provided herein.

7. The Club shall make payments to the Village on the first day of each month starting with December 1, 2021 for the time that the Club has scheduled for that month. The payment on the first day of each month shall be based on the schedule below with the payment due on the 1<sup>st</sup> day of each month (December, January, February, and March). The rate and payment for the actual time for which the rink was actually used by the Club in any month shall be adjusted in the amount paid at the end of that month, with the second payments due on December 31, 2021, January 31, 2022, February 28, 2022, and March 31, 2022, and the Club shall pay any balance due to the Village under this Agreement within ten days of March 31, 2022, the end of the term of the Agreement.

December estimated total fee: \$ 1,200 Balance based on actual use due on December 31, 2021  
Initial monthly Payment: \$ 600 (due December 1, 2021)

January estimated total fee: \$ 1,200 Balance based on actual use due on January 31, 2022  
Initial monthly Payment: \$ 600 (due January 1, 2022)

February estimated total fee: \$ 1,200 Balance based on actual use due on February 28, 2022  
Initial monthly Payment: \$ 600 (due February 1, 2022)

March estimated total fee : \$ 1,200 Balance based on actual use due on March 31, 2022.  
Initial monthly Payment: \$ 600 (due March 1, 2022)

8. The Village shall be responsible for the payment of all utilities used at the Rink and shall be responsible for cleaning the rink except as otherwise mentioned in this Agreement.

9. The Village of Greenport shall add and maintain, for the term of this Agreement and any extensions thereto, the rink to the Village liability insurance policy as named additional insured with respect to the Premises and use. The Village, at its expense, shall maintain at all times during the term of this lease public liability insurance in respect of the demised premises and the conduct or operation of business or activities therein, not less than \$1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a \$2,000,000.00 in general aggregate amount.

10. The Club shall obtain liability insurance and provide proof of coverage thereof including but not limited to in respect of the rink and the use thereof by the Club, and the operation and activities therein, in the amount of not less than \$1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a \$2,000,000.00 in general aggregate amount. The insurance obtained by the Club shall name the Village of Greenport as additional insured and the Club shall provide proof of the coverage to the Village prior to the use of the rink by the Club and on request by the Village. The Club shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and the Club shall deliver to the Village proof of said renewal policy at least thirty (30) days before the expiration of any existing policy. All the policies shall be issued by companies satisfactory to Village and all the policies shall contain a provision whereby the same cannot be canceled or modified unless the Village is given at least twenty (20) days' prior written notice of said cancellation or modification, including, without limitation, any cancellation resulting from non-payment of premiums.

11. The Club agrees not to suffer any act of commission or omission at the rink or on the premises which will increase the rate of insurance or cause the cancellation of any policy of insurance of any nature thereon or which is extra hazardous on account of Fire Risk; and not to permit any odors, noises or accumulation of dirt or refuse matter which may impair said building or interfere with Lessor.

12. This Agreement shall not be assignable by the Club.

15. All notices by or to either party herein shall be in writing and sent by certified mail, return receipt requested, and regular mail, as follows:

To the Club:  
Greenport Hockey Club Ltd.,  
900 Harvest Lane,  
Mattituck, New York 11952

To the Village:  
Sylvia Pirillo, RMC, Village Clerk  
Village of Greenport  
236 Third Street  
Greenport, New York 11944

16. The Club agrees to and shall defend, indemnify, and hold harmless the Village of Greenport and the respective officials, officers, agents, and employees of the Village of Greenport from and against any and all claims, suits, loss, costs or liability arising from or on account of the Club's use of the Rink and the Premises and that the Village of Greenport shall not be liable or responsible to the Club for any act or omission of the Village that is not the direct

This Agreement constitutes the entire agreement between the Club and the Village regarding this matter, no other verbal agreements have been entered into, and any modification of this Agreement or any of its terms and conditions or of any matter relating to this Agreement must be in writing and duly executed by the Club and the Village.

Dated:

Greenport Hockey Club Ltd.

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

Village of Greenport

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

George W. Hubbard, Jr., Mayor



## GREENPORT ICE RINK AGREEMENT

AGREEMENT made this                    day of                    2021, by and between the Greenport Open Hockey League, (the "Club"), a domestic New York State not for profit corporation with an address of P.O. Box 476, Laurel, New York, 11948 and the Village of Greenport (the "Village"), a New York State municipal corporation with an address of 236 Third Street, Greenport, New York 11944 (the "Village") as follows:

WHEREAS the Village is the owner of the area located on Front Street in the Village of Greenport where the Village installs a seasonal ice rink (the "rink") and associated equipment, and the Village is also the owner of the rink and the equipment associated with the rink; and

WHEREAS the Village is desirous of enhancing the use of the rink by the public by making the rink available to the Club provided the use by the Club does not interfere with public skating times or the use of the rink by the general public, and provided that the Village does not incur any additional costs or expenditures for the use of rink by the Club and entering an agreement for the use of the rink by the Club for that purpose; and

WHEREAS the Club is desirous of entering an agreement with the Village for the use of the rink and to ensure that the use of the rink by the Club does not interfere with the use of the rink by the general public or result in any additional costs to the Village, it is therefore

AGREED that;

1. The Village will provide scheduled ice time to the Club at the rink, on a previously agreed scheduled basis. The scheduled ice times will be set so as to not interfere with scheduled general skating times or other scheduled activities.

2. The Club will pay the Village the amount of \$100 per hour for the use of the rink for times other than Saturday night, and the Club shall pay the Village the standard rental rate for the use of the rink for Saturday night.

3. The Club will provide volunteers that will help to spray and create the sheet at the beginning of the season and acknowledges that overnights are usually required.

4. The Club acknowledges that acknowledges that the Village is not obligated to offer any form of discount on season skating passes.

5. The Club shall be responsible for paying for ice time that is safe and generally suitable for playing hockey. The ice surface at the rink must be Zamboni cleared at the beginning of each session. The Club is not responsible to pay for the use of the rink when the rink is closed or when unsafe or soft conditions are present on the ice, preventing the play of ice hockey.

6. The Club shall have the option of rescheduling any cancelled sessions to another time or day when the ice is not previously reserved and the date or time proposed by the Club does not interfere with or limit the use of the rink by the general public.

7. The term of this agreement shall be from December 1, 2021 until May 1, 2021 unless terminated by one of the parties prior to May 1, 2021. The Village may terminate this Agreement on ten days written notice in the event of any breach or default by the Club, which is not corrected within ten days of the mailing of the notice of default as provided herein, including but not limited to the failure to make payment. In the event that the Club fails to obtain or maintain the required insurance or is responsible for the creation or continuance of a dangerous condition at the rink or premises, the Village may terminate this agreement on three days prior written notice as provided herein.

8. The Club shall make payments to the Village on the first day of each month starting with December 1, 2021 for the time that the Club has scheduled for that month. The payment on the first day of each month shall be based on the schedule below with the payment due on the 1<sup>st</sup> day of each month (December, January, February, and March.). The rate and payment for the actual time for which the rink was actually used by the Club in any month shall be adjusted in the amount paid at the end of that month, with the second payments due on December 31, 2021, January 31, 2022, February 28, 2022, and March 31, 2022, and the Club shall pay any balance due to the Village under this Agreement within ten days of March 31, 2022, the end of the term of the Agreement.

December estimated total fee: \$ 1,600 Balance based on actual use due on December 31, 2021  
Initial monthly Payment: \$ 800 (due December 1, 2021)

January estimated total fee: \$ 1,600 Balance based on actual use due on January 31, 2022  
Initial monthly Payment: \$ 800 (due January 1, 2022)

February estimated total fee: \$ 1,600 Balance based on actual use due on February 28, 2022  
Initial monthly Payment: \$ 800 (due February 1, 2022)

March estimated total fee : \$ 1,800 Balance based on actual use due on March 31, 2022.  
Initial monthly Payment: \$ 900 (due March 1, 2022)

9. The Village shall be responsible for the payment of all utilities used at the Rink and shall be responsible for cleaning the rink except as otherwise mentioned in this Agreement.

