

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

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

Third Street Firehouse
May 26, 2022
7:00 P.M.

B E F O R E:
GEORGE HUBBARD, JR. - MAYOR
JACK MARTILOTTA - DEPUTY MAYOR/TRUSTEE
PETER CLARKE - TRUSTEE
MARY BESS PHILLIPS - TRUSTEE
JULIA ROBINS - TRUSTEE

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

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

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

4 (Pledge of Allegiance)

5 MAYOR HUBBARD: Please remain standing for a
6 moment of silence for Ron McEvoy, who was a very
7 beloved teacher at Greenport School, and he was a
8 bartender at Sound View Restaurant for many years.
9 He tragically passed away yesterday.

10 And, also, for the Texas school shooting
11 victims. The kids, the teachers, and everybody
12 that's going through tragic stuff down there right
13 now, let's just say a special prayer for them.

14 (Moment of Silence)

15 MAYOR HUBBARD: Thank you. Okay. I have
16 quite a few announcements.

17 Thank you to Karen Doherty, a devoted and
18 hardworking Historic Preservation Commission
19 Chairperson, for her invaluable time and effort in
20 that capacity.

21 Also, thank you to Lori Mei, a valuable and
22 thoughtful member of the Historic Preservation
23 Commission, for her diligent efforts and time
24 served in that capacity.

25 We will accept their resignations later on

1 during the meeting.

2 Jane Ratsey-Williams has been appointed as
3 Chair of the Historic Preservation Commission,
4 effective May 24th, 2022.

5 Janice Claudio has been appointed as a
6 member of the Historic Preservation Commission,
7 effective May 24th, 2022.

8 Village Hall will be closed on May 30th,
9 2022 in observance of Memorial Day.

10 The annual townwide Memorial Day Parade will
11 be held in Greenport this year, and will commence
12 at 10 a.m. on May 30th, 2022 at Steamboat Corner.

13 Also, we are doing the -- the Village dock
14 service is going to commence at 8 o'clock behind
15 Arcade and go down to the dock, where Boy Scouts,
16 Girl Scouts, members of the community can lay a
17 wreath in the water. That will be at 8 o'clock to
18 the dock and then back to the firehouse here.

19 The Greenport Band will play every Friday at
20 7:30 p.m. in Mitchell Park for the 2022 season,
21 beginning on July 1st, 2022 and ending on
22 September 2nd, 2022.

23 That's all I had for announcements.

24 Public hearings: We have a public hearing
25 regarding a proposed local law creating Section

1 150-30.2 regarding curb cuts within the Village of
2 Greenport, and amending Section 115-131 of the
3 Greenport Village Code. The public hearing is
4 open, it's been noticed. If anybody would like to
5 speak on this public hearing, come on up, and name
6 and address for the record, and we can discuss it.

7 PATRICIA HAMMES: Patricia Hammes, 603 Main
8 Street, Greenport. Full disclosure, I'm also a
9 member of the Planning Board, but I'm obviously
10 here in my personal capacity this evening.

11 But I would -- I believe what was the -- the
12 law that was posted was the same law that was
13 noticed and the -- for the prior public hearing,
14 and hadn't changed at all in terms of the curb
15 cuts. And I think the Planning Board sent you
16 some comments on that. I hope you'll take those
17 into consideration.

18 I think my biggest concern, as a personal
19 matter and as a resident, is I think that the
20 literal reading of that proposed code change would
21 require anybody who was potentially repaving their
22 driveway to get Planning Board approval, which I
23 can't imagine is what really is intended or is in
24 the best interest of the use of the Boards of this
25 Village. It refers to repair of driveways as

1 requiring Planning Board approval, and I think
2 that there's a argument that that would include a
3 repaving if there was a crack, or whatever.

4 So I hope at a minimum, if you don't take
5 into account the other comments that the Planning
6 Board made, that you will take into account that,
7 and clarify that if somebody is repaving an
8 existing driveway, it doesn't require Planning
9 Board consent. Thank you.

10 MAYOR HUBBARD: Okay, thank you. I mean,
11 just as a personal note on that, there was a house
12 on Wiggins Street, Wiggins and Sixth, that had to
13 put in a Belgian block apron, and everything else,
14 that had to be removed to redo the curbs and the
15 road. And if the person had asked us beforehand,
16 we could have said that's not the elevation that
17 we need, and we could have saved them a lot of
18 money, because now they have a whole pile of
19 Belgian blocks that didn't fit the road right of
20 the plan, the project that was planned two years
21 ago. I'm just --

22 PATRICIA HAMMES: Totally fine if they need
23 a building permit for it.

24 MAYOR HUBBARD: So just let us know what the
25 plans are and just let us know that.

1 PATRICIA HAMMES: Totally fine if they need
2 a building permit for it, and the Building
3 Department wants to look at it and comment on
4 issues with elevation and the like. I just don't
5 know. I don't think the Planning Board would have
6 necessarily turned that down --

7 MAYOR HUBBARD: No.

8 PATRICIA HAMMES: -- unless it had been told
9 to them that it was off code. I don't think you
10 need the Planning Board involved in that type of a
11 decision. But if you --

12 MAYOR HUBBARD: No.

13 PATRICIA HAMMES: -- disagree, obviously,
14 that's -- I defer to you.

15 MAYOR HUBBARD: We will look at that again
16 and make sure. I'm just saying this just
17 happened. If the person had told us they were
18 doing that beforehand, we could have given some
19 guidance and they would have their Belgian
20 block --

21 PATRICIA HAMMES: Yeah, yeah.

22 MAYOR HUBBARD: -- apron, that's all.

23 PATRICIA HAMMES: Fair enough. Thank you.

24 MAYOR HUBBARD: Okay, thank you. Paul,
25 we'll review that section in there and just review

1 that. Okay.

2 Anybody else wish to speak on the curb cut
3 Local Law?

4 (No Response)

5 MAYOR HUBBARD: Okay. I'll offer a motion
6 to close the public hearing on the curb cuts.

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 Okay. The second public hearing regarding
18 proposed local law amending Section 150 - 12(C)
19 and amending Section 150-2(A) (sic: 150-12A),
20 150-16(A)(1) and 150-16(G) to amend the parking
21 regulations of the Greenport Village Code.

22 Just a little back story where we are, how
23 we got to this point right now. I did say it when
24 we had the public hearing two months ago. I'm
25 just going to reiterate where we're at with this,

1 and then it's open to the public to go and talk
2 about whatever.

3 This started four years ago where the
4 Planning Board at the time asked us to give
5 assistance on how the code read and how to enforce
6 that, because there was a motel going up. They
7 weren't sure how to interpret the code, whether to
8 charge for parking or not. So it went through,
9 and there was discussions back and forth between
10 the Zoning Board and the Planning Board, and
11 nothing was charged for that project where it
12 could have been. But there was -- the Planning
13 Board didn't feel comfortable where -- the way the
14 code was written, so we started to try to correct
15 that.

16 We also had a couple of Trustees wanted to
17 discuss this whole chapter, just because boutiques
18 and stores were turning into restaurants faster
19 than we could control them, and that brought a
20 discussion up back in 2019, before the pandemic,
21 and everything kind of went on hold at that point.
22 And so now we're bringing this back up now, just
23 because everything's getting back to normal.

24 We are not voting on anything tonight,
25 that's not how we do business. Our business is we

1 have the public hearing, we discuss it. Whatever
2 we decide with this rewritten law, or comments we
3 get tonight, will be rewritten, will be
4 resubmitted to the Planning Board for their
5 comments on it, as per State Law, so we will be
6 going forward and doing that.

7 So we're really trying to just clear the
8 code up, and if this is not the way everybody
9 feels it should be, we're here for everybody to
10 discuss and talk to us about it and let us know
11 their feelings on it.

12 As the code is written now, anybody who has
13 a business that is exempt from parking will not
14 have to go and pay for parking, because we're not
15 changing that, we're not going and taking that
16 away from them. If they sell their business, it's
17 a restaurant with 20 seats, they sell it with 20
18 seats, we're not changing that, the new owner
19 would not have to pay anything. This is for the
20 intensification of people doing more stuff in a
21 smaller space that was not required before.

22 So we're not going back after anybody else
23 that's down there right now. This is just if it's
24 a boutique right now and you want to put in a
25 50-seat restaurant, that would come into play at

1 that point. But nobody -- we're not going
2 after -- anybody that has a restaurant or a
3 business that's open right now would not have to
4 pay a nickel on this.

5 So that's just to clarify where we're going
6 and the intent of the law. If it's not written
7 that way and there's something in there that says
8 something different, let us know, because we want
9 to make sure we do this, and we don't want to harm
10 anybody. And I don't want anybody to lose value
11 of their restaurant that they have by saying,
12 okay, well, somebody buys it, now they got to pay
13 \$20,000 for parking spots. That's not what we're
14 doing.

15 If it's the same thing, different owner,
16 different name, you buy it, what you had before is
17 still good to go. That is the intent. If we
18 missed something, we're here to listen to
19 everybody. All right?

20 So I'll open up to the public. Just name
21 and address for the record, so the Transcriptionist
22 has it. And anybody who wants to speak, go ahead.

23 PATRICIA HAMMES: I'm happy to go first.

24 MAYOR HUBBARD: Go ahead, yes.

25 (Laughter)

1 PATRICIA HAMMES: Once again, Patricia
2 Hammes, 603 Main Street, Greenport, member of the
3 Planning Board, but here in my personal capacity
4 this evening.

5 I would just note that the Planning Board
6 report that was posted on the Village website and
7 was submitted to you all was based on their prior
8 draft of the law, and I even think a couple of the
9 points that were in that have been addressed by
10 the change. I think a lot of the points that were
11 in that memo are still relevant.

12 I think, in my personal capacity, I'm not
13 going to rehash what's in that report, but in my
14 personal capacity, I guess, I saw some significant
15 concerns about the mechanics of the law as
16 drafted. I think, you know, one is even an issue
17 right now. It came up at our Planning Board
18 meeting today in terms of the interaction between
19 the Subsection 16 and Subsection 12, because they
20 both contain parking requirements, and it's not
21 really -- the way it's drafted, it seems that
22 they're additive. Although, I believe the way the
23 Village has been interpreting, they've been
24 interpreting it as an either/or. And I think that
25 really needs to be addressed and cleaned up,

1 particularly if you're going go this route where
2 people are potentially going to have to start
3 providing parking.

4 But I guess just as a general matter, I was
5 hoping that somebody could kind of walk me through
6 an example of how this is supposed to work,
7 because I honestly, having read it numerous times,
8 still really can't figure it out. Like is it the
9 case that all of the businesses that are currently
10 grandfathered, if they sell and they're -- because
11 the trigger is an intensification of use, as well
12 as a change of use, right? And so, first of all,
13 change of use, if it goes from being a clothing
14 store to a liquor store, is that a change of use?
15 It's both retail to retail. So I don't know the
16 answer to that. I'm presuming the answer is no,
17 but I'm not sure.

18 If it goes from being, let's say, you know,
19 one of the small retail boutiques downtown, wants
20 to open up a wine and cheese store with some
21 seating, something similar to Kate's, that
22 presumably is a change of use that would require
23 a -- it would trigger this.

24 So then the question is you're measuring off
25 whether or not they have to provide parking by

1 this 20% rule, but it was a preexisting building
2 deemed to have zero because it was pre -- it was
3 required to have zero because it was preexisting,
4 or is there some calculation done as to what that
5 business would have had to have had if it was
6 required to comply with the code, and you measure
7 the 20% off of that? And that can matter, right?
8 Because if it's zero, then everything is going
9 to -- is going to hit 20% the first time it
10 changes hands and it intensifies, because going
11 from zero to requiring two places, even, is an --
12 is more than 20%, okay?

13 So that's -- I just don't mechanically
14 understand. And then even with a lot of these,
15 as -- as is pointed out in the Planning Board
16 report, 150-16, for very certain types of
17 businesses specifies what the parking is, but it
18 leaves a whole lot out there that's not address,
19 and basically defers to the Planning Board. So I
20 don't even know how you calculate the 20% on that
21 basis until the Planning Board weighs in and tells
22 you how much parking is required, because it's up
23 to the discretion of the Planning Board to
24 determine that.

25 So that's one whole set of things I think

1 the Board should think about. And I -- and my big
2 concern is transparency here, and people being
3 able to actually live with this code and know what
4 it means, and people being treated equally when
5 they come to the Building Department. And if it's
6 not, if you can't look at it and figure it out,
7 then I suspect that people do get treated
8 differently just by as things change, right?

9 And then the other thing is, on the whole
10 payment-in-lieu-of provision, and this is also in
11 the Planning Board report, is something I continue
12 to struggle with, and I just don't -- I don't
13 know -- I don't know what the Board's position is
14 on this. I don't know that I have a view one way
15 or the other, but it allows a waiver and a
16 pay-down of up to the lesser of 20 spots and 50%.
17 So in almost all instances, it's going to be the
18 50% that caps it, right, unless you get to 40 and
19 then you'd hit the 20 anyway. So if somebody is
20 required to provide two spots, they're only going
21 to be able to get a waiver for 50% of that. So is
22 it the Board's intention that they have to get a
23 variance for the other one? It just seems to be
24 unusual that you set businesses up to have to have
25 to get a variance as well as make a

1 payment-in-lieu-of and a waiver, and you're not
2 even getting paid for the point that this Board
3 has talked about, you need the money to contribute
4 towards infrastructure. You're not getting paid
5 for the variance spot, you're only getting paid
6 for the waiver spot, right?

7 So I don't -- again, I don't -- I don't --
8 I've never heard that discussed by this Board, and
9 I don't know if people have fully computed that
10 you've set up a situation where people are going
11 to have to do both a waiver and a variance in
12 almost every instance, the way I read this code.
13 I mean, I guess you'd have to go practically and
14 look at each building in town to figure out
15 whether somebody has a couple of spots that they
16 can use, but that just doesn't seem to me to be,
17 again, the right approach on all this.

18 And then, finally, I would just say I still
19 am struggling with the fact that I don't
20 understand what the objective is. I mean, it's
21 hard to comment on a lot of those points the
22 Planning Board made without knowing what the end
23 objective is. If the end objective is to raise
24 money, then, you know, there's a way -- then
25 that's -- and that seems where this is intended,

1 then that's possible that that goes to the point I
2 just made about the variance.

3 And one other point on that is the 5,000
4 only applies for 30 spots or more, but the
5 Planning Board's never going to be in a position
6 of waiving 30 or more, because we could only waive
7 up to 20. So the whole \$5,000 is never going to
8 apply, right?

9 But, so if it's money, you need to fix the
10 mechanics, right, so people know what they're
11 getting into. And if it's not money, if it's
12 because we want to drive development in a certain
13 way in the town, I don't believe this is the way
14 to do it. I believe that that requires a review
15 of the code and the uses, and, you know,
16 potentially rezoning of areas. But I -- I think
17 without a really stated objective that this Board
18 has agreed upon, which I've never heard other in
19 all -- and I've watched. If I haven't been here,
20 believe me, I watch all of your meetings on tape.
21 I just have never heard a common agreed-upon, like
22 this is the objective that we're trying to get to
23 with this change. And without that, it's really
24 hard to know, one, if it works, and two, to give
25 any real comments on it.

