



236 Third Street
Greenport NY
11944

Tel: (631)477-0248
Fax: (631)477-1877

MAYOR

GEORGE W. HUBBARD,
JR.
EXT. 215

TRUSTEES

JACK MARTILOTTA
DEPUTY MAYOR

PETER CLARKE

MARY BESS PHILLIPS

JULIA ROBINS

VILLAGE

ADMINISTRATOR

PAUL J. PALLAS, P.E.
EXT. 219

CLERK

SYLVIA PIRILLO, RMC
EXT. 206

INTERIM TREASURER

STEPHEN GAFFGA
EXT. 213

**December 22, 2022 at 7:00 PM
Mayor and Board of Trustees – Regular Meeting
Third Street Firehouse
Greenport, NY 11944**

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Catherine M. Bumble
Anne G. Flood
Margaret M. Krukowski
Marion Louise Latney
Rayna Grace-Morris
Sister Margaret Smyth

Clint Marczewski

ANNOUNCEMENTS

The Village offices will be closed on December 26, 2022 in celebration of Christmas and Hanukkah and on January 2, 2023 in celebration of New Year's Day.

LIQUOR LICENSE APPLICATION

A new application was received for Boat House One, located at 211 Carpenter Street.

BOARD DISCUSSION

- Discussion regarding criteria for exemptions from the moratorium.

PUBLIC HEARINGS

A public hearing regarding a proposed local law of 2023 creating Section 150-51 of the Greenport Village Code creating a six-month moratorium on development in the WC Waterfront Commercial, CR Retail Commercial and CG General Commercial zoning districts of the Village of Greenport.

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 12-2022-1**

RESOLUTION adopting the December, 2022 agenda as printed.

RESOLUTION # 12-2022-2

RESOLUTION accepting the monthly reports of the Greenport Fire Department, Village Administrator, Village Treasurer, Village Clerk, Village Attorney, Mayor and Board of Trustees.

RESOLUTION # 12-2022-3

RESOLUTION ratifying the attached resolution approved by the Village of Greenport Board of Trustees at the Board of Trustees Work Session Meeting on December 15, 2022.

VILLAGE ADMINISTRATOR**RESOLUTION # 12-2022-4**

RESOLUTION approving the attached invoice from DeAl Concrete Corp in the amount of \$ 1,698.30 as a Change Order to the existing contract between the Village of Greenport and DeAl Concrete Corp, for the repair of an existing apron on Sterling Avenue.

RESOLUTION # 12-2022-5

RESOLUTION extending Section 4(iii) of the Sewer Connection and Easement Access Agreement between the Village of Greenport and individual property owners in the Sandy Beach area to amend the return of the First Payment deadline date from December 31, 2022 to December 31, 2023 and to amend the return of the Second Payment deadline date from March 31, 2023 to March 31, 2024; and authorizing Attorney Prokop to draft and provide any documentation necessary for the amendments, and authorizing Mayor Hubbard to sign the documents amending the easement access agreements as to the amended first and second payment deadline dates.

RESOLUTION # 12-2022-6

RESOLUTION approving an increase in the hourly wage rate for Anthony Monzon Alvarado, from \$ 16.48 to \$ 18.48 per hour, effective December 28, 2022 owing to the acquisition of substantial expertise, per Article VII (Salaries and Compensation), Section 9(b) - Merit Clause - of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

RESOLUTION # 12-2022-7

RESOLUTION approving an increase in the hourly wage rate for Meko Denon Bell, from \$ 16.48 to \$ 18.48 per hour, effective December 28, 2022 owing to the acquisition of substantial expertise, per Article VII (Salaries and Compensation), Section 9(b) - Merit Clause - of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

VILLAGE TREASURER**RESOLUTION # 12-2022-8**

RESOLUTION authorizing Interim Treasurer Gaffga to perform attached Budget Amendment # 5144 to appropriate reserves to fund sewer clarifier maintenance, and directing that Budget Amendment # 5144 be included as part of the formal meeting minutes of the December 22, 2022 Regular Meeting of the Board of Trustees.