10. The Village of Greenport shall add and maintain, for the term of this Agreement and any extensions thereto, the rink to the Village liability insurance policy as named additional insured with respect to the Premises and use. The Village, at its expense, shall maintain at all times during the term of this lease public liability insurance in respect of the demised premises and the conduct or operation of business or activities therein, not less than \$1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a \$2,000,000.00 in general aggregate amount.

11. The Club shall obtain liability insurance and provide proof of coverage thereof including but not limited to in respect of the rink and the use thereof by the Club, and the operation and activities therein, in the amount of not less than \$1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a \$2,000,000.00 in general aggregate amount. The insurance obtained by the Club shall name the Village of Greenport as additional insured and the Club shall provide proof of the coverage to the Village prior to the use of the rink by the Club and on request by the Village. The Club shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and the Club shall deliver to the Village proof of said renewal policy at least thirty (30) days before the expiration of any existing policy. All the policies shall be issued by companies satisfactory to Village and all the policies shall contain a provision whereby the same cannot be canceled or modified unless the Village is given at least twenty (20) days' prior written notice of said cancellation or modification, including, without limitation, any cancellation resulting from non-payment of premiums.

12. The Club agrees not to suffer any act of commission or omission at the rink or on the premises which will increase the rate of insurance or cause the cancellation of any policy of insurance of any nature thereon or which is extra hazardous on account of Fire Risk; and not to permit any odors, noises or accumulation of dirt or refuse matter which may impair said building or interfere with Lessor.

13. This Agreement shall not be assignable by the Club.

14. All notices by or to either party herein shall be in writing and sent by certified mail, return receipt requested, and regular mail, as follows:

To the Club:  
Greenport Open Hockey League  
P. O. Box 476,  
Laurel, New York 11948

To the Village:  
Sylvia Pirillo, RMC, Village Clerk  
Village of Greenport  
236 Third Street  
Greenport, New York 11944

15. The Club agrees to and shall defend, indemnify, and hold harmless the Village of Greenport and the respective officials, officers, agents, and employees of the Village of Greenport from and against any and all claims, suits, loss, costs or liability arising from or on account of the Club's use of the Rink and the Premises and that the Village of Greenport shall not be liable or responsible to the Club for any act or omission of the Village that is not the direct

This Agreement constitutes the entire agreement between the Club and the Village regarding this matter, no other verbal agreements have been entered into, and any modification of this Agreement or any of its terms and conditions or of any matter relating to this Agreement must be in writing and duly executed by the Club and the Village.

Dated:

Greenport Open Hockey League

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

Village of Greenport

By: \_\_\_\_\_  
George W. Hubbard, Jr., Mayor



**Penflex Actuarial Services, LLC.**  
**11/1/2021-10/31/2022 Service Fee Agreement**

**VILLAGE OF GREENPORT**  
**SERVICE AWARD PROGRAM**

---

**Standard Services Fee Schedule**

Base Fee: \$3,600, \$0 change from 2020

Per-Participant Fee: \$18, \$0 change from 2020

Payment certification and trustee directive letters: \$75 per letter, \$0 change from 2020

**Total Estimated Standard and Distribution Services Fees: \$6,500**

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**Preparation of Financial Statement Disclosures**

Disclosure Packages Provided For Program Year 2020:

NYS LOSAP Audit Package: No

GASB 73 Package: Yes

Auditing Firm:

Contact Name:

Email Address:

Please Check 'Yes' Or 'No' For Program Year 2021:

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

This is a \$0 change from 2020. Please refer to the enclosed newsletter titled 'New York State Volunteer Firefighter LOSAP Audit Requirement' for more information

Complete the GASB 73 Package for a fee of \$950: \_\_\_\_\_ Yes \_\_\_\_\_ No

This is a \$0 change from 2020. Please refer to the enclosed 'GASB 73 FAQs' for more information. For a sample GASB 73 package, please email: [info@penflexinc.com](mailto:info@penflexinc.com).

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

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All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations.

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

\_\_\_\_\_  
Mayor  
Village of Greenport

*Edward J. Holohan*

Edward J. Holohan, ASA

President, Penflex Actuarial Services, LLC.

# J.R. Holzmacher P.E., LLC

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

November 10, 2021

Hon. George W. Hubbard, Jr., Mayor  
Village of Greenport  
236 Third Street  
Greenport, New York 11944

Re: Sanitary Sewer Central Pump Station  
Replacement Project – Request for Budget  
Increase on Tasks 4 & 5

Dear Mayor Hubbard:

We are writing with regard to the project to replace and reconstruct the Central Pump Station within the sanitary sewer collection system. This project has now seen substantial construction progress with the new pump station and the new generator building now in place. There have been some delays in obtaining equipment and materials and there are several components such as the flow meter and comminutor which still await delivery. In addition to delays in obtaining materials we were also forced to register the old generator fuel tank with SCDHS although it had been deemed exempt for many years. The project is going well and finally making good progress but will take several months additional to become fully operational.

Our original proposal included suggested budgets for actual time spent at hourly rates for Task 4 – Construction Phase Services and Task 5 – Construction Administration Services. The project has taken longer than originally anticipated and we need to request a budget increase for each task.

Task 4 had an initial budget allocation of \$18,564 while the effort to date is \$18,214.25; and Task 5 had an initial budget allocation of \$11,352 while the effort to date is \$11,975.25 so we are over the combined budget by \$273.50.

We are assuming that we might need some additional site visits, given the complexity of the selected control system in order to assist the contractor to properly wire and set up the control system to interface with the installed equipment at the site. The attached spread sheet shows 86 additional hours, primarily for Andrew Hine and Tom Nehring, totaling \$12,994. When added to the current overage totals to a requested budget increase of \$13,267.50

Hon. George W. Hubbard, Jr., Mayor  
Central Pump Station Request for Budget Increase  
November 10, 2021  
Page 2

Thank you in advance for your consideration of this request and for the opportunity to work with you on this important project. Please call me if you have any questions.

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

A handwritten signature in black ink, appearing to read "J. R. Holzmacher", written in a cursive style.

J. Robert Holzmacher, P.E.  
Principal

JRH;j  
Encl.

p:\2019\grptv\19-04 central pump station\billing\proposal\central ps budget request.doc

**COST PROPOSAL/BACKUP SHEET**  
**Inc. Village of Greenport**  
**Central Pump Station**  
**Construction Phase Budget Increase Request**  
**2021 Man-Hour Matrix**

<b>LABOR</b>					
<b>Name</b>	<b>Position</b>	<b>Rate</b>	<b>Unit</b>	<b>Quantity</b>	<b>Amount</b>
J. Robert Holzmacher, P.E.	Principal	\$ 225.00	/hour	8	\$ 1,800.00
Michael Simon, P.E.	Principal	\$ 180.00	/hour	0	\$ -
Thomas J. Murawski, R.A.	Architect	\$ 180.00	/hour	0	\$ -
Anthony J. Zalak	Project Manager/ GIS Specialist	\$ 157.50	/hour	8	\$ 1,260.00
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	4	\$ 480.00
Andrew Hine, I.E.	Project Engineer	\$ 120.00	/hour	40	\$ 4,800.00
Daniel Mastrococo	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	0	\$ -
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	24	\$ 4,200.00
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	\$ -
	<b>Total Direct Labor</b>			<b>86</b>	<b>\$ 12,714.00</b>
<b>SUPPLIES &amp; EQUIPMENT</b>					
	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
	<b>Total Supplies &amp; Equip.</b>				<b>\$ 280.00</b>
	<b>Total Direct Costs</b>				<b>\$ 12,994.00</b>