1 So I thank you for your time. I know
2 there's a lot there. I know there was a lot in
3 the Planning Board report. The Planning Board
4 took a lot of time. I recognize it was long. I
5 recognize it was drafted by a -- two, two lawyers,
6 plus Planning Board members, so it's not the
7 easiest document to read, but I think that there
8 were a lot of valid points in there. And there's
9 a reason why it's supposed to go to the Planning
10 Board. So I really hope that you'll take those
11 points into account and review it when you go back
12 to discussing the draft law. Thank you for your
13 time.

14 MAYOR HUBBARD: Okay, because I -- I'll just
15 answer. This was never a money issue, from my
16 point of view, I don't think from any of the
17 Board. It was more about when four retail stores
18 became restaurants in a year, how do we slow that
19 down so we end up -- don't end up losing all the
20 retail stores, and having every place with a
21 liquor license and serving beer and food and have
22 no retail stores. That was --

23 PATRICIA HAMMES: There are spaces downtown
24 that could be retail, that were retail, that
25 nobody's gone into, so.

1 MAYOR HUBBARD: Okay. I'm just -- that --
2 that was a discussion back in 2019 where it was,
3 and so that was -- to me, it never was about the
4 money, because the money has been in the code
5 since 1991, you could charge \$2500 for a spot.
6 It's never been used, and the Planning Board
7 asked, "How do we make this work?" But it was --
8 I don't think anybody on the Board ever felt it
9 was about money.

10 TRUSTEE MARTILOTTA: No.

11 MAYOR HUBBARD: It was just --

12 PATRICIA HAMMES: Okay.

13 MAYOR HUBBARD: -- let's try to slow down
14 development a little bit, so not every place --
15 it's not Bourbon Street, every place is a
16 restaurant.

17 PATRICIA HAMMES: Well, I think that
18 there -- I'm not sure, then. I guess, again, you
19 guys are the Trustees.

20 MAYOR HUBBARD: Okay.

21 PATRICIA HAMMES: You have to decide. So
22 I'm not sure this is -- that's the right approach,
23 if that's what you're trying to do. Thank you.

24 MAYOR HUBBARD: Okay. Well, we'll continue
25 discussing. Thank you.

1 PATRICIA HAMMES: Thank you.

2 RICHARD VANDENBURGH: Good evening. Richard
3 Vandenburg, President of the BID, 234 Carpenter
4 Street, I guess as well as a member of the BID.

5 I just want to first point to the fact
6 that -- and I believe that the Board is aware of
7 this, that, you know, there's a few drafting
8 errors in the -- in the notice that was presented.
9 I'm sure those will be corrected shortly. But
10 that was -- I just wanted to point that out as far
11 as the notice provision. There's some
12 inconsistencies in the language, which, you know,
13 clearly, you want to clear up. I understand that
14 that can be done at any time.

15 But, really, what I want to talk about is
16 the larger picture. And I want to say that I find
17 that what the Planning Board did was incredibly
18 helpful and well done. As much as Ms. Hammes may
19 be deferential to that, I think she and the
20 Planning Board did a tremendous job of kind of
21 breaking down the concerns that this law poses,
22 not only for individual prospective applicants,
23 but also in a kind of global picture. And,
24 really, that to me on a 35,000-foot view talks
25 about what's the plan.

1 And, if I may, a plan is an important thing.
2 A plan when you build a house is critical to have
3 a good plan. A plan when you want to start a
4 business is critical if you want to be successful.
5 Because without a plan, you don't really know what
6 the next step is going to be, and the likelihood
7 of success of accomplishing what your objective is
8 is diminished, unless you have a plan.

9 What is the plan behind this law? And that
10 I think is the root of the conversation and
11 perhaps the debate that we're having, because I
12 can understand the objective of the law that is as
13 written, saying that we need to figure out a
14 parking problem. If we first all agree that there
15 is a parking problem, okay, then there's a
16 consensus that there's a parking problem, because
17 this law as proposed says specifically it
18 ultimately concludes that there is a parking
19 problem. Well, if we can all agree that there's a
20 parking problem, okay, how are we going to solve
21 the parking problem? The way that the terminology
22 of the law or the language that's contained in the
23 law specifically says that the money that's
24 generated by this proposed law would be to address
25 the parking problem.

1 It's been suggested that perhaps this is
2 less about parking than it is about trying to slow
3 development in the Village, and perhaps bolstering
4 the fact that we are, or that the Board is feeling
5 as though that the -- the infrastructure is being
6 overtaxed, and that we don't have enough money to
7 support the repairs to, or ultimate necessity of
8 repairs to the sewer system, other issues, public
9 service, road paving, other things that need to be
10 done that we don't have enough money in the
11 collective Village budget to pay for those things.
12 Well, if that's the case, then that's an
13 infrastructure problem, not a parking problem.

14 And so I just first want to challenge the
15 fact that are we calling this what it is? The
16 reference to transparency was made. Let's call it
17 what it is. If we're trying to slow development,
18 because there's a consensus that development
19 should be slowed because of all that's going on,
20 well, then let's call it what it is. This is a
21 tax to help bolster and support the imposition
22 upon our infrastructure. Because what are we
23 going to do? What is the plan to how we are going
24 to alleviate the parking problem? I am not sure
25 that I understand, and I know a lot of the members

1 of the BID don't understand what is the ultimate
2 objective as to how we're going to put this money
3 to work to solve the parking problem.

4 Directional signs, perhaps some repaving in
5 Moores Park, you know, those are things that
6 certainly can be done, but is that really the
7 impactful solution to a parking problem that is
8 being experienced down in the -- I call it the
9 Front Street and Main Street corridor. I am not
10 sure that it is.

11 My understanding is, from speaking to, you
12 know, the Village, is that there's roughly about
13 \$93,000 that are in this parking fund, plus or
14 minus \$63,000 that's attributed to the Jitney
15 parking lot over by the railroad station, and
16 30,000 -- which means that only that money can be
17 used for repairs, maintenance, improvements to
18 that particular parking spot. And roughly \$30,000
19 that's been sitting in this account for four or
20 five years that was generated from these parking
21 fees. The question is what are we -- what are we
22 planning to do with that money? What is the plan
23 to do with this money? What is the plan to do
24 with these funds that are now going to be imposed
25 upon a new business or a business that expands by

1 more than 20%? What is going to happen with these
2 funds? What is the specific objective of what
3 these funds will do to alleviate the parking
4 problem? That's a question within a silo of
5 its -- of itself.

6 If there's a concern that we're not able to
7 pave roads, we're not able to improve sewer, if
8 we're not able to do other things, pay people,
9 contractors to support all of the other operations
10 of our Village business, that's totally separate
11 and apart from allocating funds through this,
12 quote-unquote, parking fee that is designed to
13 alleviate a parking problem.

14 So I think there needs to be kind of some
15 soul searching about what exactly is it that we're
16 trying to do, what is the plan? And I will say
17 that I feel the Planning Board did a tremendous
18 job in terms of identifying the fact that the
19 ramifications of this law have multiple cascading
20 effects in other areas that should be of concern,
21 specifically, a comprehensive plan.

22 The Planning Board points out that we really
23 need to look at the fact that we have not yet
24 completed our LWRP, the Local Waterfront
25 Revitalization Plan and the update that is still

1 pending. To me, that's a comprehensive plan, it's
2 a holistic plan of if we're worried about
3 development in certain areas of the Village, or
4 the overdevelopment, or the rush to development,
5 or big money coming in, and the fact that we're --
6 we, as a Village, are not taking advantage of
7 that, that should be looked at seriously and right
8 away, because we can figure out ways other than
9 parking this parking fee on the backs of new
10 businesses, or businesses within the Village that
11 look to expand, as having them shoulder the burden
12 of revenue generation. Let's figure out a way to
13 look at the uses that are coming in. Let's look
14 at what the LWRP would provide us with guidance as
15 to how we see the overall development, or growth,
16 or maturity of our Village. What do we want to
17 see?

18 So completing the LWRP is one of the first
19 things that I think we should do. This law is, in
20 my mind, a classic kind of cart-before-the-horse
21 as far as trying to address a concern that a lot
22 of us may have without a really structured
23 understanding of what the plan would be overall.

24 The Planning Board also cited the fact that
25 how do we deal with certain properties within the

1 Village that would be affected by this plan,
2 specifically, the Arcade and the Auditorium
3 buildings? Most of the properties down on the
4 Front Street and Main Street corridor are
5 lot-to-lot coverage. So the reality is anyone --
6 it's almost like my business becomes a little bit
7 of an indentured servant to the Village that I
8 don't -- not that I plan on it, but I can't sell
9 my business to anybody else for any other use
10 without potentially devaluing my business, unless
11 that purchaser wants to continue my business in
12 the same format that it is. That is, I think,
13 prejudicial.

14 Let's figure out a way. If somebody comes
15 in and they want to do something with the Arcade
16 or the Auditorium buildings, let's figure out a
17 way that we can navigate on the big picture of
18 things. What do we want to see done in the
19 Village? What type of businesses do we want to
20 allow, to not allow? And if there is some change
21 of that use, let's figure out what's permitted in
22 the Zoning Code, as opposed to just simply saying,
23 well, this is a parking tax. You're going to have
24 to pay a nominal fund -- a fee, not nominal, but
25 maybe to a large deep-pocketed corporation, you

1 have to pay some money to do whatever it is you
2 want to do there, because we're trying to create
3 hurdles to that development of the Arcade or other
4 larger properties for some other reason, who
5 knows.

6 It's -- it's also, you know, a question as
7 to how this impacts the -- the residential
8 properties that are in the WC and RC -- CR
9 Districts, rather. You know, people that have
10 artist lofts or operate buildings, how do we --
11 how do we understand how it really impacts those?
12 That needs to be looked at carefully.

13 There's also the question of short-term
14 rentals, you know, people that have these Airbnbs.
15 How are we affecting that as a business, or what
16 that means for off-street parking in some of these
17 properties? There's so many questions as to how
18 this law kind of hits the next domino on the
19 impact of what's happening in these districts,
20 that without a plan, without a comprehensive plan,
21 this is a piecemeal approach to a problem that we
22 don't really have the solution at the moment.

23 And we need to understand what the standard
24 is. We've heard the -- you know, the concerns
25 from the Planning Board as to the mechanics of how

1 this will work. We need to better understand what
2 it is we're trying to do. And there needs to be
3 more transparency about what it is that we're
4 trying to accomplish, rather than simply saying
5 we're going to throw this up, because there's a
6 concern that if we don't do something right away,
7 the continued press of people that are looking to
8 come into the Village, establish businesses,
9 develop, develop other properties, if we don't do
10 something right away, they're going to get away
11 with something, and without sharing that revenue
12 with the rest of us, with the Village. And I --
13 to me, that is a -- that is a frantic approach. I
14 think there should be a more measured approach as
15 to involving stakeholders, other businesses,
16 collaborating with the Village Board, if possible.
17 The BID is willing to do that. The BID plans to
18 invite Trustees to sit down, try to figure out
19 ways that we can generate revenue without creating
20 this otherwise interpreted tax upon further
21 business development in the downtown district.
22 And I think there's plenty of ways we can do that
23 in a holistic, global way.

24 So I would ask that this public hearing be
25 continued from tonight, so that we have that

1 opportunity to discuss those alternate
2 opportunities to figure out how to solve this
3 problem, rather than rushing to pass a law that is
4 a piecemeal approach to perhaps a larger problem
5 that may exist. But let's all get on the same
6 page as to what the plan is, and let's all be
7 transparent about what it is we're trying to
8 accomplish. Thank you.

9 MAYOR HUBBARD: Okay. If I could just
10 answer a couple of your things. This is not a
11 money-grab. This is not going to take care of
12 infrastructure, it never was designed for that. I
13 don't know who told you that or where you got that
14 information from, but none of us have said we're
15 trying to tax people for parking to pay for sewer,
16 water or anything else, that's totally not true.

17 RICHARD VANDENBURGH: Okay.

18 MAYOR HUBBARD: Okay? The plan for parking
19 is, we've talked about it numerous times over the
20 past couple of years about Moores Lane, making
21 that a parking hub. Repaving the track, putting
22 lights in there, putting stripes on there, with
23 the improvements that are being done on Moores
24 Lane, and shuttling people from it, from downtown
25 to up there, workers, whatever. The BID has tried

1 it with other people, with Claudio's trying to do
2 it at the school and everything else, but it's all
3 piecemeal and on different public property. So
4 the plan was to use the money that we have in the
5 coffers, and it's 63,000 from Peconic -- from
6 Hampton Jitney, and 30,000 from 222 Manor Place.

7 RICHARD VANDENBURGH: Yes.

8 MAYOR HUBBARD: That's all that's in there.
9 Nothing has been collected into that fund from
10 1991 until 2020. Nothing has been collected, it's
11 never been used, even though it's been in the code
12 for 30 years. So we're trying to implement that
13 to help the Planning Board to do their job,
14 because they asked us for help. That's what we
15 tried to do.

16 So the plan is to do upgrade on Moores Lane
17 to make it a safe place for people to park their
18 car and get shuttled down into town.

19 The LWRP, we went out for prices to get a
20 consultant to work on the LWRP in October. It
21 came back in December with one person that bid on
22 it that's not really their forte of doing LWRPs.
23 So we went back out to rebid on it in December.
24 In March, we got a report back that nobody bid on
25 that. So now we are working on it inhouse between

1 the Village staff and the Village Attorney,
2 working on changing everything from the
3 14-year-old pre-LWRP, to take out stores that no
4 longer exist, and rework all that stuff. By
5 August, we will have that for our public meeting
6 for everybody to review, the Board and the public
7 to review where the LWRP is, and move that
8 forward.

9 So we started this over six months ago
10 working on that, because everybody says we need to
11 have that. That is a comprehensive plan, that is
12 the LWRP that we need to upgrade. So we've been
13 working on that for six months. Unfortunately, we
14 can't find somebody that's going to help us with
15 it. Originally, it was done with a grant from the
16 State for 60,000. The State changed the format
17 and everything changed, but the whole Village has
18 changed over the past 14 years, we all know that's
19 completely different. So they are working on page
20 by page changing everything that's in the LWRP now
21 to make it something that actually fits the needs
22 of what we have now and where we're going forward
23 with it. Okay?

24 RICHARD VANDENBURGH: Well, that's
25 encouraging.

1 MAYOR HUBBARD: So they've been working six
2 months and we are -- I talked to the Village
3 Administrator today. For the August meeting, we
4 should have that for the whole Board and the
5 public to see where we are with what's updated.
6 It still needs to be approved by Department of
7 State, but we need to have something that we can
8 work with, and get the BID's input, the public
9 input, everybody, that we did 14 years ago. We
10 had meetings at the school. I sat at different
11 tables with a whole bunch of people. We went
12 through the whole process then, and we're going to
13 do that over again, but we need to upgrade what we
14 have to do, and, unfortunately, we don't have a
15 consultant that can help us.

16 RICHARD VANDENBURGH: Understood,
17 understood. And that to me is encouraging, and I
18 think that's the right course to take. And I
19 would say that that puts this law a little bit
20 ahead of the curve for that result to understand
21 what that LWRP says.

22 So I would say that, you know, my request on
23 behalf of the BID is you need to table passage of
24 this law to allow that process to conclude. And
25 it's not years down the road, it sounds as though

1 it's eight months away, perhaps, something to that
2 effect. To me, that's the guidance that defines
3 what the plan is overall. Stakeholders in the
4 Village understand what it is. There's a much
5 greater level of transparency for businesses to
6 understand what the objective is. To me, that's
7 the appropriate way to proceed. I absolutely, you
8 know, think that that's -- that's absolutely fine.