RESOLUTION # 12-2022-9

RESOLUTION authorizing Interim Treasurer Gaffga to perform attached Budget Amendment # 5145 to appropriate General Fund reserves to fund the purchase and installation of winter holiday lights for the downtown in conjunction with the Village BID, and directing that Budget Amendment # 5145 be included as part of the formal meeting minutes of the December 22, 2022 Regular Meeting of the Board of Trustees.

RESOLUTION # 12-2022-10

RESOLUTION authorizing Interim Treasurer Gaffga to transfer funds from specific General, Light, Water, and Sewer accounts to NYCLASS and to post those funds to the following newly created General Ledger Accounts: A.0201.110 General Investment Savings, E.0121.110 Light Investment Savings, F.0201.120 Water Investment Savings, and G.0201.110 Sewer Investment Savings.

VILLAGE CLERK**RESOLUTION # 12-2022-11**

RESOLUTION authorizing the solicitation of bids for the hauling of liquid sludge from the Village of Greenport Wastewater Treatment Plant, and directing Clerk Pirillo to notice the Request for Bids accordingly.

RESOLUTION # 12-2022-12

RESOLUTION accepting the resignation of Parker Bakowski as a Laborer for the Village of Greenport Recreation/Marina Department, effective December 13, 2022.

RESOLUTION # 12-2022-13

RESOLUTION ratifying the hiring of Matthew Malinowski as a Carousel employee, at an hourly wage rate of \$15.00 per hour, effective November 19, 2022.

RESOLUTION # 12-2022-14

RESOLUTION ratifying the hiring of Jessica Sousis as an Ice Rink employee, at an hourly wage rate of \$ 15.00 per hour, effective December 14, 2022.

RESOLUTION # 12-2022-15

RESOLUTION authorizing the issuance of a check made payable to Paul Pallas as Village Administrator in the amount of \$1,000.00 to be used to set up the required cash drawer/banks for the Village of Greenport Ice Rink.

RESOLUTION # 12-2022-16

RESOLUTION appointing four Election Inspectors, and one Chairperson, for the Village General Election on March 21, 2023; as follows:

- Jerri Woodhouse, Chairperson
- Guido Dossena,
- Umberto Fasolino, and
- Alison M. Shelby.

The Inspectors are to be paid \$ 15.00 per hour and \$ 16.00 per hour for the Chairperson of the Inspectors, and further authorizing the Inspectors to work on the two Village Voter registration days, as well as on the day of the election. This will be expensed from Account A.1450.100 (Election Personnel Services).

RESOLUTION # 12-2022-17

RESOLUTION allowing the Clerk's Office to appoint two alternate Election Inspectors for the Village General Election on March 21, 2023, as follows:

- Gerald S. Clum, and
- Andrea M. Esposito.

The alternate Election Inspectors are to be paid \$ 15.00 per hour if required to work, and further authorizing the Inspectors to work on the two Village Voter registration days if required, as well as on the day of the election, if required. This will be expensed from Account A.1450.100 (Election Personnel Services).

RESOLUTION # 12-2022-18

RESOLUTION approving the attached contract between the Village of Greenport and the Greenport Hockey Club, Ltd. for the use of the Village of Greenport Ice Rink and associated equipment, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and the Greenport Hockey Club, Ltd.

RESOLUTION # 12-2022-19

RESOLUTION approving the attached contract between the Village of Greenport and the Greenport Open Hockey League for the use of the Village of Greenport Ice Rink and associated equipment, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and the Greenport Open Hockey League.

RESOLUTION # 12-2022-20

RESOLUTION authorizing the attendance of Trustee Julia Robins and Village Administrator Paul Pallas at the NYAPP Annual Business Meeting on January 18, 2023 and January 19, 2023 in Albany, New York at a conference fee of \$250 per person and a lodging fee of \$ 137.00 per night, with all applicable meal and travel expenses to be reimbursed in accordance with the Village of Greenport Travel Policy, to be expensed from Account E.0782.000 (Management Services).