# MARINA

<u>RATES</u>	<u>CURRENT PER FT</u>	<u>NEW RATE</u>
<b>MAY 15TH TO MAY 31/ OCTOBER 1ST - 30TH</b>		
<u>DAY STAY</u>	1.00	1.00
AFTER 5	0.50	ELIMINATED
MON - THURS OVERNIGHT	2.00	2.00
FRIDAY/ SATURDAY OVERNIGHT	3.00	3.00
SUNDAY OVERNIGHT	2.50	3.00
OVER 75	4.00	4.00
<b>JUNE 1ST TO SEPTEMBER 30TH</b>		
<u>DAY STAY</u>	1.00	2.00
AFTER 5	0.50	ELIMINATED
MON - THURS OVERNIGHT	2.50	2.50
FRIDAY/ SATURDAY OVERNIGHT	3.50	4.00
SUNDAY OVERNIGHT	3.00	4.00
OVER 75	4.00	5.00
HOLIDAY	4.00	5.00

**MC CANN'S CAMPGROUND**

	<b>CURRENT</b>	<b>NEW</b>
	<b>RATE</b>	<b>RATE</b>
<b><u>TRAILERS</u></b>		
DAILY	\$ 50.00	\$ 50.00
WEEKLY	300.00	325.00
MONTHLY	645.00	650.00
MONTHLY	695.00	700.00
HOLIDAY	65.00	70.00
SEASON	3,800.00	4,000.00
<b><u>TENTS</u></b>		
DAILY	35.00	35.00
WEEKLY	210.00	210.00
HOLIDAY	50/ NIGHT	50/ NIGHT



## Office of Temporary and Disability Assistance

KATHY HOCHUL  
Governor

BARBARA C. GUINN  
Executive Deputy Commissioner

November 16, 2021

Dear Municipal Utility Vendor,

The Office of Temporary and Disability Assistance (OTDA) is pleased to announce the New York State Emergency Rental Arrears Program (ERAP). ERAP provides significant economic relief to help low and moderate-income households at risk of experiencing homelessness or housing instability by providing rental arrears, temporary rental assistance and utility arrears assistance.

In order to receive ERAP assistance on behalf of your customers for utility arrears, all vendors must sign and adhere to an ERAP specific vendor agreement. This agreement outlines the process by which OTDA will verify your customers' utility arrears. OTDA will send an Arrears Validation File to your company on a weekly basis containing account numbers, names, and addresses of ERAP applicants. Your company will validate the information provided, complete the file with all appropriate arrears data for each validated customer, and return it to OTDA.

Once eligibility has been determined, OTDA will send payments on behalf of your eligible customers using the Statewide Financial System (SFS) payment process. After the payment is received, you must issue a credit in the amount owed to each customer in normal business practice.

Please review the attached Amended New York State Emergency Rental Assistance Program Municipal Utility Agreement and return it with a signature by an official authorized to sign for your company, company information, as well as contact information for the individual(s) in your company authorized to receive your company's Arrears Validation File no later than **Wednesday, November 24, 2021**. This agreement is to be returned to the OTDA Home Energy Assistance Program (HEAP) Bureau by email at [NYSHEAP@otda.ny.gov](mailto:NYSHEAP@otda.ny.gov).

Attached you will also find the OTDA Security and Confidentiality Terms, which outlines required data security and retention measures, and the Global Confidentiality/Non-Disclosure Agreement (NDA). All employees and contractors within your company involved in ERAP must sign a copy of the NDA, and your company must maintain these agreements in accordance with the OTDA Security and Confidentiality Terms.

OTDA will be hosting a Webex Conference to provide additional information on ERAP Utility Arrears Assistance and to answer any questions you may have. Please see the attached agenda regarding this Webex, which will take place on Tuesday, November 23, 2021 from 10:00AM to 2:00PM

We thank you for your participation in ERAP and look forward to working with you. If you have any questions, please contact the HEAP Bureau at 518-473-0332.

Sincerely

*/s/ AB/ 11-16-2021*  
Andrew Bryk  
HEAP Bureau Chief  
[Andrew.Bryk@otda.ny.gov](mailto:Andrew.Bryk@otda.ny.gov)

## New York State Emergency Rental Assistance Program

### Municipal Utility Agreement

The undersigned utility provider (hereinafter referred to as "Vendor") hereby agrees and assures to the New York State Office of Temporary and Disability Assistance (NYS OTDA) that it will comply with the following terms and conditions as set forth in the Assurances below in order to receive monies under the Emergency Rental Assistance Program (hereinafter referred to as "ERAP") for ERAP Utility Arrears for Vendor's customers who are eligible for ERAP:

1. The Vendor understands that claims made under ERAP will be satisfied through payments made by New York State to the Vendor. The Vendor will agree to accept ERAP Utility Arrears payments for unpaid payments to the Vendor of gas and/or electric utility services accrued on or after March 13, 2020, for separately stated electricity and gas costs that are incurred for up to 12 months.
2. The Vendor shall not treat customers receiving ERAP Utility Arrears payments adversely due to receipt of such assistance. The Vendor also agrees not to discriminate in costs of goods supplied or services provided, against the customer on whose behalf ERAP Utility Arrears payments are made. A customer is defined in accordance with Title 16 of the New York Compilation of Codes, Rules and Regulations, Part 11.2(a)(2).
3. The Vendor shall comply with all requirements of the Consolidated Appropriations Act, 2021, the American Rescue Plan of 2021, Part BB of Chapter 56 of the Laws of 2021 NYS, as amended, and U.S. Department of Treasury guidance including, but not limited to, record retention requirements and anti-discrimination practices. Furthermore, the vendor agrees to comply with all policy determinations and directives of the NYS OTDA as pertaining to ERAP, and payments thereof, audit participation, and the confidentiality of personally identifiable information.
4. The Vendor shall treat all information received pursuant to this Agreement as confidential information and shall not use any information obtained in any manner except as necessary to the proper discharge of its obligation under this Agreement. The Vendor also agrees to ensure the confidentiality of all disclosed information in a manner that complies with all applicable federal, state and local laws, rules, regulations, and policies for the purposes of ensuring customer data is protected. The Vendor further agrees to abide, at a minimum, by the requirements set forth in Attachment 1, the OTDA Security and Confidentiality Terms.
5. The Vendor shall be responsible for all costs and services relating to and involved with its ERAP Information Technology (IT) infrastructure for the purposes of exchanging data necessary for arrears validation with the NYS OTDA and/or its contractors.
6. The Vendor agrees to accept a weekly comma delimited text file Arrears Validation File by way of a password protected encrypted email for the purpose of validating the amount of unpaid household gas and/or electric arrearage charges. The file shall contain multiple lines of data, each line will contain a control number and a customer account number.
7. The Vendor agrees to provide OTDA and/or its contractors the name(s) and contact information for the individual(s) responsible for the acceptance, completion, and return of the Arrears Validation File. The Vendor may, at the Vendor's discretion, provide secondary contact information for purposes of continuity.
8. The Vendor agrees to provide, at no cost to OTDA and/or its contractors a weekly Arrears Validation File by way of a password protected encrypted email as specified by OTDA, for the

purpose of validating the amount of unpaid household gas and/or electric arrearage charges through the termination of this Agreement as set out in Assurance 16 below.