9 The only -- the only other, you know, point
10 that I would make, in response to your answer to
11 my question or point, was if we have any of that
12 money within that parking, you know, category of
13 funds, it still has not yet been clearly
14 articulated, let me submit, that what is the plan
15 for that money. You know, if we've got \$93,000,
16 what are we -- what are we planning to do with
17 that money to improve our parking situation?
18 Because I still find in just the language and the
19 comments that occur about what the intent behind
20 this is, is it's really more a question of what
21 the intensity of use is that we are comfortable
22 with or not comfortable with within the Village
23 limits. And if this really is a parking question,
24 it should be a relatively same simple, I think,
25 explanation of what it is we plan to do to improve

1 parking, create more parking.

2 I understand, you know, the Moores Lane
3 overall objective, but, yet, that hasn't really
4 been clearly articulated enough to provide people
5 with an understanding, a clear understanding as to
6 this is how it's going to work, this is what it's
7 going to cost, this is what we need to raise, this
8 is how we're going to raise it. That just hasn't
9 been articulated. And I think that, perhaps,
10 feeds a lot of the, perhaps, misunderstanding or
11 miscommunication of our business members to not
12 really understand.

13 Where is it we're trying to get? What is
14 the plan? It's one of those kind of classic
15 scenarios of you have to say this is where I'm
16 going, this is how I'm going to get there, and
17 this is how we're going to do it, and you have to
18 repeat that, repeat that, repeat that, in my mind.

19 So I would encourage the Board, if there is
20 a plan as to what to do with these funds, to
21 explain that more clearly to the rest of us, so
22 that we can honestly buy into what the objective
23 is, and, hopefully, there's an opportunity for us
24 to buy in. Right now, it feels as though it's
25 a -- it feels as though there are people, perhaps

1 in your view misunderstandingly, feels as though
2 it's just a money-grab to support the General Fund
3 to pay for things that the Village can't otherwise
4 do. And if that's wrong, then I am sorry.

5 I have --

6 MAYOR HUBBARD: I just repeated that, that
7 is wrong.

8 RICHARD VANDENBURGH: I know, I know. I'm
9 just going to say --

10 MAYOR HUBBARD: I already said that.

11 MAYOR HUBBARD: -- it's going to be up to
12 you guys to reiterate that it's not, and here's
13 what we plan to do. That's my opinion.

14 MAYOR HUBBARD: Okay. And you keep bringing
15 up the 93,000. Sixty-three thousand is earmarked
16 only for the Hampton Jitney parking lot.

17 RICHARD VANDENBURGH: All right, 30, 30,000.
18 Thirty thousand.

19 MAYOR HUBBARD: The 30, okay. Just --

20 RICHARD VANDENBURGH: Yeah.

21 MAYOR HUBBARD: And somebody brought up more
22 signage pointing down to Fourth Street, and we
23 took that under advisement and we're working on
24 that. We had -- there were signs there. The
25 signs, obviously, disappeared or something

1 happened to them, so we're working on more signs
2 to point people down to the Fourth Street parking
3 lot. But that whole transportation hub,
4 everything down there is all a work in progress,
5 just like Moores Lane with the train and the other
6 stuff that's going on up there. But the overall
7 plan has been stated this is what we plan to do.
8 Once that's all there and people are using it,
9 hopefully, the parking lot on the track will be
10 used all the time, and then these would be --
11 that's, you know, where it's going to go.

12 RICHARD VANDENBURGH: And I understand that.
13 One last point I want to make that I -- that I
14 neglected to mention. I think if, you know, there
15 is a parking problem, if there is a focus of a
16 parking problem, there are other alternatives as
17 well besides imposing a parking fee on new
18 businesses that may be interested in coming in. I
19 think one of the insightful points that the
20 Planning Board made was, you know, these fees that
21 are constructed, that are currently in the code,
22 that you're eliminating the grandfather, or the --
23 you know, the waiver on, not the grandfather,
24 large companies, large corporations, Tommy Hilfiger,
25 you know, other -- not to disparage any of the big

1 names, but that's easy for them to pay. It's the
2 mom-and-pop that want to come in and open a
3 year-round business, not open a business that's
4 going to be open from Memorial Day to Labor Day
5 and then shuttered for the rest of the year.
6 Those are the big deep pockets that can handle
7 something like that and they'll pay the fee.
8 They'll -- I won't say pillage, but, ultimately,
9 they will be the ones that will make money during
10 the high season, and they were -- then it's vacant
11 and the streets are vacant, because they're not
12 the mom-and-pop shop that need to operate every
13 single day all 12 months out of the year. You're
14 going to create a barrier to those people on
15 especially the properties that are located in the
16 Front Street/Main Street corridor. If you impose
17 these change of opportunities for them to come in
18 and try, scrape together, like we did as a brewery
19 at Carpenter Street, to put together a business
20 that ultimately benefitted by the fact that the
21 Village was behind us on the fact that we -- we
22 couldn't have paid the off-street parking at the
23 time. I was there most of my off days with a
24 hammer and -- and doing most of the work myself.
25 That added burden of the fact that you have to pay

1 for that extra tax is going to be prohibitive to
2 those mom-and-pop operations, year-round
3 operations that we want this Village to continue
4 to embrace.

5 I feel like this is something that, again,
6 not that there's a path to figuring how to solve
7 parking problems, not that there's a path to
8 figure out the zoning changes for the intensity in
9 uses, but this to me is a quick, you know,
10 immediate reaction for fear of the fact that we're
11 going to -- we're going to lose something without
12 having a more global plan in place. So, I just --
13 you know, I just offer that.

14 And I think there's opportunity to really
15 embrace the fact that we should consider, perhaps,
16 kiosks, mobile -- you know, mobile park, the
17 parking process in order to fund more Code
18 Enforcement, parking enforcement people, where you
19 have the ability to create more turnover in the
20 parking areas that are in that downtown Village
21 area, where perhaps we have some employees of
22 businesses parking there for, you know, 10 hours a
23 day, when, in fact, we want that turnover. We can
24 alleviate the parking problem, if we really think
25 there is one, by utilizing more specifically

1 targeted and equitable measures, rather than this
2 law. That's my opinion.

3 MAYOR HUBBARD: Okay. And there -- there is
4 a parking problem. I could use my mother, who
5 lives on Central Avenue, and the change of shift
6 when they come in in the evening. Her road on
7 weekends is filled up with all the workers from
8 the BID stores, American Beech, the other ones all
9 around there. Workers in their coats going to
10 work park in front of her house, and when there's
11 a change of shift, you can't get to the house.
12 When we try to bring her food on a Sunday
13 afternoon, we can't get to the house, we have to
14 park in the back. Luckily, she has a driveway in
15 the back. But that is a parking issue.

16 Mrs. Hartman, who lived on Bay Avenue right
17 by American Beech, complained to us 15 years ago,
18 "I can't leave my house on a Saturday or a Sunday,
19 because I never can get back home." And she has
20 one of the houses that took away her driveway, so
21 she has to park on the street, but they complained
22 about that.

23 There is an issue that's been brought to our
24 whole Board about all the business employees and
25 patrons branching out farther into the Residential

1 District. And the back side of Carpenter Street,
2 where your business is, Bay Avenue, Central Avenue
3 and all, those areas you cannot get to. You could
4 go all the way down to the condos, there's not a
5 place to park.

6 RICHARD VANDENBURGH: I understand.

7 MAYOR HUBBARD: You know?

8 RICHARD VANDENBURGH: And I think there's
9 ways, though, with even striping and signage, and
10 greater code enforcement, where we could generate
11 revenue in simpler ways, rather than imposing this
12 tax that has a chilling effects -- effect on new
13 businesses. There's ways to create real
14 incentives to stop that from happening for our
15 residents, and I'm 100% -- I think there's a path
16 to that. I just think this is a misguided attempt
17 to solve a problem that is not clearly defined.

18 MAYOR HUBBARD: Okay.

19 RICHARD VANDENBURGH: Thank you.

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

22 LILY DOUGHERTY-JOHNSON: I'm Lily
23 Dougherty-Johnson, 51 Washington Avenue. Also, a
24 member of the Planning Board, but speaking for
25 myself.

1 I want to say that I applaud you guys to
2 try -- doing something, because I feel like I know
3 there's a lot of frustration, I feel it, too. My
4 mom lives on Ludlam Place, and in the summer, it
5 can be really hard to park, actually all the time,
6 but that's a separate issue.

7 MAYOR HUBBARD: Right.

8 LILY DOUGHERTY-JOHNSON: And I think I know
9 in some ways where you're coming from, but I feel
10 like it's not going to solve the problem. Like
11 it's not going to solve the problem of American
12 Beech, like those are existing problems that we
13 already let happen. And I know that you think
14 what you're doing is like stopping it now, right,
15 like -- but we're not -- you're not going to stop
16 development. People are just going to have to
17 pay, and as already has been said, that means
18 people with deep pockets. Anyway, I don't want to
19 repeat what people have said, because there's a
20 lot.

21 But one thing I want to say is, also, like
22 as a Board, part of your job is to look to the
23 future, and maybe the future doesn't include so
24 many cars. And I don't think we should make a
25 plan right now that's like saying we have to have

1 all the parking that, you know, our code says
2 right now in a future where people are biking
3 more, or there's smaller cars, or people aren't
4 using their cars much because the gas is so
5 expensive. That's just one thing to think about.

6 Plus, we're not Riverhead. Like we don't
7 want to have -- and we can't. Like downtown
8 Greenport was built at a time when we didn't have
9 this, so you're not going to have a shopping
10 center with enough parking, like we already said,
11 the Arcade, Auditorium, pretty much anywhere. And
12 there are a lot of vacant businesses downtown.
13 Okay, maybe not a lot, but like I counted like ten
14 right now. Some of those are in process, but that
15 still means that's an empty storefront.

16 And I guess my other question is like if you
17 were talking intensification, does that mean
18 intensification from nothing? Like the Arcade
19 right now is nothing. Or are you talking
20 intensification from it used to be a retail store?

21 A couple of other things that I just wanted
22 to say. We -- for so long we've been drawing
23 tourists in, and we've been promoting ourselves,
24 and like the -- Greenport as a Village has been
25 doing that. And like to now say, "Okay, we don't

1 want you to come," we don't want -- "We don't want
2 your business", is a little like -- it's just that
3 we're fight -- you know, like we're fighting
4 ourselves, sort of, like -- and I know that
5 there's different parts of it, and like we also
6 want to park, I totally get that, but I think
7 there has to be -- there has to be a balance that
8 works better for everyone, and I think part of
9 that is enforcement.

10 Like if we don't want it to be Bourbon
11 Street, then we shouldn't be allowing people to
12 drink in public. That, you know, is --
13 restaurants are there because people want them.
14 And retail, unfortunately, is just like something
15 that's not -- we can't just say -- I mean, I know
16 you're saying like we have all these retail
17 stores, they became restaurants. That's like the
18 whole country, that's the whole word, it's not
19 just Greenport. It's -- retail is hard now, when
20 people are getting things delivered, and they're
21 going to big box stores, and not every store is
22 going to stay the same, like that's impossible.

23 And I do think there's just something to --
24 it's not fair to people who live here and maybe
25 want to start a business, or people, like has

1 already been said, mom-and-pop businesses that
2 just can't -- are not going to be able to do this
3 because they have to pay exorbitant fees. And
4 like has already been said also, a lot of places
5 don't care, they're going to have the money, the
6 hotels are going to have the money. They -- you
7 know, they're fine with paying for parking.

8 And, again, we need to actually have the
9 parking somewhere. And I know you said that the
10 plan is Moores Lane, but -- and if we do have some
11 money, why -- like where are we in that plan?
12 Because maybe we should be starting instead of
13 just talking about it or saying that there's a
14 plan. And maybe it's not enough money, but we
15 could -- it seems like we could do something.

16 The other thing I just wanted to say was
17 about maintaining, like and improving the parking
18 lots we already do have. There's a lot that
19 happens in parking lots that's not great, people
20 could just hang out all day. There's lines that
21 can't be -- you know, like a lot of the parking
22 lots that exist on Adams Street, you can't really
23 see the lines. There's handicapped parking signs
24 that don't match up to the handicapped parking.
25 So I doubt -- even if you got a ticket, you could

1 probably go and fight it. So just little things
2 like that, cleaning it up seems like it would be a
3 good place to start.

4 I think that's all I really got. Thank you
5 for your time, and thanks for thinking about this.
6 Like I think it's a good -- we all -- obviously,
7 there is a problem. I just think we have to think
8 about what the -- what actual -- how we actually
9 solve those problems. Thank you.

10 MAYOR HUBBARD: Thank you.

11 TRUSTEE CLARKE: Thank you.

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

14 DEBORAH RIVERA PITTORINO: Hello. My name
15 is Deborah Rivera Pittorino, and I'm here as an
16 individual, and also representing a business,
17 Greenporter Hotel.

18 So my big question is -- I'm going ask some
19 rhetorical questions. What is the purpose? What
20 is the purpose of this -- of this plan for
21 charging for parking? So I'm hearing -- I'm
22 hearing three things, basically. One is to
23 clarify the code, one is to create more parking,
24 and one is to limit development. That's what I'm
25 hearing.

1 So I really appreciated Mayor Hubbard's
2 concern for clarifying our parking code, because
3 it really does need to be clarified. It needs to
4 be clarified, because not everyone is treated
5 equally. I was confronted with my own personal
6 situation, where I was asked to pay for parking,
7 even though, technically, I'm exempt from parking
8 as a business that was existing prior to 1991.
9 And then other businesses who -- who were -- came
10 in after me and were never hotels, they didn't
11 have to pay for parking. So I'm not really sure
12 why that is. And I think that if we have a
13 parking law, that it needs to be clear, so that
14 it's fair for everyone, regardless of their sex or
15 race or religion.

16 So I think that, you know, the law really
17 has to be clarified, so that everyone is treated
18 equally, because, otherwise, it feels basically
19 like things are approved or disapproved depending
20 on who you are, or depending on who's on your
21 side. That's how I see it. So I really
22 appreciate this clarification for existing parking
23 requirements.

24 The second thing is the purpose of this tax
25 is to create more parking, from what I understand.

1 But is this going to create more parking, and how
2 will it create parking? And how will it create
3 parking that makes everyone happy? And what I
4 mean by that is I have -- I have the biggest
5 parking lot of all the hotels downtown all put
6 together, and we have to police our parking during
7 the weekends. So we have to stand out there and
8 make sure other people don't park in our lot.
9 Then we'd say, "There's parking down the street on
10 Fourth Street, the municipal parking lot, if you
11 go down there." "Oh, no, we don't want to go down
12 there, we don't want to walk up here." So there
13 is parking, but that parking doesn't make them
14 happy. So maybe it will make the people on
15 Carpenter Street happy, but it's not going to make
16 the people that have to walk from the municipal
17 parking just two blocks to Front Street, because
18 they don't want to, they don't want to walk that.
19 So no matter what you do, you're not going to
20 create parking that makes everyone happy, it just
21 won't be possible.