RESOLUTION # 12-2022-21

RESOLUTION awarding the 2023 contract for the removal of snow as required on Village streets to Stanley F. Skrezec per the attached bid prices, per the bid opening on December 15, 2022; and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Stanley F. Skrezec.

RESOLUTION # 12-2022-22

RESOLUTION awarding the 2023 contract for the performance of contractor services to Stanley F. Skrezec per the attached bid prices, per the bid opening on December 15, 2022; and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Stanley F. Skrezec.

RESOLUTION # 12-2022-23

RESOLUTION awarding the 2023 annual contract for the delivery of diesel fuel to Burt's Reliable Inc., the sole bidder, at a bid price of twenty cents (\$.20) per gallon over rack price, per the bid opening on December 15, 2022; and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Burt's Reliable, Inc.

RESOLUTION # 12-2022-24

RESOLUTION awarding the 2023 annual contract for the delivery of No. 2 heating oil to Burt's Reliable Inc., the sole bidder, at a bid price of twenty cents (\$.20) per gallon over rack price, per the bid opening on December 15, 2022, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Burt's Reliable, Inc.

MAYOR**RESOLUTION # 12-2022-25**

RESOLUTION approving the attached proposal from the Land Use Law Center of the Pace University School of Law for the provision of a two-hour Land Use Training workshop, at a cost of \$ 2,500.00 for a maximum of thirty-five (35) attendees.

RESOLUTION # 12-2022-26

RESOLUTION appointing the following as voting Members of the Waterfront Advisory and Planning Committee:

- Mayor George W. Hubbard, Jr. or Trustee Julia Robins
- Trustee Mary Bess Phillips
- Zoning Board of Appeals Chairperson John Saladino or Zoning Board of Appeals Member Dena Zemsky as Alternate
- Planning Board Chairperson Patrick Brennan or Planning Board Member Daniel Creedon as Alternate
- Historic Preservation Commission Chairperson Jane Ratsey Williams or Historic Preservation Commission Member Roselle Borelli
- Full-time resident and property owner Jeanne Cooper, and
- Full-time resident and property owner Steven Clark.

RESOLUTION # 12-2022-27

RESOLUTION amending the resolution approved at the December 2, 2022 Special Meeting of the Village of Greenport Board of Trustees to allow for an additional six (6) voting Members to the Waterfront Advisory and Planning Committee, as follows:

- Kevin Steussi
- Randy Wade
- William Swiskey
- Stacey Tesseyman
- Eric Elkin, and
- Christopher Hamilton.

VILLAGE ATTORNEY**RESOLUTION # 12-2022-28**

Resolution waiving the New York State four-hour training requirement for 2022 for any statutory Board member that has not completed the training requirement as of December 31, 2022.

VOUCHER SUMMARY**RESOLUTION # 12-2022-29**

RESOLUTION approving all checks per the Voucher Summary Report dated December 20, 2022, in the total amount of \$ 622,051.23 consisting of:

- o All regular checks in the amount of \$ 584,163.28, and
- o All prepaid checks (including wire transfers) in the amount of \$ 37,887.95.

December 15, 2022

BOARD OF TRUSTEES

VILLAGE OF GREENPORT

RESOLUTION

RESOLUTION AMENDING PROVISIONS OF RESOLUTION
ADOPTED DECEMBER 2, 2022 REGARDING LIMITATIONS PENDING
HEARING AND ACTION ON A LOCAL LAW CREATING SECTION 150-51
OF THE GREENPORT VILLAGE CODE

WHEREAS the Board of Trustees of the Village of Greenport adopted a resolution on December 2, 2022 (the “Resolution”) setting a public hearing for December 22, 2022 on a local law of 2023 creating Section 150-51 of the Greenport Village Code creating a moratorium on development approvals in the WC, CR and GC zoning districts of the Village of Greenport (the “Local Law”); and