9. The Vendor agrees to validate customer account number, name, and address for each record. All data elements must match a current customer using reasonable variances of name and address.
10. The Vendor agrees to return weekly, a data file based upon the previous week's OTDA Validation File and include the OTDA supplied Validation File name.
11. The Vendor agrees to include the data elements listed below and use its best efforts to provide OTDA all available customer gas and/or electric arrearage amounts as requested. Return files must be a comma delimited text file and include the following data elements:
  - Control Number,
  - Service(s) provided; natural gas, electricity, or combined natural gas and electricity,
  - Confirmation of residential account,
  - Confirmation of customer account number,
  - Confirmation of customer first and last name,
  - Confirmation of customer address,
  - Amount\* of gas and/or electric utility arrearages\*\* accrued by month ; up to the highest 12 months of unpaid charges, beginning on or after March 13, 2020 and up to the date of receipt of the validation file, for separately stated gas and/or electric costs; and,
  - Month and Year of Arrearages
    - A separate line of data must be reported for each arrearage month.
    - Each line of data must reflect the arrears amount for that month only

\*The arrearage amount on the Vendor return Arrears Validation File must be assigned the following values:

- Arrears value reported must be a dollar amount greater than \$0.00
- If the confirmed customer's account does not have arrears, enter \$0.00
- If the record does not match a current customer, enter Null

\*\*Arrears include unpaid payments for monthly service charges, usage charges, taxes and fees for gas and/or electricity. Arrears do not include any amount guaranteed for payment through Home Energy Assistance Program (HEAP) Regular Arrears Supplement (RAS) or Emergency benefits. Arrears do not include optional charges for appliance repair contracts, equipment charges, and other special services, including any on-bill financing.

12. The Vendor agrees upon receipt of ERAP payment to credit customer accounts in normal business practice in an amount equal to the payment received for each eligible ERAP customer household. ERAP funds shall not bear interest.
13. The Vendor agrees to not transfer or cash-out ERAP benefits to recipients. Funds must be returned to OTDA unless payment(s) were used to credit unpaid utility arrears, or upon request by OTDA.
14. The Vendor agrees that for five (5) years from the conclusion of ERAP it will preserve and make available to officials, including but not limited to, auditors employed or retained by OTDA, their authorized representatives and appropriate officials of the federal government, all records related to the Vendor's performance under this Agreement. All records relating to the Vendor's use of the data exchanged shall be destroyed after the retention period expires.

11/3/2021

15. The Vendor shall permit and cooperate with federal and/or state audits and/or investigations undertaken in accordance with the Consolidated Appropriations Act, 2021, the American Rescue Plan of 2021, and Part BB of Chapter 56 of the Laws of 2021 NYS, as amended, U.S. Department of Treasury guidance, and any State and/or county investigations undertaken to ensure program integrity.
16. This agreement shall remain in effect for the duration of the ERAP and shall be terminated upon the repeal of Part BB of Chapter 56 of the Laws of 2021 NYS, as amended, or if this agreement is superseded by another agreement or terminated by either party, which shall be accomplished in writing with thirty (30) days prior notice, whichever occurs first.

**Arrears Validation File**

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

Contact Telephone: \_\_\_\_\_

Contact email address: \_\_\_\_\_

(Optional)  
Secondary Contact Name: \_\_\_\_\_

Secondary Contact Telephone: \_\_\_\_\_

Secondary Contact email address: \_\_\_\_\_

I hereby declare that I have read and understand the above and agree to comply and abide with while participating in the New York State Emergency Rental Assistance Program.

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

Vendor Phone Number: \_\_\_\_\_

Vendor Fax Number: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Mailing Address, if different: \_\_\_\_\_

\_\_\_\_\_

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

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

Signature: \_\_\_\_\_

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

Federal Tax ID: \_\_\_\_\_

# OTDA SECURITY AND CONFIDENTIALITY TERMS

Last Updated: June 2021

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**The Security and Confidentiality Terms set forth in this Appendix B-1 are made part of the Agreement between OTDA and the Contractor.**

**1. DEFINITIONS**

For purposes of this Appendix B-1 the following terms shall have the following meanings:

**"Protected Information"** means data or information to which the Contractor is given access which OTDA creates, receives, or maintains, which is, pursuant to federal and/or state laws, rules, regulations, policies or agreements, deemed confidential, personal, private and/or sensitive. Such data or information may be present or stored in any form or medium and includes, but is not limited to:

- a. Data or information obtained from sources outside of OTDA;
- b. Data or information maintained in and/or obtained from OTDA-owned applications, systems, networks and/or databases;
- c. Data or information identifying an individual, particularly where such disclosure could result in an unwarranted invasion of personal privacy;
- d. Computer codes or other electronic or non-electronic data or information, the disclosure of which could jeopardize the compliance stature, security or confidentiality of OTDA's information technology solutions, applications, systems, networks or data;
- e. Any other material designated by OTDA as being "Confidential," "Personal," "Private," or otherwise "Sensitive."

**"Authorized Persons"** means the Contractor's employees, subcontractors or other agents who are authorized and have a business justification to access Protected Information to enable Contractor to perform the services pursuant to the Agreement.

**"Information Security Incident"** means any allegation or suspicion held by or brought to the attention of an OTDA employee or Authorized Persons involving inappropriate or unauthorized access to, or disclosure of, Protected Information.

**"Information Security Breach"** means the unauthorized access by a non-Authorized Person of Protected Information as defined in New York State Information and Security Breach Notification Act and the SHIELD Act (General Business Law Sections 899-aa and 899-bb; State Technology Law Section 208).

**"OTDA Contact"** means the person or persons designated in writing by OTDA to receive Information security incident or Information security breach notifications.

**"Continental United States (CONUS)"** – the 48 contiguous States and the District of Columbia

**"Follow the Sun"** – Follow-the-sun is a type of global workflow in which tasks are passed around daily between work sites that are many time zones apart. All helpdesk, online, and support services which access any Data must be performed from within CONUS. At no time will any Follow the Sun support be allowed to access Data directly, or indirectly, from outside CONUS.

**2. DATA TO BE DISCLOSED**

While a listing of specific data elements and/or information required to effectuate the Agreement may be more specifically set out in the solicitation, the obligations set out apply not only to such data elements and/or information but to all Protected Information, as defined herein.

**3. PURPOSE OF DATA**

Contractor represents that it is requesting and/or providing Protected Information solely for purposes specified in this solicitation. OTDA will release Protected Information to Contractor exclusively for this purpose. Contractor shall use the Protected Information only for the authorized purposes specified in this Agreement.

**4. OWNERSHIP OF DATA**

Contractor agrees that OTDA shall be deemed the "owner" of Protected Information disclosed by OTDA to Contractor under this Agreement including for purposes of complying with the requirements of General Business Law Sections 899-aa and 899-bb.

**5. DATA EXCHANGE DETAILS**

Prior to OTDA's sharing of any data pursuant to this Agreement, Contractor and OTDA shall work together to provide and establish a secure, encrypted (both in transit and at rest) method of data exchange for any transfer of such data which shall, at a minimum, comport with the standards set and required by the New York State Chief Information Security Office (NYS CISO) and, where required, any additional heightened compliance obligations applicable to and necessitated by the data involved in any such exchange. The NYS CISO's office shall, as OTDA deems appropriate, be provided with details of such proposed method of exchange for review and approval. The Parties agree that they will work together to create and keep current a Technical Service Description, to be made part of this Agreement, which sets forth the details of the Protected Information which OTDA shall furnish to Contractor, including, at a minimum, the frequency of the disclosure, timing, technical details of the method of data exchange (including all relevant details), and the format of any response as between the Parties.