22 Currently, we have this -- you know, we
23 have -- I'm talking about the municipal parking by
24 the Hampton Jitney that could -- so I understand
25 that the money that's currently in this fund could

1 go to improve that. So to repave, even to repave
2 the street leading up to the parking that was --
3 started to be repaved, but it hasn't been
4 finished. There's -- there's like a big sewer lid
5 that's elevated like, you know, 10 inches from the
6 street, that if you went over that in a low car,
7 you would destroy your car. So that parking isn't
8 finished yet. So that road could be fixed. The
9 parking lot itself could be fixed. They could
10 take out some of the -- some of the islands,
11 figure out a new circulation plan, definitely do
12 more signage.

13 I recently added that parking to the Google
14 Maps, so now it appears on Google Maps. But I'm
15 telling you that people aren't going to park down
16 there. You can put all the signs you want.
17 People don't -- they want to park in front of the
18 store, and can everyone park in front of the
19 store? You can't ever -- no matter how much money
20 you collect, you'll never be able to get enough
21 parking for everyone to park in front of the
22 store, it's never going to happen.

23 So, you know, it's really -- Greenport has
24 always been a pedestrian village. We've had cars
25 in this country for not even 150 years, so we were

1 always a pedestrian village. So I don't know when
2 we became car village, that every kind of
3 development was contingent upon sufficient
4 parking.

5 Last, but not least, the purpose of this is
6 to limit development. I believe that the only
7 limiting of development will be for the
8 mom-and-pops, because I've seen it firsthand with
9 my own eyes, the people that come in here, and the
10 first thing they say is, "How much do you want?
11 I've got my checkbook. I've got my 10 lawyers,
12 I've got my checkbook, how much money do you
13 want?" And so it's not going to -- it's not going
14 to limit development for them, they can pay
15 whatever they want, and so, therefore, Greenport
16 is for sale.

17 If you own a building and there's a change
18 of use and you want to sell that building, whoever
19 buys that building then has to pay for parking.
20 If that person or company has to pay for
21 parking -- and it will be a corporation that buys
22 the building, because that's who's buying
23 buildings. Even the Airbnb houses are all being
24 bought by corporations. So that entity will have
25 to pay for parking. And guess who they're going

1 to pass that cost onto? They will pass it onto
2 the tenant. So then who will be the tenant that
3 can afford to go into that storefront? It will be
4 the Tommy Hilfigers, the Ralph Laurens, the London
5 Jewelers. And then this will ensure that
6 Greenport businesses are all going to be these --
7 it's going to be for the super rich, for the big
8 corporations, for the mega-yachts. Greenport will
9 be for the mega-yachts and the super rich, and is
10 this what we want for Greenport? I don't believe
11 it is.

12 Thank you for your time.

13 MAYOR HUBBARD: Okay. Just so clarify, it's
14 not a tax, it's something that's in the code, it's
15 a fee. If you don't have the space, it's a fee,
16 it's not a tax.

17 DEBORAH RIVERA PITTORINO: A fee.

18 MAYOR HUBBARD: No, just, I mean, it's being
19 said a lot that we're taxing people for it and
20 all. But if somebody buys that building you were
21 just talking about, if they don't change the use,
22 they don't have to pay for parking. I said that
23 earlier.

24 DEBORAH RIVERA PITTORINO: No.

25 MAYOR HUBBARD: There's no reason they would

1 have to pay for parking.

2 DEBORAH RIVERA PITTORINO: Yeah, but most
3 people will want to have some change of use.

4 MAYOR HUBBARD: Okay, well. Okay. Anybody
5 else wish to address the Board?

6 JOHN SALADINO: John Saladino, Sixth Street.
7 Are you ready for the other side of the coin?
8 Just a few -- before I get to the -- to the
9 Planning Board's -- a few of the things that I
10 dispute, some of this stuff I hear, that I heard
11 tonight, maybe, one of things was owners will have
12 devalued property. Mr. Vandenburg said his
13 building, if somebody chooses not to -- if he
14 decides to sell and somebody chooses not to make
15 it a brewery, the property would be devalued.
16 We're not sure that's true, we don't know if
17 that's true or not. But, conversely, if someone
18 does buy that building and it has parking intact,
19 the price of that building goes up. It's like
20 development rights on a farm. If the development
21 rights are intact, that farmland is worth more
22 money. If the development rights are sold to the
23 next owner, the property is not as valuable as it
24 was.

25 Someone had mentioned cars in the future.

1 This is -- this is Greenport, it's not Manhattan,
2 there is no mass transit. There's a train two
3 times a day, there's a bus four times a day, and
4 that bus is available only to people from
5 Riverhead, from Exit 60 on the Expressway, and
6 Manhattan. So it's not like you can hop on the
7 J Train and get to Greenport, you can't. So
8 people that live in Babylon, people that live in
9 Port Washington, people that live wherever on
10 Long Island are going to drive. They're going to
11 take their -- they're not going to bike here. The
12 people from East Marion maybe are going to bike
13 here, but not the people that live in those
14 places. They're going to take their car, they're
15 going to take their motorcycle. And when they get
16 here, if they drive down the street and they don't
17 see a parking space, if they're driving 60 miles
18 or 50 miles from Oceanside, or 80 miles from
19 Oceanside or Babylon, whatever, however far those
20 places are, they're not going come here and look
21 and say, "Huh, there's no parking," turn around
22 and go home. They're going to park in front of
23 your mother's house, they're going to park in
24 front of my house, they're going to park in front
25 of Peter's -- no, no. In front of Jack's house.

1 So, I mean, anybody that doesn't admit
2 there's a parking problem is not being honest.
3 Anybody that lives in the Residential District
4 that hasn't suffered from the Commercial
5 District's -- the tourist-based industry in the
6 Commercial District because of parking is not
7 being honest.

8 Some people have complained about, well,
9 what's the real purpose of the code? Before I
10 even get to that, are we willing to admit here
11 that we do have an LWRP? And the fact that it
12 hasn't been updated for 14 years doesn't mean
13 there's not one in effect.

14 MAYOR HUBBARD: Correct.

15 TRUSTEE PHILLIPS: Yes, we do have one.

16 JOHN SALADINO: So we do have an LWRP. What
17 I hear from a lot of people that we have to
18 upgrade the LWRP, upgrade the -- it's obsolete,
19 it's 14 years old. I went to those meetings at
20 the school and stuff, and what I heard was, "Yeah,
21 we have to update the", but nobody had the second
22 sentence. Nobody had a suggestion on what they
23 should do. Nobody had a suggestion of how
24 should -- it's like, "Oh, we got to lower taxes."
25 The next question is, "Well, how do you do that?"

1 You know, how do you do that? Same thing with the
2 LWRP. "Well, we have to revise it." Well, to
3 what?

4 The original LWRP that we had and the
5 revision, if you look through it, all the chapters
6 of it, it's basically the same. So, I mean,
7 everything that -- all those discussions, all
8 those people that came to give -- I don't want to
9 say testimony. All those people that came to give
10 their opinion, nothing was revised. Everybody was
11 happy with the status quo of the LW -- albeit, it
12 was 12 years ago, 14 years ago. Greenport's
13 changed in the last 12, 14 years. But the
14 problems that the people then faced are the
15 problems, the same problems that they're facing
16 today.

17 I'll save this for last about treating
18 people equally.

19 I hear people talking about, "Well, there's
20 got to be transparency. What are going to do with
21 the money? What are you going to do with the
22 money? What are you going to do with the money?"
23 I've been -- I don't know what's so hard to
24 understand. You're going to put it in a
25 restricted fund? Is the money that you collect --

1 MAYOR HUBBARD: Yes.

2 JOHN SALADINO: -- going to be in a
3 restricted fund? Can it be used only for one
4 thing?

5 MAYOR HUBBARD: Yes.

6 TRUSTEE PHILLIPS: Whatever it's set up for,
7 yeah.

8 JOHN SALADINO: Is it like the Enterprise
9 Fund, about the Electric Fund, about the Water
10 Fund, about the Sewer Fund? It's a restricted
11 fund, you can only use it for one thing? I don't
12 know if people are suggesting, well, you got 100
13 grand in the -- we want to know how you're going
14 to spend the money. Well, we're going to spend it
15 on parking infrastructure, we're going to spend it
16 on revitalizing the parking lots that we have,
17 creating a new parking lot, whatever you are
18 going to spend it on, I trust you.

19 But I'm hearing, too, like: Well, we want
20 to know how much it's going to cost, we want to
21 know the plan. We want to know" -- so every time
22 you stripe a parking lot, it costs \$26,000, you've
23 got to come to somebody at this meeting and say,
24 "Listen, if it's okay with you guys, we're going
25 to spend 26 grand to stripe this parking lot," and

1 then -- and then have a debate with 70 people and
2 50 people about, well, it's too much, ask somebody
3 else, or maybe you don't need it? That's crazy,
4 that's crazy.

5 I just heard that the cost -- first, we're
6 worried about the mom-and-pops, then somebody says
7 the reality of the situation is -- well, to quote
8 the Planning Board, deep-pocket investors are
9 going to buy these buildings. And if they have to
10 provide parking, that's assuming that it's going
11 to be a change of use. I don't know how we make
12 the assumption that anybody that buys a building
13 in Greenport is going to change the use. Maybe
14 they like the use. Maybe they're buying the
15 Gusmar Building, and there's four restaurants in
16 there, or three restaurants in there, and they're
17 going to keep three restaurants, so there is no
18 penalty. And if there is, well, the cost will be
19 passed on to the tenant and the tenant will pass
20 it on to the consumers.

21 My concern is that the way that the tenant
22 is going to pass the cost on to the consumer,
23 without this, without a fund to take care of
24 parking infrastructure and parking in general, and
25 creating new parking, and when you do it, if you

1 don't pass this code change and you do it, then
2 the cost is passed on to the residents. The
3 people that live in Greenport, the people that
4 live on Main Street, and Fifth Street, and Sixth
5 Street, I'm not parking up at Moores Lane. And if
6 I got to get to town, I walk there, or -- you
7 know, or don't go that day.

8 So it's not to the general -- it's not for
9 the majority of the residents' benefit that these
10 parking lots are being created, it's for the
11 people that are coming here. Parking is the
12 municipal's responsibility, a municipality's
13 responsibility, but it's not the residents that
14 are being serviced by -- by this, and they're the
15 ones that are going to have to bear the burden.

16 So those are just some of the -- and the
17 last thing I want to say, people -- treat people
18 equally. You know, a lot was said about some
19 people have to pay for parking and another hotel
20 didn't have to pay for parking. That hotel was
21 required to pay for parking. That hotel, the
22 Menhaden, was required to pay for parking, if the
23 Planning Board chose to charge them. The Planning
24 Board chose not to address the issue.

25 Another statutory board, the Zoning Board,

1 the plurality of the members on the -- on this --
2 that particular Board didn't want to lose the
3 project, they gave them the variance. The Village
4 would have been \$50,000 richer if the Planning
5 Board sold them the parking. And the Planning
6 Board was aware that the Zoning was -- the Zoning
7 Board was going to grant the variance, was
8 probably going to grant the variance. So another
9 hotel is required to pay for a few parking spaces.

10 As a member -- in full -- as full
11 disclosure, I'm on the Zoning Board, I was there
12 for those -- that public hearing and that vote. I
13 thought we -- we were scrupulously honest with
14 that applicant, but I guess people see things
15 differently.

16 As to the Planning Board's report, I read --
17 and if I'm taking a few extra minutes, I
18 apologize. I read the -- about the LWRP. I --
19 obviously, I dispute that, we have an LWRP.

20 The Planning Board says, "Based on the
21 discussions, it does not appear that the real
22 intention of the proposed amendment" -- "proposed
23 amendment is to address parking as an issue, but,
24 rather, enact a tax that would apply to new
25 intense uses." George doesn't like using the word

1 tax. My question is we pay tax all the time.
2 Forget income tax, but we pay tax all the time.
3 When everybody in this room bought their building,
4 they paid a 2% transfer tax, and nobody complained
5 about it. You pay a tax on your gasoline, you pay
6 a tax on your cigarettes, you pay a tax on -- on a
7 million different things. It's a fee. You know,
8 you can call it a tax, but it's a fee. If you can
9 comply with the law, with the code, you're
10 absolved from that fee. If you can't, you got to
11 pay it. It's the way of the world. I don't have
12 the numbers offhand, perhaps the attorney has it,
13 but I would bet the overwhelming majority of the
14 municipalities on Long Island have that law in
15 effect, have that fee for something.

16 So, I mean, as far as there being a tax, and
17 I don't want to be flip about it, it's like so
18 what, call it whatever you want. You know where
19 the money is going, you know what it's going to be
20 used for.

21 The Planning Board says it appears -- I
22 don't see that, I don't know how they see it. "It
23 appears to address a general revenue shortfall for
24 infrastructure maintenance in the Village." Well,
25 yeah, but only if it's related to parking. You

1 know, you said it, Mr. Vandenburg wants you to
2 put it out there. I would hope he would put it
3 out to miss members. Instead of you having to
4 talk to the BID, maybe the BID could talk to the
5 BID. It's a restricted fund. It's not to fix the
6 sewer, it's not to fix -- put air conditioning in
7 the firehouse, it's not for any of that. So, I
8 mean, if we're going to talk about it, we should
9 talk what -- the facts, instead of --

10 "It's not clear to the Planning Board based
11 on a review of the proposed amendments, that the
12 elimination of grandfather exemption as to whether
13 there would be any workable parking solution for
14 potential uses of some of the larger commercial
15 spaces, potentially available development in the
16 CR District, in particular, the Arcade and the
17 Auditorium." I spoke about this at the work
18 session. The Arcade, a mom-and-pop is not moving
19 into the Arcade, 6,000 square feet and setting up.
20 And, again, I'm not even sure what a mom-and-pop
21 is in this day and age, you know.

22 But as far as the Arcade, if a -- if a
23 deep-pockets investor -- and I'm not even sure
24 about that. Why does it have to be -- why does a
25 deep-pocket investor have to be defined as Tommy

1 Hilfiger or a corporation? A lot of people buy
2 franchises. I mentioned it the other day, a
3 7-Eleven franchise, you need \$500,000 liquid, plus
4 the franchise fee. McDonald's, you need a
5 million-five liquid, plus the franchise fee.
6 So -- and we see couples opening those stores all
7 the time. So maybe it's not out of reach for a
8 husband and wife to open up. I'm not saying a
9 franchise, we don't want to -- we don't want
10 franchises in Greenport. I know that's -- that's
11 an infamia. But a store, a franchise-like store,
12 you know, whatever. You guys know what I'm
13 talking about.

14 And as far as the Arcade -- and in addition
15 to that, and the -- and the Opera House, to go
16 into this, in zoning, I've mentioned this before,
17 there is such a thing as incentive bonus. This
18 Board has the power, if that -- and it's not spot
19 zoning. This Board has the power, if it's
20 something cultural, or the Village is in need of,
21 can absolve those places of the off-street parking
22 requirement, also, of a lot of other things. But
23 since we're talking about off-street parking, this
24 Board can absolve the Arcade, could absolve the
25 Opera House of the 80 spaces that the Opera House

1 might need. So now the Opera House is a nonissue,
2 now it's off the table, if you guys choose to
3 absolve them. And then we're forgetting there's
4 always relief. You can always go to the Zoning
5 Board and ask for relief.

6 The Zoning Board's not -- not hampered by a
7 20-space rule. If they're all free-thinkers, if
8 they decide that this is to the benefit, the
9 detriment is less than the benefit to the Village,
10 the guy gets the variance, you know, it's pretty
11 simple.