WHEREAS the Resolution established limitations on development approvals during the period of time from the adoption of the Resolution until the hearing and possible action on the Local Law; and

WHEREAS the Board of Trustees based on various circumstances that have been brought to the attention of the Village has determined that it is in the best interests of the Village of Greenport to amend the limitations that will exist pending the hearing and possible action on the Local Law regarding what actions will be stayed and the possible exemptions from that initial period; it is therefore

RESOLVED that pending the hearings and action on the consideration and adoption of the proposed Local Law;

1. There shall be a moratorium on the accepting, consideration and approval of Applications for discretionary relief or approvals to be issued by the Planning Board, Zoning Board of Appeals or the Board of Trustees, regarding construction, development and/or use of properties that are located in the WC, CR or CG Zoning Districts, or the issuance by the Village of Greenport of building permits or certificates of occupancy for properties in the WC, CR and CG Zoning Districts except as expressly provided in this Resolution or under the Local Law and proposed §150-51; and

2. The Village of Greenport shall not issue building or demolition permits, or certificates of occupancy for development in those districts except (A) where the building permit or renewal of an expired building permit will not require an application to and or approval by the Planning Board or other Board; or is (B) to cure or remove a hazardous condition; or is (C) to prevent loss or damage to person or property; (D) for renewals of previously issued and renewable building permits for work that has not been started; or (E) for the renewal of expired building permits for work that has already been completed; or (F) on an application in writing to the Board of Trustees for an exemption based on a demonstrated hardship as provided herein; and

3. The provisions of Exceptions to the Moratorium and Relief from the Moratorium contained in the proposed Local Law including those Sections from the Planning Board recommendations made on December 15, 2022 shall apply and be in effect during the period from the adoption of this resolution to and included the public hearing and possible action on the Local Law.

Motion by Mayor George W. Hubbard, Jr. Seconded by Trustee Mary Bess Phillips

This Resolution to set a public hearing is carried upon roll call as follows:

All in Favor / None Opposed

DeAl Concrete Corp
 PO Box 2038
 St. James, NY 11780-0602

Invoice

| | |
|-----------|-----------|
| Date | Invoice # |
| 12/3/2022 | 490 |

| |
|---|
| Bill To |
| Village of Greenport 236 Third Street Greenport, NY 11944 |

| |
|--|
| Ship To |
| SCDPW Contract ADA-09051 JOB: Extra work done on Sterling Ave S/S concrete apron |

| P.O. Number | Terms | Rep | Ship | Via | F.O.B. | Project |
|-------------|--------|-----|-----------|-----|--------|----------------------|
| 7721 | Net 30 | | 12/3/2022 | | | Sterling St. PO 7721 |

| Quantity | Item Code | Description | U/M | Price Each | Amount |
|----------|-----------|-------------|-----|------------|----------|
| 1 | Lump Sum | | L/S | 1,698.30 | 1,698.30 |

| | |
|--------------|------------|
| Total | \$1,698.30 |
|--------------|------------|

GREENPORT ICE RINK AGREEMENT

AGREEMENT made this day of 2022, 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, 2022 until May 1, 2023 unless terminated by one of the parties prior to May 1, 2023. 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, 2022 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 1st 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, 2022, January 31, 2023, February 28, 2023, and March 31, 2023, and the Club shall pay any balance due to the Village under this Agreement within ten days of March 31, 2023, the end of the term of the Agreement.

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

January estimated total fee: \$ 1,200 Balance based on actual use due on January 31, 2023
Initial monthly Payment: \$ 600 (due January 1, 2023)

February estimated total fee: \$ 1,200 Balance based on actual use due on February 28, 2023
Initial monthly Payment: \$ 600 (due February 1, 2023)

March estimated total fee : \$ 1,200 Balance based on actual use due on March 31, 2023.
Initial monthly Payment: \$ 600 (due March 1, 2023)

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

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

On this ____ day of _____, 2021, before me personally came _____ to me known, who, being by me duly sworn did depose and say that he resides at _____ that he is the _____ of _____ described in and which executed the foregoing instrument.