**6. DATA PROTECTION**

Safeguarding of Protected Information shall be an integral part of the business requirements and activities of the Contractor to ensure there is no inappropriate or unauthorized use or exposure of Protected Information at any time. Contractor shall safeguard the confidentiality, integrity, and availability of Protected Information and comply with the following conditions:

- a. Implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure, or theft of Protected Information. Such security measures shall comply with industry best practices and shall, at a minimum, comply with those requirements set forth by the NYS CISO, and must comply with all applicable state and federal law, rules, regulations, and policies.
- b. All Protected Information shall be encrypted at rest and in transit, in accord with, at a minimum, the standard set forth by the NYS CISO, all applicable state and federal law, rules, regulations and policies and, as appropriate, industry best practices.
- c. At no time shall any Protected Information be copied, disclosed or retained by the Contractor for any purpose other than performing the services under this Agreement.
- d. Contractor and Authorized Persons shall not disseminate, use, or permit the dissemination or use of Protected Information in any manner not described in this Agreement without express prior written consent from OTDA.
- e. Host all Protected Information and maintain and implement procedures to logically segregate and secure Protected Information from Contractor's data and data belonging to the Contractor's other customers, including other governmental entities.
- f. All data center(s) used to perform the services under the resulting Contract must, at a minimum, meet or exceed Tier 3 standards for redundancy and resilience, which can be found at the Uptime Institute website.
- g. The contractor must carefully, thoroughly, and thoughtfully vet all software solutions and hardware used to verify that they are compliant with the requirements set forth by the NYS CISO and fulfill the compliance obligations for the protection of OTDA's Protected Information. This vetting process shall also extend to all software solutions and hardware used by Authorized Persons.

## 7. DATA SECURITY

Contractor shall immediately disclose its non-proprietary security processes and technical limitations to OTDA such that adequate protection for Protected Information is attained. At a minimum Contractor represents and warrants that the security requirements and processes shall comport with the security standards and protocols set by the NYS CISO. In addition, the Contractor shall also comply with any state and/or federal laws, rules, regulations and/or policies that are applicable to the data being exchanged under this Agreement, including any heightened compliance obligations. The system and procedure that the Contractor will maintain for handling, storage, use, and destruction of Protected Information governed by this

agreement will be sufficient to allow OTDA and/or their designee(s) to audit compliance with this Agreement.

## 8. DATA LOCATION

Contractor shall provide its services to OTDA and OTDA's end users solely from data centers physically located within the continental United States (CONUS), meaning the 48 contiguous States and the District of Columbia. Storage of Protected Information at rest shall be located solely in data centers in the United States. The Contractor shall not store, access, maintain, or process Protected Information on a mobile or portable device. The Contractor will store and maintain Protected Information in a place and manner that is physically secure from unauthorized access (e.g., locked cabinets or storage room) and will store and process electronic Protected Information in such a way that it will be secure from unauthorized access by any means.

## 9. CONTRACT AND DATA CENTER AUDIT

The Contractor shall allow OTDA and any other authorized government agency to audit the Contractor's compliance with the security procedures set forth in this section. Contractor shall perform an independent audit of its data centers which contain Protected Information at least annually, and provide OTDA a copy of such audit report. Any non-critical deficiencies identified in the audit report or where the Contractor is found to be noncompliant with Agreement safeguards must be remedied, within 90 days of the issue date of the audit report with proof of remediation provided to OTDA. Critical deficiencies must be immediately remedied within a timeframe that OTDA approves. The completion of these requirements is at the Contractor's expense with no additional cost to OTDA.

The contractor will maintain a formal policy and procedures for the handling, storage, use, and destruction of Protected Information governed by this Agreement which must be sufficient to allow OTDA and/or their designee(s) to audit compliance with this Agreement.

The contractor will permit OTDA, or their agent, to enter upon Contractor's premises at reasonable times to inspect and review their safeguards and procedures for protecting the confidentiality, privacy, security, and compliance of the Protected Information. The contractor will also cooperate with OTDA, or their agent, in connection with any request for access to staff, information, or material related to an OTDA confidentiality, privacy, security, or compliance review, audit, or monitoring visit.

The contractor will provide, at Contractor's expense, an independent third-party audit of all data center(s) used to perform the services under the resulting Contract showing no deficiencies. Thereafter on an annual basis, at the contractor's expense, a full version of the audit report will be provided to

the State, within 30 days of the anniversary date of the Agreement. A Service Organization Control (SOC) 2 Type 2 audit report or approved equivalent sets the minimum level of a third-party audit.

#### 10. ACCESS

The contractor will limit access to Protected Information to Authorized Persons who have a legitimate business justification for access to such data for the purposes described in this Agreement.

For Protected Information with heightened compliance requirements, including but not limited to Unemployment Insurance Benefit information, Federal Parent Locator Services information, Federal Tax information, and Social Security Association information, Contractor will provide a listing of such Authorized Persons to OTDA at intervals determined by OTDA. The contractor will ensure that this list is kept current with any additions, changes, or removal of Authorized Persons needing access.

Access to Protected Information by Authorized Persons shall be closely monitored by Contractor and shall be removed in the event such access is no longer justified by a legitimate business need or where the person separates from service. Such removal must be immediate but in no event later than the close of business on the date of the triggering event.

Notice of all such changes will be sent to:

**OTDA General Counsel**  
40 North Pearl Street, 16C  
Albany, New York 12243  
(518) 474-9502  
otda.GC.Notifications@otda.ny.gov

The contractor may not assign or subcontract the Agreement, its obligation or interest hereunder, without the express, written consent of OTDA. Any assignment or subcontract made without such consent will be null and void and will constitute grounds for immediate termination of the Agreement by OTDA.

Contractor expressly represents and agrees that it will not re-disclose Protected Information provided by OTDA under this Agreement to third parties, including contractors or subcontractors, without the prior, written approval from OTDA. Authorized Persons shall not disseminate, use, or permit the dissemination or use of Protected Information in any manner not provided for in this agreement without the express prior, written consent from OTDA.

The contractor will undertake precautions to limit access to disclosed Protected Information to Authorized Persons only. The contractor will adopt safeguards and procedures to limit dissemination only to authorized individuals with a legitimate business need/purpose related to the purpose of this project as set out in this Agreement.

#### 11. TRAINING

The Contractor will ensure that all Authorized Persons who have access to any Protected Information for authorized purposes set forth in this Agreement have been instructed in a manner approved by OTDA regarding the confidential nature of the Protected Information, the safeguards required to protect such data, and the sanctions in applicable state, federal, and local laws, rules, regulations and/or policies for unauthorized disclosure of Protected Information. Contractor will annually sign an acknowledgement that all Authorized Persons with access to Protected Information have been instructed in a manner approved by and as set out above. Contractor will provide this acknowledgement upon request to OTDA and prior to the disclosure of any Protected Information hereunder and annually, as required, to continue the disclosure of Protected Information hereunder.

#### 12. CONFIDENTIALITY AGREEMENTS

Contractor shall require Authorized Persons to sign a confidentiality and non-disclosure agreement provided by OTDA in relation to access to Protected Information. Such signed agreements must be obtained prior to Authorized Persons commencing work. Contractor shall maintain such agreements for the duration of the audit period as set out in this Agreement and for the duration of any state, federal, and local laws, rules, regulations and policies applicable to the Protected Information being exchanged under this Agreement, whichever is longer, and shall provide them to OTDA upon request.