12 Before I go on, I wanted to ask, what
13 happened? I was here, most of the people were
14 here, a lot of the people were here prior to 1990.
15 Anybody here, Mary Bess, George, Julia, Sylvia,
16 anybody here remember what happened prior to 1990,
17 if somebody couldn't afford the parking? That
18 store opened up anyway. I don't know how that
19 happened.

20 MAYOR HUBBARD: Yeah.

21 (Laughter)

22 JOHN SALADINO: That code, that section of
23 the code has been in the code since 1949. It was
24 revised again in 1971, and life went on, life went
25 on. And Greenport, were there empty storefronts?

1 We talked about that, too. You know, sometimes we
2 might want to attribute it to parking. But, also,
3 we're going to have to admit, 22 years ago,
4 Greenport was a different place. You know, a lot
5 of people weren't as pumped to open up a business
6 in Greenport, and there were empty stores. So did
7 it help? Did it not help? I'm not sure. But we
8 should also look at the other side of why that law
9 was ultimately --

10 "The Village Board should consider whether
11 the elimination of grandfathering exemption may
12 not make certain structures in the CR/WC district
13 more valuable as tie-downs" -- "as tear-downs."
14 It's not permitted, it's not a permitted use.
15 Parking lots in the CR, if it's not accessory to
16 something, is not a permitted use. It's not a
17 permitted use in the Residential District. You
18 can't open a parking lot in a Residential
19 District. You can't open a parking lot in the CR
20 or the WC unless it's accessory to something. So,
21 I mean, we should think about that, too.

22 "There's no provision in the proposed
23 amendments that specifically addresses this point
24 in Section 150-21, Nonconforming Buildings With
25 Conforming Uses." I think it does, I think it

1 does address that. I think if you're in a
2 building, a nonconforming building with a
3 conforming use, and you're doing exactly what
4 you've been doing, it does address it. It's --
5 you're allowed to keep doing that.

6 So I'm not sure why, why that, and there --
7 so, plus, plus, is there -- what -- a
8 nonconforming building in the CR and the WC with a
9 conforming use, a nonconforming building, I'm not
10 sure I know what that even is. You know, the 100%
11 lot coverage. And, you know, so that's like a
12 unicorn, too, a white elephant, so I'm not sure.

13 "What is the intention of the language in
14 Section 150-16A that states, 'Any land which is
15 developed as a unit under single ownership and
16 control shall be considered a single lot for the
17 purpose of these parking regulations?'" We had
18 this in the -- the Zoning Board had this in a --
19 in a prior application and a big deal was made out
20 of it, and the applicant's representative made a
21 very big deal out of. It says that in our code.

22 Our code, again, started in 1949, it was
23 revised in 1971. This is from 1971. Any land
24 which is developed as a unit under single
25 ownership and control shall be considered a single

1 lot for the purposes of these loading
2 requirements. The intention of that code
3 provision, the intention of that law in our code
4 was for loading zones, not for -- not to make a
5 parcel that encompasses two buildings, and there's
6 a lesser use in one building and a greater use in
7 the other building. Actually, the code addresses
8 that, the current code addresses that now, too.
9 The more restrictive of the two applies. So, if
10 you have -- if you have a building that needs four
11 parking spaces, and in that same building is a
12 business that needs 20 parking spaces, the more
13 restrictive one applies. So, I mean, it's not --
14 it's not like -- it's not that hard to figure out.

15 I understand it was mentioned that two
16 lawyers did this, and we understand sometimes
17 lawyers want to pick the fly poop out of the
18 pepper, but -- but sometimes you got to -- you got
19 to kind of use commonsense, too. And I'm sure the
20 Board -- and if there's anything that's -- that's
21 not exactly, exactly perfectly clear, then there's
22 always -- there's always the opportunity for an
23 interpretation. You go to Zoning or you go to
24 Planning, you go to the Village Board, "What
25 exactly does this mean?" So I'm not sure if --

1 oh, I'm sorry.

2 "The use and application of the payment in
3 lieu of parking provision as a requirement to the
4 opening up the ordinary course of business in the
5 Village would significantly favor businesses
6 backed by deep-pocket investors and deprive" --
7 "principally derive their return from non-Village
8 residents. Example, tourism travel." Yeah, yeah.
9 I don't understand why that -- should that be -- I
10 mean, I heard -- I heard the BID stand here with a
11 22-room hotel being proposed. The opinion of the
12 BID, given by the BID president for his members,
13 and I went back and checked the minutes and he did
14 say that, was that we're 100% behind this project.
15 So, I mean, I have no idea what the cost to put up
16 a 22-room hotel and a lobby and stuff. It's got
17 to be more than 100 bucks, and it's got to be more
18 than -- than the average guy at that dais is going
19 to be able to afford. So are we in favor of
20 deep-pocket investors, or we're -- we're opposed
21 to them? We talked about the mom-and-pops.
22 Again, somebody -- I'm not sure what a mom-and-pop is.

23 "The general input Planning Board members
24 have received from small businesses that have been
25 in the Village for some period of time is that

1 they aren't sure they would have been able to open
2 their business if those added upfront costs were
3 added at that time they started their business."
4 My Dad used to say, "That was then, this is now."
5 You know, 14 years ago, 12 years ago, 10 years
6 ago, come to Greenport with a dollar and a dream,
7 you could open a business on a budget. Now, when
8 you get to Sixth Street, when you get to Saint Agnes
9 and you want to open up a business in Greenport,
10 you got to say to yourself, "Can I afford to do
11 this? Can I afford to do this? Can I afford to
12 spend the kind of money that" -- and if we're
13 talking about buying a building, or revitalizing a
14 building, after we just talked about franchise
15 fees and stuff like that, and you have to pay -- a
16 Trustee said that even a small business, the cost
17 to open it up would be in excess of \$250,000.
18 Would an extra -- depending on what you guys
19 decide to charge, if you pass this law, what you
20 decide, if it's 15, 15,000, 5,000, 2,000, somebody
21 had mentioned \$20,000, \$2500, that's the price of
22 doing business in Greenport. You want to buy a
23 house in Greenport? The 260,000 house that
24 somebody bought 15 years ago, 20 years ago is a
25 million-two now. You want to live in Greenport,

1 you got to pay a price. You want to open up a
2 business in Greenport, you got to look at the P&L
3 that you think is going to happen here and, "Well,
4 I can do this."

5 The problem that we're seeing, the problem
6 that we're hearing is, you know, people come to
7 Greenport with a three-month, four-month business
8 plan, unfortunately, they've got a 12-month rent
9 schedule.

10 You know, I -- "This again highlights the
11 implicit bias this structure has against
12 businesses started by individuals versus those
13 funded by investor money." I find that -- I find
14 that -- I don't -- I had a lot to say about that,
15 but I'll just say I don't see it as bias.

16 I think we just heard somebody say everybody
17 should be treated equally. Why is this bias? Why
18 is this bias? If I have to pay for parking -- I
19 don't have to pay for parking. But if you have to
20 pay for parking, and the next guy has to pay for
21 parking, if he changes his business or wants to
22 expand, what's -- what's wrong with that? Isn't
23 that -- isn't that -- isn't that the American way?
24 I mean, I don't understand.

25 You know, you're saying that Greenport

1 should be as -- and I hate using this word, but --
2 and not in the context where most people use it.
3 Greenport shouldn't be a sanctuary city for
4 everybody that wants to open a business. The
5 first thing -- you talk to somebody from
6 Up-Island, the first thing they say, "Oh, yeah, go
7 to Greenport, you don't have to pay for parking."
8 Why should it be like that? Why should it be like
9 that?

10 Does anybody -- I'm not going to turn
11 around, but I'll address the Board with a
12 question. Does anybody in this Village honestly
13 believe that even if this law is passed, even if
14 this provision is taken from the code, that people
15 aren't going to come to Greenport, whether they be
16 husband and wife investors, or Tommy Hilfiger, or
17 whoever else?

18 Greenport is -- I just read the New York
19 Post today, that on -- I think it was maybe
20 somebody's Facebook page. They put the article on
21 the post, that this is it, it's -- what was the
22 term, Hampton 2.0, or any --

23 TRUSTEE PHILLIPS: Yeah, I think that's what
24 it said in the article.

25 JOHN SALADINO: So, I mean, people aren't

1 going to -- if you pass this, people, again,
2 they're not going to get to Southold and say, "Oh,
3 I'm not going any further, because Greenport
4 charges for parking." That's nonsense. That's
5 nonsense.

6 So, again -- and, also, I would agree with
7 Mr. Vandenburg, I would encourage you to keep
8 this public hearing open. But I would -- because
9 I think, I think as a resident, I'm in the
10 minority, but I don't care. Speaking for the
11 residents, I think that perhaps next month there
12 might be a few more residents here that might have
13 an opinion, also.

14 So thank you, thanks for listening.

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

17 SARAH PHILLIPS: Hi. Sarah Phillips, 100
18 South Street, both resident and business owner.
19 I'll keep it super brief.

20 To identify mom-and-pop businesses, I am one
21 of them, I'm an independent operator. D'latte,
22 every liquor store within the Village, One Love
23 Beach, Frisky Oyster, Greenport Harbor, etcetera,
24 etcetera, that is what a mom-and-pop store is.
25 It's something that is independently operated by

1 the person that you see there that's also the
2 owner. It brings originality, it brings
3 creativeness and diversity to our Village, which
4 is an attraction, which is why it's being dubbed
5 Hamptons 2.0. I think what we're trying to do
6 here in this very long conversation that is very
7 circular, is we are trying to not just slow
8 development, we are trying to shape development,
9 and I think that's a more positive way for us all
10 to look at it together.

11 I think identifying the guest in a
12 restaurant versus a shopper in a retail store is
13 really hard to do. How do we know how many people
14 are getting out of the car? How long are they
15 staying in these stores for? What is the
16 difference between those two people, and why does
17 one outweigh the other? In a restaurant, you want
18 people in and out, so that would turn parking over
19 faster. That would actually help with our park
20 problem, whereas some of the other things that
21 we're talking about may not.

22 Are there any incentives that we could do or
23 build into these plans to help shape what we're
24 looking for in this Village, to continue to create
25 this diversity and create a balance between

1 residential and commercial? I think those are
2 really important questions to add into this
3 conversation for everyone.

4 I think offices also create a different
5 problem with parking, because offices tend to have
6 eight-hour employees that park and drive
7 independently of each other and sit here. So how
8 come that's not also part of this conversation?
9 It feels like it's very focused on like
10 restaurants and bars, and in the last four years
11 we've seen a lot of things with change of use. I
12 just find that to be like we're missing -- we're
13 missing a couple of very important points here.

14 Public transport, the bus does come here
15 every thirty minutes to take people back and forth
16 from other townships on this fork, so I think we
17 do have access to public transit. I just don't
18 think a lot of people like to take the public bus.

19 Can we continue to work on incentives with
20 the Long Island Railroad, with the Jitney ferry --
21 or, I'm sorry, with the Jitney to create more of
22 these things? I know a couple of years ago we
23 created a shuttle. There were some issues with
24 it, but it was something that was interesting, it
25 was experimentive. I think this is a more

1 think-outside-the-box for development for
2 Greenport.

3 I do think that we are working on the
4 problem. I've heard Moores Lane a lot, I've heard
5 it for the 11 years that I've been here. I don't
6 know how far along you are. I do think that is
7 another important part of the conversation.
8 Keeping people up to speed, that's been said
9 already.

10 I think exploring ideas like Citibank --
11 Citi Bikes in tandem. Like getting Dime Bank to
12 come along with that does create that people don't
13 want to park here, they want to park in front of
14 the shop. Well, maybe if we create another form
15 of transportation that has this kind of bucolic
16 feel to it, which is what we're trying to keep
17 here, maybe that's a great alternative for us to
18 try to explore as well.

19 Besides those two things, a couple of years
20 ago in front of the Planning Board, the property
21 next door to me was looking to be developed, and
22 it was going to be turned into a tasting from.
23 And one of the Planning Board Members had asked
24 the manager of one of the current places whether
25 or not they would allow limos versus cars, if they

1 would allow limos to do dropoffs at this location.
2 It's in complete conflict with the parking,
3 because the limos would bring eight people or more
4 with no cars, versus eight people coming in four
5 cars. So I think, again, adding that into the
6 conversation, and also trying to police something
7 like that is nearly impossible.

8 And I haven't heard a lot about the
9 residential apartments, and I think that is also
10 in conflict with one of the other developing
11 programs for affordable housing and increased use
12 on properties. So if we add more housing in
13 smaller areas, that adds more parking. And if
14 there are extra use on a single property, it
15 doesn't necessarily mean there's a driveway for
16 that person. So now you're looking at more cars
17 parked year-round on all the streets, whether it's
18 residential or within the Commercial District.

19 And I just think, lastly, that like the
20 temporary money in this particular thing that
21 we're here to talk about right now or address
22 doesn't solve our future problems, but action and
23 creative solutions will. And so I look forward to
24 just keeping the table open for us to have this
25 conversation further. Thank you.

1 MAYOR HUBBARD: Thank you.

2 RANDY WADE: Randy Wade, Sixth Street,
3 Greenport. I have loved listening to everybody
4 talk, and people have really good ideas. I was
5 very confused by the legislation at first until
6 you guys explained it, and I thought you made
7 really good points.

8 As Sarah just said, the diversity and unique
9 places that we have in the Village are something
10 to treasure. And I bet we all would also agree
11 that we don't want a monoculture. We don't want
12 all restaurants and hotels, and we certainly don't
13 want a proliferation of chain stores.

14 I went and heard Stacey Soloviev at the
15 Cutchogue Library, and she used to live in
16 East Hampton, and she said they had, you know, a
17 drug store, and a this and a that, and she saw one
18 by one they were changed over to these high-end
19 chain stores. And so we have some serious things
20 to look at and -- and plan for.

21 I was talking to Shelly earlier about -- she
22 couldn't come, but she said just make sure that if
23 she sold her business, that she could sell it to a
24 jewelry store, or something that would be similar.
25 And in looking at the code, I think you could

1 reassure people that they could sell to something
2 similar by -- instead of saying, "Makes a change
3 in the use or intensity or volume of use," say,
4 "Makes a change in the intensity of use or volume
5 of use." It's just those words I think would
6 reassure people that they could sell to a business
7 that would have similar foot traffic.

8 I also think you should pass this right
9 away, but remove the part about pricing and keep
10 the old prices. It doesn't make any sense to me
11 that we are keeping prices from decades ago.
12 We've had inflation, property values are higher.
13 Okay, we're not going to build a parking garage,
14 but, right, operating the Jitney is going to cost
15 money. I mean, I actually think it should be a
16 lease. But I say go ahead and pass this and then
17 work on how to make it more realistic, that people
18 contribute into a budget. Maybe it's the BID
19 manages the Jitney, or whatever. But I would -- I
20 would still keep the same price for the -- I
21 believe it's 20. And if you want to change it,
22 then over 20 you could do the 5,000, which is
23 still a fraction of what it should be with
24 inflation.

25 But then really soon I think you need to put

1 a cap on the number of restaurants and hotel rooms
2 that this Village can absorb. We cannot have all
3 one thing.