(SEAL)

Notary Public

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

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

(SEAL)

Notary Public

GREENPORT ICE RINK AGREEMENT

AGREEMENT made this day of 2022, 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, 2022 until May 1, 2023 unless terminated by one of the parties prior to May 1, 2023. 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, 2022 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 1st 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, 2022, January 31, 2023, February 28, 2023, and March 31, 2023, and the Club shall pay any balance due to the Village under this Agreement within ten days of March 31, 2023, the end of the term of the Agreement.

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

January estimated total fee: \$ 1,600 Balance based on actual use due on January 31, 2023
Initial monthly Payment: \$ 800 (due January 1, 2023)

February estimated total fee: \$ 1,600 Balance based on actual use due on February 28, 2023
Initial monthly Payment: \$ 800 (due February 1, 2023)

March estimated total fee : \$ 1,800 Balance based on actual use due on March 31, 2023.
Initial monthly Payment: \$ 900 (due March 1, 2023)

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

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

On this ____ day of _____, 2021, before me personally came _____ to me known, who, being by me duly sworn did depose and say that he resides at _____ that he is the _____ of _____ described in and which executed the foregoing instrument.

(SEAL)

Notary Public

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

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

(SEAL)

Notary Public

BID FORM

REMOVAL AND DISPOSAL OF SNOW AS REQUIRED
ON VILLAGE STREETS -2023

Bidders are required to complete all forms included in this Bid Package.

Village of Greenport
236 Third Street
Greenport, New York 11944

Name of Bidder: Stanley F. Skrzec
 Address of Bidder: 50 GULL POND LANE, Greenport, N.Y. 11944
 EIN No.: 27-2899818
 Contact Phone No: 631-278-6004
 Contact E-Mail: SKrzec dips you @ gmail. com
 Signature: Stanley F. Skrzec III
 Signed By: Stanley F. Skrzec III
 Title: sole proprietor / president
 Date: Dec 14, 2022

REMOVAL AND DISPOSAL OF SNOW AS REQUIRED
ON VILLAGE STREETS - 2023

| | 1/2 day | Full Day |
|-------------------------------------|-----------|-------------|
| Dump Truck and Driver | \$ 400.00 | \$ 750.00 |
| Snow Removal Equipment and Operator | \$ 700.00 | \$ 1,100.00 |

| | Per 1/2 day | Per Full Day | Nights Weekends Hourly Rate |
|--------------------------------------|------------------|------------------|-----------------------------------|
| Laborer ¹ | \$ <u>250.00</u> | \$ <u>500.00</u> | \$ <u>60.00</u> |
| Backhoe with operator | \$ <u>550.00</u> | \$ <u>1,100</u> | \$ <u>300.00</u> |
| Bulldozer with operator | \$ <u>550.00</u> | \$ <u>1,100</u> | \$ <u>300.00</u> |
| Dump Truck with operator | \$ <u>400.00</u> | \$ <u>750.00</u> | \$ <u>200.00</u> |
| Materials and Disposals ² | | | \$ <u>25</u> % Above cost |

1. Please indicate number of laborers available 2
2. Invoices from suppliers are required before payment will be authorized.

Name of Bidder: Stanley F. Strezec

Address of Bidder: 50 CULL POND LANE Greenport, N.Y. 11944

EIN No.: 27-2899818

Contact Phone No: 631-278-6004 / 631-477-1822

Contact E-Mail: Strezecdigsyou@gmail.com

Signature: Stanley F. Strezec III

Signed By: Stanley F. Strezec III

Title: Resident / owner operator

Date: 12/14/22

BID FORM

VILLAGE OF GREENPORT DELIVERY OF DIESEL FUEL

Bidders are required to complete all forms included in this Bid Package.