#### 13. BACKGROUND INVESTIGATION AND FINGERPRINTING

Contractor shall have a written personnel security policy that ensures a background investigation is completed for any individual who will need access to perform his/her job duties to Protected Information with heightened compliance obligations. The policy will identify the process, steps, and timeframes for determining whether an employee may be granted access to such Protected Information. The results of the background check will be reviewed by the Contractor to determine whether the applicant is suitable for access to such Protected Information. Suitability is defined as having verified citizenship or residency and no prior criminal offense or offenses where the nature of the offense creates a risk of misuse of such Protected Information as defined within this Agreement. Written background investigation policies and procedures must be provided to OTDA for review and approval. Policies and procedures, as well as a sample of completed background investigations, must be available for inspection upon request by OTDA or its agents.

#### 14. NOTIFICATION OF LEGAL REQUESTS

The Contractor shall immediately inform OTDA in writing upon receipt of any legal, investigatory, or other mode or method of demand (including but not limited to FOIL or FOIA requests, electronic discovery, litigation holds, and discovery searches) for access to Protected Information that is not otherwise authorized under this Agreement and shall take and vigorously pursue all necessary legal action to prevent any disclosure including, but not limited to, moving to quash subpoenas issued for such information. The Contractor will keep OTDA's General Counsel fully and timely notified of all developments related to such legal actions and their response thereto, and provide appropriate, robust legal assistance as may be required, as requested by OTDA. The notification shall be directed to:

**OTDA General Counsel**  
40 North Pearl Street 16 C  
Albany, NY 12243  
(518) 474-9502  
otda.GC.Notifications@otda.ny.gov

#### **15. REPORT OR PUBLICATION**

Contractor will ensure that any study, report, publication, or other disclosure for which Protected Information shared by OTDA is the basis and which is permitted under this Agreement is limited to the reporting of aggregate, de-identified data, which means it will not contain any information that might lead to the identification of a private person or entity. OTDA shall have the right to review and approve any such study, report, publication, or other disclosure prior to disclosure or publication.

#### **16. RETURN/DESTRUCTION OF PROTECTED INFORMATION**

In the event of termination or expiration of the Agreement, Contractor shall immediately implement an orderly return of all Protected Information, whether in digital or any other form, in a mutually agreeable format at a time agreed to by the parties and/or at the direction of OTDA. Thereafter, the Contractor shall, unless otherwise advised in writing by OTDA, immediately destroy and/or sanitize, as appropriate to the medium, such data and any extracts, copies, or backups of same thoroughly and irretrievably. The method for the sanitization of data shall, at a minimum, comport with the standards set by the NYS CISO for the sanitization of data. Contractor shall thereafter certify in writing and provide proof that these actions have been completed within 30 days of termination or expiration of this Agreement or within seven days of the request of an agent, employee or officer of OTDA, at the discretion of OTDA. The Contractor will not make, retain, copy, duplicate, or otherwise use any copies of Protected Information after completion of the purpose for which the data disclosed is served without prior written permission from OTDA.

#### **17. DATA RETENTION**

Notwithstanding any other obligation under this Agreement, Contractor agrees that it will preserve the Protected Information in a manner that complies with all applicable federal, state and local laws, rules, regulations, and policies for the purposes of ensuring applicable data records retention obligations are met.

#### **18. COMPLIANCE WITH INFORMATION SECURITY BREACH NOTIFICATION ACT AND OTHER LAWS**

Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Protected Information does and will comply with all applicable federal, state and local privacy, confidentiality, security, data protection and compliance laws, rules, regulations, policies, and directives. Contractor warrants that it will comply with the applicable New York State Information and Security Breach Notification Act and the SHIELD Act (General Business Law Sections 899-aa and 899-bb; State Technology Law Section 208). The contractor ensures that it and all Authorized Persons will be in compliance with the aforementioned state, federal, and local laws, rules, regulations, policies, and directives.

#### **19. VULNERABILITY SCANNING**

The contractor must perform appropriate and required environment vulnerability scanning in accordance with Industry best practices and standards. The contractor must address all high and medium vulnerabilities found during scanning in a reasonable timeframe as agreed upon with OTDA.

OTDA, through ITS, will have the option to perform application scanning and web server scanning, as needed. The contractor must address all high and medium vulnerabilities found during scanning in a reasonable timeframe as agreed upon with OTDA.

When software vulnerabilities are revealed and addressed by a vendor patch, the Contractor will obtain the patch from the applicable vendor and categorize the urgency of application as either "critical" or "non-critical" in nature. The determination of the critical versus non-critical nature of patches is solely at the reasonable discretion of OTDA in consultation with ITS and Contractor. The contractor will apply all critical security patches, hotfixes, or service packs as they are tested and determined safe for installation after consultation with OTDA and ITS.

#### **20. INFORMATION SECURITY INCIDENT AND INFORMATION SECURITY BREACH**

If the Contractor or any Authorized Person becomes aware of or has knowledge of either any potential Information Security Incident (Security Incident) or Information Security Breach (Security Breach), then the Contractor shall within 30 minutes

of becoming aware or having knowledge of any potential Security Incident or Security Breach, notify the OTDA contact listed below of the Security Incident or Security Breach via the email address noted, and OTDA will direct what further action is necessary for response to the same. At such time, Contractor shall provide OTDA with the name and contact information for an employee of Contractor who shall serve as Contractor's primary security contact and shall be available to assist OTDA 24 hours a day, seven days per week, in keeping OTDA fully and timely notified of all developments relating to any such potential or actual Security Incident or Security Breach utilizing the following contact information:

**OTDA General Counsel**  
40 North Pearl Street 16 C  
Albany, NY 12243  
(518) 474-9502  
otda.GC.Notifications@otda.ny.gov

Should an Information Security Incident or Security Breach occur, immediately following the requisite notification to OTDA, Contractor shall 1) promptly investigate and utilize best efforts and IT industry best practices to determine the cause(s) of same and devise a proposed resolution and report the cause(s) and suggested remedies to OTDA; (2) promptly implement necessary remedial measures as OTDA deems necessary; (3) document responsive actions taken, including any post-incident review of events and actions taken to make changes in business practices to prevent similar instances in the future; 4) provide reports within the timeframes as requested by OTDA; 5) promptly notify OTDA of the steps taken to prevent similar instances in the future ; and 6) take any other action as may be directed by OTDA.

Notification and Assistance to Affected Persons.

Contractor shall be responsible for:

- a. Promptly notifying individuals whose Protected Information was compromised by an Information Security Breach ("Affected Persons") or, as OTDA deems appropriate, an Information Security Incident. The contractor is to first seek consultation and receive authorization from OTDA prior to issuing such notifications. OTDA shall approve the content of and the method by which such notifications must be provided (e.g., regular mail, e-mail, and/or website posting);
- b. If requested by OTDA and/or required by law, provide credit monitoring services, identity theft consultation and restoration, identity theft insurance, public records monitoring, toll free number and call center, payday loan monitoring, and any other services deemed reasonably necessary by OTDA to Affected Persons for a minimum of one year or longer, as determined by OTDA, (together referred to as "Affected Persons Assistance");
- c. Costs. The Contractor shall bear all costs associated with providing Affected Persons Assistance. OTDA may reduce any Contractor invoice by an amount attributable to the

Contractor's failure to satisfactorily provide Affected Persons Assistance.

**21. BUSINESS CONTINUITY AND DISASTER RECOVERY**

The Disaster Recovery system shall be accessible by all users 24 hours a day, seven days a week, 365 days a year and available 99.982% of the time (uptime) per month and must not be rendered inoperable for any longer period for the purposes of maintenance, upgrades or hardware additions. OTDA will work with the Contractor to provide a listing of all essential functions related to the Agreement that must be sustained and maintained for the duration of the agreement. The Contractor shall have no less than one redundant data centers separated by at least 100 miles and on separate network fiber and separate power grids.

Contractor shall failover application to alternate hardware to perform planned maintenance, patches, code revisions, etc. to one instance, thoroughly test, then switch back to the upgraded instance before repeating the planned maintenance, patch, code revision, etc. on the second instance.