4 The Hamptons actually outright bans
5 nightclubs. I haven't looked at their code for
6 other things, but -- but I have heard that people
7 have, you know, communities that put caps on
8 certain types of businesses, and you could add in
9 a little growth, if you want. You could certainly
10 revisit it in some number of years. But we're at
11 a tipping point, and -- and it's serious. If we
12 want to, you know, walk -- walking down the
13 sidewalk, you want to have store windows you can
14 look in, you just don't want to have all bars and
15 restaurants.

16 And let's see. Oh, and then for chain
17 stores, we should explicitly prohibit chain
18 stores. And it could be that an owner can have no
19 more than three of the same branded business
20 anywhere else. So, yes, if you have a shop or a
21 pizza parlor Up-Island and you want to have
22 another one here, okay, but, you know, more than
23 three and then you get in the realm of we could
24 start having the craziness that they have had on
25 the South Fork, and we now have this like little

1 moment where we could keep Greenport unique.

2 Thanks.

3 MAYOR HUBBARD: Thank you. Okay. Anybody
4 else wish to address the Board?

5 (No Response)

6 MAYOR HUBBARD: Okay. At this point, I'll
7 offer a motion to keep the public hearing open on
8 this topic.

9 TRUSTEE MARTILOTTA: Second.

10 MAYOR HUBBARD: Second. 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 That will stay open. We'll take more
20 comments during the month. If anybody has written
21 comments they want to submit, send them to the
22 Village Clerk at Village Hall. Anybody listening
23 has -- that's heard the discussion tonight, they
24 want to put in comments, send it to Village Hall
25 and they'll be received. Okay?

1 All right. Next is public to address the
2 Board on any topic.

3 PATRICIA HAMMES: I'll be quick. Tricia
4 Hammes, 603 Main Street. I just -- I assume the
5 Board is aware of this, but the -- several of the
6 market rate units in 123 Sterling have gone on the
7 market, and two points with respect to that. One
8 is I was just hoping for an update on where we
9 stood on the affordable units, and getting those
10 out, so that however they're going to be sold,
11 that people that are going to be interested in
12 those are being treated equally with the people
13 that are willing to pay \$2 million for the ones
14 that are on the market now.

15 And the related point, which I already
16 brought up with the Village Administrator earlier,
17 is the advertisements for the market rate
18 apartments refer to bonus space --

19 TRUSTEE PHILLIPS: Yeah.

20 PATRICIA HAMMES: -- as opposed to the --
21 for the space that's Waterfront Commercial. And I
22 think that's somewhat misleading advertising, and
23 I think it should be taken up with the owner and
24 the advertising, because it really -- I think
25 business -- bonus, bonus space has a particular

1 implication in the real estate market when you're
2 buying, and I don't think that that is what that
3 space is intended to be. It's not bonus space.
4 So I think I had a real issue with that from an
5 advertising perspective.

6 But the bigger concern for me is, as you all
7 know, as I was very outspoken about this, is I
8 think it's absolutely imperative that the process
9 for getting those affordable units, or however you
10 want to call them, out into the public is treated
11 in the same fashion as the developer is, or the
12 current owner, that's not the developer anymore,
13 is treating the market rate apartments.

14 Thank you.

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

17 (No Response)

18 MAYOR HUBBARD: Okay. At this point, we'll
19 move on to our regular agenda.

20 I'll offer *RESOLUTION #05-2022-1,*
21 *RESOLUTION adopting the May, 2022 agenda as*
22 *printed.* So moved.

23 TRUSTEE MARTILOTTA: Second.

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE CLARKE: Aye.

1 TRUSTEE MARTILOTTA: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 Trustee Clarke.

9 TRUSTEE CLARKE: *RESOLUTION #05-2022-2,*
10 *Accepting the monthly reports of the Fire*
11 *Department, Village Administrator, Village*
12 *Treasurer, Village Clerk, Village Attorney, Mayor*
13 *and Board of Trustees. So moved.*

14 TRUSTEE MARTILOTTA: Second.

15 MAYOR HUBBARD: All in favor?

16 TRUSTEE CLARKE: Aye.

17 TRUSTEE MARTILOTTA: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 TRUSTEE ROBINS: Aye.

20 MAYOR HUBBARD: Aye.

21 Opposed?

22 (No Response)

23 MAYOR HUBBARD: Motion carried.

24 TRUSTEE MARTILOTTA: *RESOLUTION #05-2022-2,*
25 *Resolution -- Oh, what am I doing? -3, RESOLUTION*

1 *ratifying the following two resolutions previously*
2 *approved by the Board of Trustees at the Trustees'*
3 *Work Session meeting held on May 19th, 2022:*

4 *RESOLUTION approving the attached SEQRA*
5 *resolution regarding the project detailed in the*
6 *application by The Friends of Mitchell Park for*
7 *Round 20 of the Suffolk County Downtown*
8 *Revitalization Grant for the renovation of the*
9 *public restrooms at Mitchell Park, adopting lead*
10 *agency status, determining that the renovation of*
11 *the public restrooms to be an Unlisted Action for*
12 *purposes of SEQRA, and that the restoration of the*
13 *public restrooms will not have a significant*
14 *negative impact on the environment, and adopting a*
15 *negative declaration for the purposes of SEQRA;*
16 *and*

17 *RESOLUTION approving the attached resolution*
18 *supporting the application by Friends of Mitchell*
19 *Park for Round 20 of the Suffolk County Downtown*
20 *Revitalization Grant for the renovation of the*
21 *public restrooms in Mitchell Park, approving an*
22 *Inter-Municipal Agreement between The Village of*
23 *Greenport and Suffolk County, and executing an*
24 *easement. 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 #05-2022-4,*
11 *RESOLUTION approving the application for*
12 *membership of Joseph F. Holmes, Jr. to the Star*
13 *Hose Company #3 of the Greenport Fire Department,*
14 *as approved by the Village of Greenport Fire*
15 *Department Board of Wardens on May 18th, 2022.*

16 So moved.

17 TRUSTEE ROBINS: Second.

18 MAYOR HUBBARD: All in favor?

19 TRUSTEE CLARKE: Aye.

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 TRUSTEE ROBINS: Aye.

23 MAYOR HUBBARD: Aye.

24 Opposed?

25 (No Response)

1 MAYOR HUBBARD: Motion carried.

2 TRUSTEE ROBINS: *RESOLUTION #05-2022-5,*
3 *RESOLUTION approving an increase in the hourly*
4 *wage rate of Anthony Yasso, from \$16.48 per hour*
5 *to \$18.00 per hour effective May 4th, 2022, owing*
6 *to a revision of the employee's Civil Service*
7 *title from Groundskeeper I (in the Road*
8 *Department) to Maintenance Mechanic II (in the*
9 *Electric Department), which was an advertised open*
10 *position in the Village of Greenport. So moved.*

11 TRUSTEE CLARKE: Second.

12 MAYOR HUBBARD: All in favor?

13 TRUSTEE CLARKE: Aye.

14 TRUSTEE MARTILOTTA: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE ROBINS: Aye.

17 MAYOR HUBBARD: Aye.

18 Opposed?

19 (No Response)

20 MAYOR HUBBARD: Motion carried.

21 TRUSTEE CLARKE: *RESOLUTION #05-2022-6,*
22 *Approving the attached quotation submitted by DeAl*
23 *Concrete Corporation for the construction of curbs*
24 *and sidewalks on portions of Third Street and*
25 *portions of Fourth Avenue, in the total amount of*

1 *\$101,157.80, to be expensed from account*
2 *H.5110.200 (Road Construction), with reimbursement*
3 *of the total amount of \$101,157.80 by the County*
4 *of Suffolk Community Development, and authorizing*
5 *Mayor Hubbard to sign the contract between the*
6 *Village of Greenport and DeAl Concrete*
7 *Corporation. So moved.*

8 TRUSTEE MARTILOTTA: Second.

9 MAYOR HUBBARD: All in --

10 TRUSTEE PHILLIPS: Mr. Mayor, just as a
11 point of clarification and communication. Since
12 there has been some comments about Fourth Street
13 not being paved yet, this is dealing with the
14 curbing that had to be done -- there had to be
15 additional curbing and side -- curbing that had to
16 be done before we could finish paving; is that my
17 understanding?

18 MAYOR HUBBARD: Yes. This is not part of
19 that.

20 TRUSTEE PHILLIPS: No, it's not part of it,
21 but I'd like it just to be made mention of.

22 MAYOR HUBBARD: Everything is done.

23 TRUSTEE PHILLIPS: Okay.

24 MAYOR HUBBARD: Corazzini finished their
25 project on Shelter Island. We contacted them on

1 Tuesday, I believe it was, and they said they'll
2 be here mid to the end of next week to pave
3 Wiggins Street and Fourth Street.

4 TRUSTEE PHILLIPS: Okay. I just wanted to
5 get that into --

6 MAYOR HUBBARD: Okay. All right. All in
7 favor?

8 TRUSTEE CLARKE: Aye.

9 TRUSTEE MARTILOTTA: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE ROBINS: Aye.

12 MAYOR HUBBARD: Aye.

13 Opposed?

14 (No Response)

15 MAYOR HUBBARD: Motion carried.

16 TRUSTEE MARTILOTTA: *RESOLUTION #05-2022-7,*
17 *RESOLUTION approving the attached Change Order #3*
18 *from GTX Construction Associates Corp. in the*
19 *total amount of \$5,300.00 for the additional labor*
20 *and materials required for the Fifth Street*
21 *Restrooms Rehabilitation Project. So moved.*

22 TRUSTEE PHILLIPS: Second.

23 MAYOR HUBBARD: All in favor?

24 TRUSTEE CLARKE: Aye.

25 TRUSTEE MARTILOTTA: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 TRUSTEE ROBINS: Aye.

3 MAYOR HUBBARD: Aye.

4 Opposed?

5 (No Response)

6 MAYOR HUBBARD: Motion carried.

7 TRUSTEE PHILLIPS: *RESOLUTION #05-2022-8,*
8 *RESOLUTION approving the attached Access Agreement*
9 *between the Village of Greenport and Higgins*
10 *Marine allowing Higgins Marine to use a portion of*
11 *the Village of Greenport-owned property at Clark's*
12 *Beach, to allow access to the adjacent properties*
13 *for the temporary staging and storage of materials*
14 *to be used for the building of a revetment on*
15 *adjacent private property, and authorizing*
16 *Mayor Hubbard to sign the Access Agreement between*
17 *the Village of Greenport and Higgins Marine.*

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 TRUSTEE ROBINS: *RESOLUTION #05-2022-9,*
5 *RESOLUTION approving the attached Sanitary Sewage*
6 *Agreement between the Village of Greenport and*
7 *North Road Hotel LLC (Sunset Motel) and*
8 *authorizing Mayor Hubbard to sign the Sanitary*
9 *Sewage Agreement between the Village of Greenport*
10 *and North Road Hotel LLC. So moved.*

11 TRUSTEE CLARKE: Second.

12 MAYOR HUBBARD: All in favor?

13 TRUSTEE CLARKE: Aye.

14 TRUSTEE MARTILOTTA: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE ROBINS: Aye.

17 MAYOR HUBBARD: Aye.

18 Opposed?

19 (No Response)

20 MAYOR HUBBARD: Motion carried.

21 TRUSTEE CLARKE: *RESOLUTION #05-2020 --*
22 *2022-10, Approving an increase in the hourly wage*
23 *rate for Richard Albanese, from \$24.89 per hour to*
24 *\$30.00 per hour, effective June 1st, 2022 owing to*
25 *the acquisition of substantial expertise in his*

1 *area of work experience, per Article VII (Salaries*
2 *and Compensation), Section 9 (b) - Merit Clause -*
3 *of the collective bargaining agreement currently*
4 *in force between the Village of Greenport and CSEA*
5 *Local 1000. So moved.*

6 TRUSTEE MARTILOTTA: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE CLARKE: Aye.

9 TRUSTEE MARTILOTTA: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE ROBINS: Aye.

12 MAYOR HUBBARD: Aye.

13 Opposed?

14 (No Response)

15 MAYOR HUBBARD: Motion carried.

16 TRUSTEE MARTILOTTA: *RESOLUTION #05-2022-11,*
17 *RESOLUTION approving an increase in the hourly*
18 *wage rate for Bernardo Bolanos, from \$25.75 per*
19 *hour to \$30.00 per hour, effective June 1st, 2022*
20 *owing to the acquisition of substantial expertise*
21 *in his area of work -- his area of work*
22 *expertise -- experience -- I apologize. In the*
23 *area of his work experience per Article VII*
24 *(Salaries and Compensation), Section 9 (b) - Merit*
25 *Clause - of the collective bargaining agreement*

1 *currently in force between the Village of*
2 *Greenport and CSEA Local 1000. So moved.*

3 TRUSTEE PHILLIPS: Second.

4 MAYOR HUBBARD: All in favor?

5 TRUSTEE CLARKE: Aye.

6 TRUSTEE MARTILOTTA: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE ROBINS: Aye.

9 MAYOR HUBBARD: Aye.

10 Opposed?

11 (No Response)

12 MAYOR HUBBARD: Motion carried.

13 TRUSTEE PHILLIPS: *RESOLUTION #05-2022-12,*
14 *RESOLUTION approving the attached Municipal*
15 *Advisor Services Agreement between the Village of*
16 *Greenport and Munistat Services Inc. for municipal*
17 *financial advisory services, in the amount of*
18 *\$3,500.00, to be expensed from account A.1325.433*
19 *(Bond Counsel/ Financial Advisor), and authorizing*
20 *Mayor Hubbard to sign the Municipal Advisor*
21 *Services Agreement between the Village of*
22 *Greenport and Munistat Services Inc. So moved.*

23 TRUSTEE ROBINS: Second.

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE CLARKE: Aye.

1 TRUSTEE MARTILOTTA: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 TRUSTEE ROBINS: *RESOLUTION #05-2022-13,*
9 *RESOLUTION authorizing Mayor Hubbard to sign the*
10 *attached Engagement Letter between the Village of*
11 *Greenport and the Village of Greenport audit firm*
12 *of Cullen & Danowski, per Resolution #12-2020-8.*
13 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.