Village of Greenport
236 Third Street
Greenport, New York 11944

Gentlepersons:

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

Name of Bidder: Burt's Reliable, Inc
Address of Bidder: Po Box 696, 1515 Youngs Ave, Southold NY 11971
EIN No.: 11-2934096
Contact Phone No: 631-765-3767
Contact E-Mail: Martin@burts.com
Signature: Martin Romaneli
Signed By: Martin Romaneli
Title: President
Date: 12/8/22

VILLAGE OF GREENPORT DELIVERY OF DIESEL FUEL

| | |
|--|--|
| Price Differential per Gallon (Words) <u>Twenty cents</u> | Price Differential Per Gallon (Numerals) <u>20 cents</u> |
| Bid Price for 15,000 gallons (Words) <u>Three thousand</u> | Price for 15k gals (Numerals) <u>\$ 3,000</u> |

BID FORM

VILLAGE OF GREENPORT DELIVERY OF NO. 2 HEATING OIL

Bidders are required to complete all forms included in this Bid Package.

Village of Greenport
236 Third Street
Greenport, New York 11944

Gentlepersons:

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

Name of Bidder: Burr's Reliable, Inc
 Address of Bidder: PO Box 696, 1515 Youngs Ave Southold NY 11971
 EIN No.: 11-2934096
 Contact Phone No: 631-765-3767
 Contact E-Mail: Mardini@burts.com
 Signature: Mardini Romanelli
 Signed By: Mardini Romanelli
 Title: President
 Date: 12/8/22

VILLAGE OF GREENPORT DELIVERY OF NO. 2 HEATING OIL

| | |
|--|--|
| Price Differential per Gallon (Words) <u>Twenty cents</u> | Price Differential Per Gallon (Numerals) <u>20 cents</u> |
| Bid Price for 15,000 gallons (Words) <u>Three thousand</u> | Bid Price for 15,000 gals (Numerals) <u>\$3,000 -</u> |

LAND USE LAW CENTER
PACE UNIVERSITY SCHOOL OF LAW
WHITE PLAINS  NEW YORK

TIFFANY ZEZULA
T: 914.422.4034
F: 914.422.4011
E: TZEZULA@LAW.PACE.EDU

LAND USE LAW CENTER
PACE UNIVERSITY SCHOOL OF LAW
78 NORTH BROADWAY
WHITE PLAINS, NY 10603

Dear Mr. Brennan,

As the Deputy Director of the Land Use Law Center, I am delighted to submit our response to the request for a Land Use Training Program. Founded in 1993, the Land Use Law Center is dedicated to the development of sustainable communities while operating a well-established training and technical guidance practice nationally.

Our Center offers expertise in training, skilled facilitation, legal guidance, and adult education. The Center has worked closely with a number of state agencies, municipal officials, not-for-profits in conducting training to educate them on a variety of sustainable development and land use topics.

If you have any questions, please feel free to contact me at 914.422.4034 or tzezula@law.pace.edu.

With Best Regards,

Tiffany Zezula

Tiffany Zezula, Esq.

Summary of Workshop

This proposal outlines a two hour land use training program designed to meet the needs of the boards of the Village of Greenport. A two-hour program can be held on a late afternoon or evening Monday – Thursday. Jessica Bacher and Tiffany Zezula will perform the instruction and preparation.

Each training program is designed to meet the needs of its participants by focusing on both foundational and cutting edge information related to priority land use issues. The session will review land use board member roles and responsibilities, the land use system, comprehensive planning, and public participation considerations.

Services Provided

The services provided include: preparation, coordination, training, material development, course material, and travel and incidentals. Up to 35 attendees can participate. Food costs are not included in this proposal. The training can provide CLE (this is an extra cost to the individual) and APA credits coordinated with the accrediting agency. Training will take place on-site.*

Total \$2,500