The contractor will provide OTDA with a business continuity and disaster recovery plan. This plan will include detailed precautions to minimize the effects of any disaster or interruption of service so that OTDA can rapidly continue to operate and resume mission-critical functions. OTDA will work with the Contractor to provide an analysis of business processes and continuity needs. The contractor will provide technical support staff with the skills required to interface with OTDA's application, network, hardware, and software during planning and preparation for disaster recovery and business continuity testing and/or during any declaration of an actual disaster. Minimum recovery time objective (RTO) and recovery point objective (RPO) will be determined by OTDA.

**22. SUSPENSION/TERMINATION**

OTDA agrees to provide Protected Information pursuant to this Agreement subject to the representations and agreements by the Contractor contained in this document. OTDA will suspend the Agreement and the further disclosure of any Protected Information hereunder if: (i) Contractor fails to comply with any provision of this Agreement or (ii) OTDA General Counsel believes in good faith that the Contractor has violated its obligations to maintain the confidentiality, privacy, security and/or compliance status of such data or limit properly limit dissemination of such data. Such suspension will continue until corrective action, approved by OTDA, has been taken. In the absence of prompt and satisfactory corrective action, OTDA may, at its sole discretion, terminate the Agreement. Upon termination, the Contractor must immediately return all Protected Information obtained by the Contractor or Authorized Persons under the Agreement pursuant to the terms and conditions of the Return/Destruction of Protected Information section within this Agreement.

### **23. GENERAL TERMS**

In addition to suspension or termination of the Agreement as provided herein, OTDA reserves the right to undertake, without limitation, any other action under the Agreement, or state or federal law, rule, or regulation, to enforce the Agreement and secure satisfactory corrective action and/or return and/or destruction of the Protected Information furnished hereunder, including seeking damages, penalties, and restitution from Contractor or its affiliates as permitted under law.

The Contractor's and Authorized Person's confidentiality and related assurances and obligations hereunder shall survive the termination or expiration of the Agreement.

### **24. ASSIGNMENT OR SUBCONTRACTING**

The Contractor may not assign or subcontract the obligations or interests outlined in this Section of this Agreement, without the express, prior written consent of OTDA. Any assignment or subcontract made without such consent will be null and void and shall constitute grounds for immediate termination of the Agreement by OTDA.

### **25. CLOUD COMPUTING PROVISIONS**

All privacy, confidentiality, security and compliance requirements set out in this Agreement shall apply to any cloud computing solution proposed for use by the Contractor to accomplish any obligation under this Agreement.

## CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT

With regard to my work with \_\_\_\_\_(Requestor)

I, \_\_\_\_\_ am:  
(INDIVIDUAL's name)

- an employee of Requestor
- a volunteer with Requestor
- a contractor of Requestor
- an employee of a contractor of Requestor
- a volunteer with a contractor of Requestor
- a subcontractor to a contractor of Requestor
- an employee of a subcontractor to Requestor
- a volunteer with a subcontractor to Requestor

and I understand that as part of performing my duties as an employee, volunteer, contractor or subcontractor I may have access to, see or hear "Protected Information," which, for purposes of this agreement, shall include, but not be limited to:

1. Data or information maintained in and/or obtained from OTDA and social services districts-owned applications, systems, networks and/or databases. Data or information maintained in and/or obtained from any other device, application, hardware, software, system, network and/or database created and/or maintained by a third party contractor, agent, vendor, or subcontractor which may be encompassed by this Agreement.
2. Data or information identifying an individual, particularly where such disclosure could result in an unwarranted invasion of personal privacy. Such data or information may include, but is not limited to: home addresses; telephone numbers; Social Security numbers; client identification numbers; payroll information; financial information; health information; and/or, eligibility and benefit information;
3. Computer codes or other electronic or non-electronic data or information, the disclosure of which could jeopardize the compliance stature, security or confidentiality of OTDA's information technology solutions, applications, systems, networks or data;
4. Non-final OTDA policy or deliberative data or information related to the official business of OTDA;
5. Data or information which is not otherwise required to be disclosed under the NYS Freedom of Information Law;
6. Any other material designated by OTDA as being "Confidential," "Personal," "Private" or otherwise "Sensitive."

I acknowledge and agree that all Protected Information (oral, visual or written, including both paper and electronic) which I see or to which I have access shall be treated as strictly confidential and shall not be released, copied or otherwise re-disclosed, in whole or in part, unless expressly authorized by the New York State Office of Temporary and Disability Assistance (OTDA).

I understand and agree that access to and the use of Protected Information obtained in the performance of my duties shall be limited to purposes directly connected with such duties, unless otherwise provided in writing by OTDA. When access to such information or data also results in access to Protected Information or data beyond that which is necessary for the purpose for which access was granted, I agree to access only that Protected Information needed for the purpose for which access was given.

When I no longer require the use of or access to such Protected Information, I agree that I will not access or attempt to access any Protected Information, including, but not limited to any Protected Information in State systems or other sources, to which I have been given access. I will return any and all reports, notes, memoranda, notebooks, drawings, data and other Protected Information developed, received, compiled by or delivered to me in order to carry out my functions or which may be in my possession, regardless of the source of the Protected Information. Any Protected Information not returned will be catalogued, and thereafter securely scrubbed, shredded, or otherwise disposed of in accordance with New York State EISO policies [<http://www.its.ny.gov/tables/technologypolicyindex>].

I understand that federal and State law and regulation prohibit the release or disclosure of such Protected Information, in whole or part. I acknowledge and hereby agree that I will not copy, re-disclose or otherwise share Protected Information in whole or in part in any form to anyone unless I am expressly directed to do so by my supervisor and such disclosure complies with applicable federal and State law and regulation. I further understand that if I am unsure as to what information is confidential, I will immediately, and prior to any such access, use, or re-disclosure, consult with OTDA or my supervisor.

I will safeguard, and will not disclose to unauthorized parties, any user name and/or password that may be issued to me in furtherance of my access to the Protected Information unless authorized. I understand that my access to Protected Information may be revoked at any time if my responsibilities change, or for any other reason at the discretion and direction of OTDA, or my supervisor. Further, I will not facilitate access or disclosure of Protected Information to any unauthorized person or entity, whether by knowingly providing my user name and/or password or otherwise.

I will comply with all applicable Federal and State confidentiality, record security, compliance and retention laws, regulations, policies and procedures.

I will immediately report to my supervisor any activities by any individual or entity that I have reason to believe may compromise the availability, integrity, security or privacy of the Protected Information. I will immediately notify OTDA and my supervisor of any request for Protected Information that does not come from an individual directly involved in the project.

I agree not to attach or load any hardware or software to or into any State or Requestor equipment unless properly authorized, in writing, to do so by OTDA. I will use only my access rights to, and

will access only those systems, directories, and Protected Information authorized for my use by OTDA.

I will not use OTDA telecommunications, Internet, E-mail or other services or equipment for any illegal, disruptive, unethical or unprofessional activities, for personal gain, or for any purpose that could jeopardize the legitimate interests of the State or expose some or all Protected Information.

I agree not to knowingly take any actions that may intrude upon, disrupt or deny OTDA or Requestor services or the flow of any Protected Information.

I agree to store any Protected Information received in secure, locked containers or, where stored on a computer or other electronic media, in accordance with state and federal law and regulation, as well as OTDA's and New York State Office of Information Technology Services' (ITS) security policies that protects Protected Information from unauthorized disclosure.

I understand and agree that the terms of this Agreement shall continue even when I am no longer an OTDA or Requestor employee, contractor, subcontractor, or volunteer and that I will abide by the terms of this Agreement in perpetuity.