24 TRUSTEE CLARKE: *RESOLUTION #05-2022-14,*
25 *Approving the Public Assembly Permit Application*

1 *submitted by the Southold Town Police Department*
2 *and Paul Drum Life Experience Project for the use*
3 *of a portion of Mitchell Park from 10 a.m. through*
4 *12 noon on August 4th, 2022 for a Police Festival,*
5 *with the application fee for this event to be*
6 *waived. 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 #05-2022-15,*
18 *RESOLUTION authorizing Mayor Hubbard to sign the*
19 *attached Letter of Support to the New York State*
20 *Department of Environmental Conservation for the*
21 *permit modification of the Widow's Hole Preserve*
22 *Restoration Project to be undertaken by the*
23 *Peconic Land Trust. So moved.*

24 TRUSTEE PHILLIPS: Second.

25 MAYOR HUBBARD: All in favor?

1 TRUSTEE CLARKE: Aye.

2 TRUSTEE MARTILOTTA: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE ROBINS: Aye.

5 MAYOR HUBBARD: Aye.

6 Opposed?

7 (No Response)

8 MAYOR HUBBARD: Motion carried.

9 TRUSTEE PHILLIPS: *RESOLUTION #05-2022-16,*
10 *RESOLUTION accepting the Annual MS4 Report for the*
11 *period ending March 9, 2022 and authorizing*
12 *Village Administrator Pallas to sign the*
13 *Certification Statement in the accepted MS4*
14 *Report. 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 #05-2022-17,*

1 *RESOLUTION approving the "Guidelines for*
2 *Applications to the Historic Preservation*
3 *Commission for a Certificate of Appropriateness*
4 *for Buildings in the Greenport Historic District*
5 *(as of November 2021)" as recommended to the*
6 *Village of Greenport Board of Trustees by the*
7 *Village of Greenport Historic Preservation*
8 *Commission. So moved.*

9 TRUSTEE CLARKE: Second.

10 MAYOR HUBBARD: All in favor?

11 TRUSTEE CLARKE: Aye.

12 TRUSTEE MARTILOTTA: Aye.

13 TRUSTEE PHILLIPS: Aye.

14 TRUSTEE ROBINS: Aye.

15 MAYOR HUBBARD: Aye.

16 Opposed?

17 (No Response)

18 MAYOR HUBBARD: Motion carried.

19 TRUSTEE CLARKE: *RESOLUTION #05-2022-18,*
20 *Awarding the contract for the replacement of*
21 *batteries and battery racks at the Village of*
22 *Greenport Power Plant to Haugland Energy LLC - the*
23 *sole bidder - at a total cost of \$44,800.00, per*
24 *the bid opening on February 7, 2022 and*
25 *authorizing Mayor Hubbard to sign the contract*

1 *between the Village of Greenport and Haugland*
2 *Energy LLC. So moved.*

3 TRUSTEE MARTILOTTA: Second.

4 MAYOR HUBBARD: All in favor?

5 TRUSTEE CLARKE: Aye.

6 TRUSTEE ROBINS: Aye.

7 TRUSTEE MARTILOTTA: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 MAYOR HUBBARD: Aye.

10 Opposed?

11 (No Response)

12 MAYOR HUBBARD: Motion carried.

13 TRUSTEE MARTILOTTA: *RESOLUTION #05-2022-19,*
14 *RESOLUTION awarding the contract for engineering*
15 *design services for modifications to the Third*
16 *Street Fire Station building and the "annex*
17 *building" at the Third Street Fire Station to*
18 *Sendlewski Architects PC - the lowest bidder - at*
19 *a total cost of \$45,200.00, per the bid opening on*
20 *March 31st, 2022 and authorizing Mayor Hubbard to*
21 *sign the contract between the Village of Greenport*
22 *and Sendlewski Architects LLC. So moved.*

23 TRUSTEE PHILLIPS: Second.

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE CLARKE: Aye.

1 TRUSTEE MARTILOTTA: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 TRUSTEE PHILLIPS: *RESOLUTION #05-2022-20,*
9 *RESOLUTION scheduling a public hearing for*
10 *7 p.m. on June 23rd, 2022 at the Third Street Fire*
11 *Station, Third and South Streets, Greenport, New*
12 *York, 11944 regarding the Wetlands Permit*
13 *Application submitted by Costello Marine*
14 *Contracting Corp. on behalf of Nathaniel and*
15 *Emily -- I'm sorry, Ewing for the property located*
16 *at 230 Fourth Street, Greenport, New York, 11944*
17 *to: Remove the existing wood ramp leading to the*
18 *existing fixed dock, elevate the existing 5' x 85'*
19 *fixed dock approximately 16", re-deck the dock*
20 *using 5/4" x 6" untreated lumber, extend the fixed*
21 *dock by 24', install a 3' x 16' ramp leading to an*
22 *8' x 24' floating dock secured in-place by three*
23 *10" diameter mooring pilings, remove the existing*
24 *42" x 24' ramp and 6' x 20' floating dock,*
25 *construct a new 166' +/- low sill bulkhead in*

1 *front of remains of the existing 106' steel*
2 *bulkhead, reclaim approximately 30 cubic yards of*
3 *fill within a 10' x 30' area to a depth of - 4.0',*
4 *with dredge spoil to be used to fill void between*
5 *old and new bulkhead sheathing, remove remnants of*
6 *old steel sheathing in one area only; and*
7 *directing Clerk Pirillo to notice the public*
8 *hearing accordingly. 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 ROBINS: *RESOLUTION #05-2022-21,*
20 *RESOLUTION scheduling a public hearing for*
21 *7:00 p.m. on June 23rd, 2022 at the Third Street*
22 *Fire Station, Third and South Streets, Greenport,*
23 *New York, 11944 regarding the Wetlands Permit*
24 *Application submitted by Cole Environmental*
25 *Services on behalf of Paula Casey for the property*

1 *located at 20 Beach Street (aka Sandy Beach Road),*
2 *Greenport, New York, 11944 to construct an*
3 *8' x 12.25' raised deck leading to a 4' x 89'*
4 *catwalk 4.5' above grade with open grate decking,*
5 *leading to a 3' x 14' ramp and 6' x 16' float,*
6 *with the existing bulkhead to be removed and*
7 *replaced, and the 10' return on the northwestern*
8 *side to be realigned on the property line; and*
9 *directing Clerk Pirillo to notice the public*
10 *hearing accordingly. So moved.*

11 TRUSTEE CLARKE: Second.

12 MAYOR HUBBARD: All in favor?

13 TRUSTEE CLARKE: Aye.

14 TRUSTEE MARTILOTTA: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE ROBINS: Aye.

17 MAYOR HUBBARD: Aye.

18 Opposed?

19 (No Response)

20 MAYOR HUBBARD: Motion carried.

21 TRUSTEE CLARKE: *RESOLUTION #05-2022-22,*
22 *Accepting the resignation of Inessa Bittner as an*
23 *Account Clerk for the Village of Greenport,*
24 *effective May 23rd, 2022; per the resignation*
25 *letter dated May 10th, 2022. 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 #05-2022-23,*
12 *RESOLUTION hiring Camryn Sara Trant as a part-time*
13 *seasonal Camp Counselor, at an hourly wage rate of*
14 *\$15.00 per hour, effective June 1st, 2022. So moved.*

15 TRUSTEE PHILLIPS: Second.

16 MAYOR HUBBARD: All in favor?

17 TRUSTEE CLARKE: Aye.

18 TRUSTEE ROBINS: Aye.

19 TRUSTEE MARTILOTTA: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 MAYOR HUBBARD: Aye.

22 Opposed?

23 (No Response)

24 MAYOR HUBBARD: Motion carried.

25 TRUSTEE PHILLIPS: *RESOLUTION #05-2022-24,*

1 *RESOLUTION hiring David Malcolm Mallin-Latney as a*
2 *part-time seasonal Camp Counselor, at an hourly*
3 *wage rate of \$15.00 per hour, effective June 1st,*
4 *2022. So moved.*

5 TRUSTEE ROBINS: Second.

6 MAYOR HUBBARD: All in favor?

7 TRUSTEE CLARKE: Aye.

8 TRUSTEE MARTILOTTA: Aye.

9 TRUSTEE PHILLIPS: Aye.

10 TRUSTEE ROBINS: Aye.

11 MAYOR HUBBARD: Aye.

12 Opposed?

13 (No Response)

14 MAYOR HUBBARD: Motion carried.

15 TRUSTEE ROBINS: *RESOLUTION #05-2022-25,*
16 *RESOLUTION hiring Aidan Charles Harper as a*
17 *part-time seasonal Carousel employee at an hourly*
18 *wage rate of \$15.00 per hour, effective June 1st,*
19 *2022. So moved.*

20 TRUSTEE CLARKE: Second.

21 MAYOR HUBBARD: All in favor?

22 TRUSTEE CLARKE: Aye.

23 TRUSTEE MARTILOTTA: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 TRUSTEE ROBINS: Aye.

1 MAYOR HUBBARD: Aye.

2 Opposed?

3 (No Response)

4 MAYOR HUBBARD: Motion carried.

5 TRUSTEE CLARKE: *RESOLUTION #05-2022-26,*
6 *Ratifying the hiring of Christopher Mathew*
7 *Malinowski as a part-time seasonal Carousel*
8 *employee at an hourly wage rate of \$15.00 per*
9 *hour, effective April 30th, 2022. So moved.*

10 TRUSTEE MARTILOTTA: Second.

11 MAYOR HUBBARD: All in favor?

12 TRUSTEE CLARKE: Aye.

13 TRUSTEE MARTILOTTA: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 TRUSTEE ROBINS: Aye.

16 MAYOR HUBBARD: Aye.

17 Opposed?

18 (No Response)

19 MAYOR HUBBARD: Motion carried.

20 TRUSTEE MARTILOTTA: *RESOLUTION #05-2022-27,*
21 *RESOLUTION ratifying the hiring of Andrea*
22 *Malinowski as a part-time seasonal Carousel and*
23 *Marina Office employee at an hourly wage rate of*
24 *\$15.00 per hour, effective May 14, 2022.*
25 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 #05-2022-28,*
12 *RESOLUTION hiring Jay Tramontana as a part-time*
13 *seasonal lifeguard at the Fifth Street Beach at an*
14 *hourly wage rate of \$20.00 per hour, effective*
15 *June 25th, 2022. 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 #05-2022-29,*
2 *RESOLUTION hiring Christina LaPera as a part-time*
3 *seasonal lifeguard at Fifth Street Beach at an*
4 *hourly wage rate of \$20.00 per hour, effective*
5 *June 25th, 2022. So moved.*

6 TRUSTEE CLARKE: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE CLARKE: Aye.

9 TRUSTEE MARTILOTTA: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE ROBINS: Aye.

12 MAYOR HUBBARD: Aye.

13 Opposed?

14 (No Response)

15 MAYOR HUBBARD: Motion carried.

16 TRUSTEE CLARKE: *RESOLUTION #05-2022-30,*
17 *RESOLUTION hiring Abaigail Kunz as a part-time*
18 *seasonal lifeguard at Fifth Street Beach at an*
19 *hourly wage rate of \$20.00 per hour, effective*
20 *June 25th, 2022. So moved.*

21 TRUSTEE MARTILOTTA: Second.

22 MAYOR HUBBARD: All in favor?

23 TRUSTEE CLARKE: Aye.

24 TRUSTEE MARTILOTTA: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 TRUSTEE ROBINS: Aye.

2 MAYOR HUBBARD: Aye.

3 Opposed?

4 (No Response)

5 MAYOR HUBBARD: Motion carried.

6 MAYOR HUBBARD: *RESOLUTION #05-2022-31,*
7 *RESOLUTION hiring Juan Diaz as a part-time*
8 *seasonal Park Attendant for the Mitchell Park*
9 *Marina at an hourly wage rate of \$20.00 per hour,*
10 *effective May 28, 2022. So moved.*

11 TRUSTEE PHILLIPS: Second.

12 MAYOR HUBBARD: All in favor?

13 TRUSTEE CLARKE: Aye.

14 TRUSTEE MARTILOTTA: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE ROBINS: Aye.

17 MAYOR HUBBARD: Aye.

18 Opposed?

19 (No Response)

20 MAYOR HUBBARD: Motion carried.

21 TRUSTEE PHILLIPS: Mr. Mayor, before I read
22 this resolution, going back to Resolution
23 #05-2022-26, it says effective April 30th. Is
24 that correct? That's a long time not to get paid.
25 I'm just asking.

1 CLERK PIRILLO: As far as we know, yes.

2 MAYOR HUBBARD: Okay. We have to ask Robert
3 that and the Payroll Department

4 TRUSTEE PHILLIPS: Okay. All right. Well,
5 then I'll just -- I'll just --

6 MAYOR HUBBARD: So, it may have something
7 that didn't actually get a resolution approving
8 the hiring at the time or something. I don't
9 know.

10 TRUSTEE PHILLIPS: Okay.

11 MAYOR HUBBARD: We'd have to ask Robert
12 that.

13 TRUSTEE PHILLIPS: Okay.

14 ATTORNEY PROKOP: It would be --

15 MAYOR HUBBARD: Paul will verify that in the
16 morning.

17 MR. PROKOP: It's pending confirmation from
18 the Treasurer. It doesn't -- it wouldn't
19 authorize payment to somebody that was not
20 entitled to --

21 TRUSTEE PHILLIPS: Well, I'm not going --
22 he's been -- he's been working, at least.

23 MR. PROKOP: Okay.

24 TRUSTEE PHILLIPS: It's just the date seems
25 to be far out. Okay.

1 Getting back to *RESOLUTION #05-2022-32*,
2 *RESOLUTION scheduling a joint meeting with the*
3 *Town of Southold Council for June 14th, 2022 at*
4 *9 a.m. at Southold Town Hall, 53095 Main Road,*
5 *Southold, New York. So moved.*

6 TRUSTEE ROBINS: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE CLARKE: Aye.

9 TRUSTEE MARTILOTTA: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE ROBINS: Aye.

12 MAYOR HUBBARD: Aye.

13 Opposed?

14 (No Response)

15 MAYOR HUBBARD: Motion carried.

16 TRUSTEE ROBINS: *RESOLUTION #05-2022-33*,
17 *RESOLUTION approving all checks per the Voucher*
18 *Summary Report dated May 23rd, 2022, in the total*
19 *amount of \$1,033,978.39 consisting of:*

20 o *All regular checks in the amount of*
21 *\$953,636.35, and*

22 o *All prepaid checks (including wire*
23 *transfers) in the amount of \$80,342.04. 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 Okay. That concludes our regular business.

10 I want to thank everybody for coming. All the
11 public comments and all are very helpful to us.

12 Also, I just want everybody to say a prayer
13 for a departed serviceman or woman on Memorial Day
14 weekend. Just keep in your prayers what you've
15 got going on. Let's enjoy it, but let's also
16 think of them and their families.

17 I offer a motion to adjourn at 8:50.

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

(No Response)

MAYOR HUBBARD: Motion carried. Thank you.

(The Meeting was Adjourned at 8:50 p.m.)

February 10, 2022

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

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

- Section 1.0 Title, Enactment, Effective Date,
Purpose and Intent.
- 1.1 Title of Local Law
 - 1.2 Enactment.
 - 1.3 Effective Date.
 - 1.4 Purpose and Intent of Local Law.
- 2.0 General Provisions.
- 2.1 Creating Section 150-30.2.
 - 2.1 Amendment of Section 115-13J.
- 3.0 Severability.
- 1.1 Title.

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

- 1.2. Enactment.

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

February 10, 2022

Greenport.

1.3. Effective Date.

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

1.4 Purpose and Intent of Local Law.

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

2.0 General Provisions.

2.1 Creation of Section 150-30.2

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

“150-30.2 Curb Cuts, Aprons Rules & Regulations

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

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

150-30.2(B) Construction Specifications

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

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

All aprons and curbs cuts must be constructed in concrete.

February 10, 2022

150-30.2(D) Application for Curb Cut Permit

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

Section 150-30.2(E) Planning Board Review

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

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

February 10, 2022

150-30.2(F) Fees

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

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

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

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

February 10, 2022

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

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

Section 150-30.2(G) Adjusting Existing Curb Cuts

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

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

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

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

February 10, 2022

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

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

2.2 Amendment of Section 115-13J

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

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

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

3.0 Severability

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

LOCAL LAW NO. OF THE YEAR 2022
A LOCAL LAW AMENDING SECTIONS 150-12(C),
150-16(A)(1), AND 150-16(G) AND DELETING SECTION 150-12A2
OF THE GREENPORT VILLAGE CODE
TO AMEND THE PARKING REGULATIONS
OF THE VILLAGE OF GREENPORT

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

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

1.1 Title of Local Law

1.2 Enactment.

1.3 Effective Date.

1.4 Purpose and Intent of Local Law.

2.0 General Provisions.

2.1 Amendment to Section 150-12(C).

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

2.2 Deletion of Section 150-16(A)(2)

2.2 Amendment of Section 150-16(G).

3.0 Severability.

1.1 Title.

This Local Law shall be entitled “Local Law of 2022 Deleting Section
150-12(C) and Amending Section 150-16 (create 150-16(A)(1), and 150-16(G) and deleting
Section 150-16(A)(2) to amend the parking regulations of the Village of Greenport.