I understand that failure to comply with these requirements may result in disciplinary action, termination, civil action and/or criminal prosecution, as well as any other penalties provided by law.

This Agreement shall be governed by the laws of the State of New York, unless otherwise required by Federal law.

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(INDIVIDUAL's Signature)

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(INDIVIDUAL's Printed Name)

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(Entity of which INDIVIDUAL is an employee, subcontractor or volunteer)

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(Date)

## Attachment A

### Legal and Regulatory References

The Federal and State statutory, regulatory and policy requirements related to information security, confidentiality, privacy and compliance include, but are not limited to, the following, as amended:

#### **Child Support**

- General rules: 42 U.S.C. § 654(26); 45 C.F.R. § 303.21; SSL § 111-v; 18 NYCRR 346.1(e), 347.19
- Child Support Systems data: 42 U.S.C. § 654a, (d); 45 C.F.R. § 307.13; SSL § 111-v
- Domestic Violence Indicators: 42 U.S.C. § 653(b)(2); 42 U.S.C. § 654(26)(e); SSL § 111-v
- Federal and State Case Registry: 42 U.S.C. §§ 653(h), (m); 42 U.S.C. § 654a(e)
- Federal Parent Locator Service/State Parent Locator Service: 42 U.S.C. §§ 653(b), (l), (m); 42 U.S.C. § 654(8); 42 U.S.C. § 663; SSL § 111-b(4)
- Financial Institution records: 42 U.S.C. § 666(a)(17); 42 U.S.C. § 669a(b); SSL § 111-o
- Government Agency and Private records: 42 U.S.C. § 666(c)(1)(D); SSL § 111-s
- IRS and State Tax Information: 26 U.S.C. § 6103(p)(4)(C); 26 U.S.C. §§ 6103(l)(6), (8); 26 U.S.C. § 6103(l)(10)(B); NY Tax Law §§ 697(e)(3), 1825; SSL § 111-b(13)(b); See also IRS Publication 1075: Tax Information Security Guidelines for Federal, State, and Local Agencies, available at <https://www.irs.gov/pub/irs-pdf/p1075.pdf>
- The most current Corrective Action Plan, and any updates, prepared in response to the most recent IRS Security Review Report, and any future IRS Security Review Reports
- The most current Security Agreement, Security Addendum and attached Plan of Actions and Milestones, and any amendments, executed by OTDA and ITS
- New Hires Data: 42 U.S.C. § 653(i); 42 U.S.C. § 653a(h); SSL § 111-m

#### **Public Assistance**

- Fair Hearing Records: 45 C.F.R. § 205.10(a)(19); 18 NYCRR 358-3.7; 18 NYCRR 358-4.3; 18 NYCRR 358-5.11(b); 18 NYCRR 387.2(j)
- General rules: 42 USC § 602(a)(1)(A)(iv); 45 C.F.R. 205.50, SSL §§ 20(3)(h) and (i) and 136; 18 NYCRR Part 357 & § 358-5.11; 2018 - 2020 TANF State Plan (<https://otda.ny.gov/policy/tanf/TANF2015.pdf>)
- IRS and State Tax Information: 26 U.S.C. § 6103; SSL § 23; 136-a(2); NY Tax Law § 697(e)(3); See also IRS Publication 1075: Tax Information Security Guidelines for Federal, State, and Local Agencies, available at <https://www.irs.gov/pub/irs-pdf/p1075.pdf>
- Welfare Management System (WMS) data: SSL §§ 21(2)-(5)
- Income and Eligibility Verification System (IEVS): 42 USC §§ 1320 b-7 (a)(4) & (5), (c)
- Substance Abuse Confidentiality: 42 U.S.C. § 290 dd-2
- Mental Health Confidentiality: Mental Hygiene Law § 33.13
- Unemployment Insurance Benefits (UIB): 42 U.S.C. § 1320-b7; 20 CFR § 603; NYS Labor Law § 537
- Domestic Violence Residential and Non-Residential Programs: 18 NYCRR §§ 452.10 and 462.9

#### **Home Energy Assistance Program (HEAP)**

- General Rules: 2016-2017 HEAP State Plan, Section 17.6

### **Supplemental Security Income (SSI) Additional State Payments**

- Confidentiality: 18 NYCRR §§ 398-13.1 through 13.4
- File Retention: 18 NYCRR § 398-14.1

### **Medical Assistance**

- General rules: 42 U.S.C. § 1396a (a)(7), amended by Pub. L. No. 113-67, 127 Stat. 1165 (2013); 42 C.F.R. § 431.300 et seq.; SSL §§ 136, 367-b(4), 369(4); 18 NYCRR 357.1 – 357.6; 18 NYCRR 360-8; Public Health Law § 2782 (AIDS information)
- HIPAA regulations: 45 C.F.R. pt. 160; 45 C.F.R. pt. 164

### **Supplemental Nutrition Assistance Program (SNAP)**

- General Rules: 7 U.S.C. § 2020(e)(8); 7 C.F.R. § 272.1(c); 7 C.F.R. § 278.1(q); 18 NYCRR 387.2(j)

### **Shelters for Adults**

- Personal, social, financial and medical records: 18 NYCRR § 491.7(d)(8);
- Records and reports: 18 NYCRR 485.11(f); 18 NYCRR 491.14(f)

### **Shelters for Families with Children**

- Personal, social, financial and medical records. 18 NYCRR 900.9(c)(9);
- Confidentiality of HIV and AIDS related information: 18 NYCRR 900.19

### **General Information Security, Confidentiality, Privacy and Compliance**

- Security and Privacy Controls for Federal Information Systems and Organizations: NIST Special Publication 800-53 Revision 4 and Revision 5, available at <https://csrc.nist.gov/publications/sp>
- Digital Identity Guidelines: NIST Special Publication 800-63 Revision 3; NIST Special Publication 800-63A, available at <https://csrc.nist.gov/publications/sp>
- Contingency Planning Standard: NIST Special Publication 800-34 Revision 1, available at <https://csrc.nist.gov/publications/sp>
- Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations: NIST Special Publication 800-171 Revision 1, available at <https://csrc.nist.gov/publications/sp>
- Safeguarding SSA Provided Electronic Information: The most current Social Security Administration Technical System Security Requirements (TSSR) (synonymous with the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration)

### **Other Statutes and Policies**

- Criminal Offenses involving Computers (including governmental and personal records): NY Penal Law art. 156
- Freedom of Information Law: NYS Public Officers Law, Article 6, §§ 84 – 90
- Security Breach and Notification Act: State Technology Law §§ 201-208; NYS General Business Law § 899-aa
- Personal Privacy Protection Law: NYS Public Officers Law, Article 6-A, §§ 91 – 99
- State Archives and Records Administration: Arts and Cultural Affairs Law §§ 57.05 and 57.25
- New York State Information Technology Policies, Standards, and Guidelines: <https://its.ny.gov/tables/technologypolicyindex>

## ERAP Municipal Utility Vendor Informational Webex

**Date:**

Tuesday, November 23, 2021

**Location:**

Via Webex:

<https://meetny.webex.com/join?MTID=maa0e31f1045eff47973032b41e9b7d5a>

Join by phone

1-518-549-0500

Attendee access code 907 478 45

**Time:**

10:00AM to 12:00PM

**Meeting called by:**

Andrew Bryk/Alison Maura

**Type of meeting:**

Emergency Rental Arrears Program (ERAP) Utility Vendor Information

**Attendees:**

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**Agenda:**

- ERAP Overview
- Introductions with Guidehouse
- Amended Vendor Agreement
  - Arrears Validation Process
  - Arrears Forgiveness Payments
  - Security and Confidentiality
- Questions and Answers