1.2. Enactment.

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

1.3. Effective Date.

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

1.4 Purpose and Intent of Local Law.

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

2.0 General Provisions.

2.1 Amendment of Section 150-12(C)

Section 150-12(C) of the Greenport Village Code is hereby amended to read as follows:

“Where the person or entity owning or occupying a premises or a portion of a premises in the CR or WC Districts in the Village of Greenport changes, or the same person or entity owning or occupying a premises makes a change in the use or the intensity or volume of the use, or there is a physical alteration or expansion of the premises, the off-street parking requirement for the use of the premises shall not be increased unless there is either (1) a change in the nature of the use of the premises or (2) an expansion or increase in the volume or intensity of the use of the premises resulting in an increase in the off premises parking requirement for the premises of at least twenty percent (20%), whereupon the person or entity owning or occupying the premises the premises shall

be required to provide off-street parking for the full amount by which the off-street parking requirement for the premises or portion of the premises has increased.

2.2 Amendment of Section 150-16

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

“§ 150-16(A)(1)

Parking and loading regulations.

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

(1) Schedule of parking requirements. Accessory off-street parking spaces, open or enclosed, shall be provided for any use as specified below. Any land which is developed as a unit under single ownership and control shall be considered a single lot for the purpose of these parking regulations. Reasonable and appropriate off-street parking requirements for structures and uses which do not fall within the categories listed below shall be determined by the Planning Board upon consideration of all factors entering into the parking needs of each such use. Upon a showing to the Planning Board by the owner of a property of a reduced need for parking on a site or property as required by this Section, the Planning Board may grant a reduction of up to ten percent (10%) of the parking required for a particular use based on a showing that the particular circumstances of a property and the use to be made of that property require less parking than that required by this Chapter.

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

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

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

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

“G. (1) The Planning Board may when it deems it to be in the best interest of the Village, require an owner to deposit a cash payment in lieu of any parking requirements set forth in this section or § 150-12, but not to exceed a waiver of more than 50 % of the required parking spaces or 20 required parking spaces, whichever results in a lesser waiver of required parking spaces. The amount to be paid shall be; (A) \$1,000 per parking space required but not provided if the number of spaces required but not provided is ten or less spaces; (B) \$2,500 per parking space required but not provided if the number of spaces required but not provided is more than 10 spaces but not more than 30 spaces; and (C) \$5,000 for each space required but not provided if the number of spaces that is required but not provided is greater than 30 spaces. Said funds will be deposited and maintained by the Village in a special fund and used by the Village for the construction, acquisition or maintenance of public parking facilities.

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

3.0 Severability

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

BOARD OF TRUSTEES

VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING
THE PROJECT DETAILED IN THE APPLICATION BY THE FRIENDS
OF MITCHELL PARK FOR ROUND 20 OF THE SUFFOLK COUNTY
DOWNTOWN REVITALIZATION GRANT FOR THE RESTORATION
OF THE PUBLIC RESTROOMS IN MITCHELL PARK

WHEREAS the Friends of Mitchell Park of the Village of Greenport has applied for grant funding from Suffolk County for the proposed restoration of the public restrooms in Mitchell Park and is proposing the commencement of this project, and:

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Board of Trustees of the Village of Greenport in its consideration and possible action on the proposed restoration of the public restrooms in Mitchell Park with regard to SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA, and it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the proposed restoration of the public restrooms in Mitchell Park is considered 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 a community's current plans or goals, and;

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

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

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

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

Will not result in changes in two or more elements of the environment, each of which is not significant but when reviewed together are significant or does not involve two or more related actions each of which is not significant but when reviewed together are significant, and that it is therefore;

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

Downtown Revitalization Program Resolution re: Village-Owned Land

WHEREAS, the Village of Greenport is always desirous to improve the economy and quality of life within the Village of Greenport; and

WHEREAS, through the Suffolk County Downtown Revitalization Program, the County of Suffolk participates with local governments in the development, support and funding of projects located in Suffolk County that will have an important and sustainable impact on downtowns and business districts; and

WHEREAS, as part of the application process in conformity with Suffolk County Resolution No. 808-1998, the County of Suffolk requires a resolution of the Village of Greenport Board of Trustees showing local support for the proposed project; and

WHEREAS, upon the County's approval of the project, the Village of Greenport would be required to enter into an intermunicipal agreement with the County under Article 5-G of the General Municipal Law pursuant to which the Village of Greenport would be required to undertake and complete the project and the County would be responsible for providing financing for all or part of the cost of the project; and

WHEREAS, in order to provide County financing for all or part of the project, the County of Suffolk must obtain a leasehold, easement or other real property interest in the site of the project; and

WHEREAS, the Friends of Mitchell Park is desirous of proposing that the Village of Greenport participate in such program in connection with the restoration of the public restrooms in Mitchell Park and the Village will be applying for \$ 30,000.00 under the program;

NOW THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Village of Greenport hereby states its support of the restoration of the public restrooms in Mitchell Park project proposed by the Friends of Mitchell Park pursuant to the Suffolk County Downtown Revitalization Program through the Village of Greenport; and be it further

RESOLVED, that the Village Board of the Village of Greenport authorizes the Mayor to sign any and all necessary documents, including but not limited to the required easement/lease documents and an intermunicipal agreement, subject to review and approval of the Village Attorney, to participate in the above-referenced program.

DeAl Concrete Corp.

P.O. Box 2038
St James NY, 11780
631-319-6117

Estimate

Estimate No: 660
Date: 05/10/2022

For: VILLAGE OF GREENPORT

Description	Amount
SUFFOLK COUNTY DPW CONTRACT #ADA-090519 JOB: THIRD ST. & FOURTH ST & SOUTH AVE AROUND THE FIRE HOUSE EXCLUDING WHERE THERE ISN'T SIDEWALK EXISTING ON FOURTH ST.	\$101,157.80
ITEM 203.02 UNCL. EXCAVATION 90CY X 130.00= \$11,700.00	
ITEM 608.0101 CONCRETE SIDEWALK & APRONS 50CY X 750.00= \$37,500.00	
ITEM 610.1402 TOPSOIL 60CY X 65.00= \$3,900.00	
ITEM 610.1601 TURF ESTABLISHMENT 540SY X 6.99= \$3,240.00	
ITEM 304.10119917 SUBBASE 60CY X 70= \$4,200.00	
ITEM 608.01050409 HC RAMP TYPE (3) 4 EACH X 5,500.00= \$22,000.00	
ITEM 608.01050509 HC RAMP TYPE (5) 2 EACH X 6,000= \$12,000.00	
ITEM 619.01 TRAFFIC MAINT. 07% X 94,540.00= \$6,617.80	
Subtotal	\$101,157.80
0%	\$0.00
Total	\$101,157.80
Total	\$101,157.80

GTX CONSTRUCTION ASSOCIATES, CORP.
Building Today with the Vision of Tomorrow

80 Henry Street
Freeport, NY 11520
Office: (516) 623-0840
www.gtxconstruction.com

May 17, 2022

Paul Pallas
Village of Greenport
236 Third Street
Greenport, NY 11944

Re: Proposal for Additional Work at the Fifth Street Beach/Park Public Restrooms

Dear Mr. Pallas:

The existing concrete condition in the shower area is pitching towards the inside of the men's bathroom.

It is our recommendation to scarify the inside of the concrete floor and outside and install new surface pitching away from the building.

- The total cost to perform this work will be \$5,300 which includes all labor & materials.
- All work will be performed in a professional manner and will be performed during regular working hours.

If you have any questions, please feel free to contact us.

Thank you,

Giovanni Napolitano

Giovanni Napolitano
Project Executive

TEMPORARY ACCESS LICENSE AGREEMENT

Agreement made this day of May, 2022 by and between the Village of Greenport, with an office address of 236 Third Street, Greenport, New York 11944, (the "Village"), and Higgins Marine Construction, Inc., a New York corporation with an office address of _____, P.O. Box 748, Greenport, New York 11944, ("Higgins") regarding temporary granting of a license for access at the Village's property at Clarks Beach for temporary access to adjoining private properties and temporary storage (the "Project").

RECITALS

WHEREAS the Village is the owner of certain real property located on the North Road, Greenport, New York, which property is commonly known and is referred to herein as Clarks Beach ("Property"); and

WHEREAS Higgins requests access to the Property in order to perform work in the nature of the construction of five rock revetment walls on private property that are adjacent to Clark's Beach.

AGREEMENT

NOW THEREFORE, for the agreements set forth below and other valuable consideration as stated herein, the Village and Higgins agree as follows:

1. TEMPORARY ACCESS

The Village agrees to, and shall provide temporary access to, Higgins, and to no other party, to a limited area and portion of the Property known as Clark's Beach and designated in Exhibit A to this Agreement, for purposes of temporary access to perform work on the residential properties to the west of Clark's Beach and for temporary storage of equipment (one four-hundred (400) square foot area as indicated) and materials (one four-hundred (400) square foot area as indicated) to be used in that work, as detailed in the proposal by Higgins dated October 20, 2021 (attached) which is made part hereof, and the access and storage areas indicated in the attached Exhibit A. This access is limited to Higgins Marine Construction, Inc. only.

2. DESCRIPTION

The use of the Property shall be limited to the temporary driving and beach access that is necessary and the two four-hundred square foot areas required for the storage of materials and equipment necessary for the work described in the attached Proposal, which is the construction of five rock revetments on private property and no other access or work.

3. **TERM**

The temporary access granted by this Agreement shall commence on or about November 1, 2022 and shall continue until the earlier of either the completion of the five rock revetment walls, or January 15, 2023, when the access granted by this Agreement shall end and (1) all equipment and materials shall be removed from Village property; and (2) any Village property used for access or storage by Higgins shall be restored to its original condition. No extensions of the Term of the agreement shall be granted except in writing and for additional consideration.

4. **COMPENSATION**

The compensation to be paid by Higgins to the Village shall be five thousand dollars (\$5,000) which shall be paid to Village on the signing of this Agreement.

5. **RESTORATION**

At Higgins' own cost and expense, Higgins shall return and/or restore the Property to substantially the same condition it was in prior to the commencement of the use of the Property by Higgins. Such restoration work shall include, without limitation, the repair or replacement of any structures, fences or other improvements that are removed, damaged, or destroyed by Higgins, its agents, employees or contractors, and the replanting or replacement of any removed or damaged trees, the removal of any materials or resources of any kind brought onto the Property, and the final grading and seeking where necessary.

6. **INSURANCE**

Higgins shall effect and maintain throughout the period of this Agreement the following insurance coverages at its own cost and expense:

Workers' Compensation Insurance

Bodily injury each occurrence \$ 250,000 Aggregate \$ 500,000

Liability property each occurrence \$ 1,000,000 Aggregate \$ 2,000,000

Automobile Liability and General Liability Insurance

each occurrence \$1,000,000 aggregate \$2,000,000

to protect itself from claims under Workers' Compensation Acts; from claims for damages because of bodily injury, including sickness, disease, or death of any of its employees; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of professional services caused by errors, omissions, or negligent acts for which it is legally liable. Each policy shall name the Village of Greenport as additional insured. Higgins shall provide evidence of

such coverage to the Village in the form of original policies or policy endorsements, not less than five days prior to the execution of this Agreement by the Village. The Village shall receive written notice of the expiration, termination or any change in the policies that are provided in accordance with this Agreement.

7. **INDEMNITY AND LIMITATION**

Higgins shall bear all risk associated with the use of the Property and waives any and all claims, liabilities, and other claims of any nature whatsoever relating to the use of the Property by Higgins, its agents or employees. Higgins agrees to and shall indemnify, defend, and hold harmless Village from and against all costs, claims, actions, liabilities, damages, expenses, medical expenses, causers of actions, suits, or judgments by or on behalf of any person or persons, firm or firms, corporations or corporations, or other business entity, or governmental authority arising from any loss, injury or damage of any kind, to persons or property, arising out of Higgins' use of the Property, or any act or omission of Higgins, its agents, employees, contractors or invitees to the Property while on the Property or while entering onto or exiting from the Property and arising from, incident to or connected in any way with the use of the Property for the purposes of the Project and use under this Agreement. These obligations shall survive the expiration or termination of this Agreement.

8. **BOND**

Before the use of the Property, Higgins shall obtain and provide a performance bond, in favor of the Village of Greenport, in the amount of ten thousand dollars (\$10,000) to ensure the proper restoration of the Property in accordance with this Agreement.

9. **REMOVAL ON EXPIRATION OR TERMINATION**

Higgins acknowledge that this Agreement is for a license for temporary access and use of the Property only, and confers no other rights in or on the Property, and that all rights of Higgins end on the expiration or termination of this Agreement. In the event that Higgins should fail to cease its use or access of the Property or fail to remove all equipment and materials from the Property as provided herein, after the expiration or termination of this Agreement, then Higgins shall be liable to the Village for the amount of five hundred dollars (\$500) per day for each day that Higgins shall fail to remove its equipment or materials from the Property. This amount shall be separate from and in addition to the obligation of Higgins to restore the Property to its original condition, for which the Village shall look to the bond provided herein, and then to Higgins.

10. **TERMINATION**

This Agreement may be terminated by the Village upon ten (10) days written notice in the event of substantial failure by Higgins, to perform in accordance with the terms of this Agreement or for a violation of the terms of the Agreement by Higgins.

16. **EXTENT OF AGREEMENT**

This Agreement and the documents attached hereto represent the entire agreement between Village and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this Project and there are no agreements or understandings between the Village and Higgins which are not reflected in this Agreement. The terms of this Agreement may only be amended by a mutually agreed document signed by both parties.

In Witness Whereof, this Agreement has been executed by the Village and Higgins, effective from the day and year first written above.

VILLAGE OF GREENPORT:

By: _____

**HIGGINS MARINE
CONSTRUCTION, INC.**

By: _____

ACKNOWLEDGEMENT OF HIGGINS MARINE CONSTRUCTION, INC.

STATE OF _____)
)ss:
COUNTY OF _____)

On this ____ day of _____, 20 __, 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 _____ the Corporation described in and which executed the foregoing instrument; that he knows the Seal of said Corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

(SEAL)

Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK
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

SANITARY SEWAGE AGREEMENT

This AGREEMENT, made this day of 2022 by and between the Village of Greenport, a municipal corporation having its offices at 236 Third Street, Greenport, New York 11944 (the “Village”) and North Road Hotel LLC, a New York Limited Liability Company, with an office and principal place of business at 43 Appleton Place, Dobbs Ferry, New York 10522, hereafter called the “Owner.”

WITNESSETH

WHEREAS, the Owner owns and manages structures and premises currently operated as a short term rental motel known as “Sunset Motel” on the Owner’s property located on the north side of County Road 48, which is more particularly described in Schedule “A” hereto annexed (the “Premises”) and said described property is to be used as a short term rental motel with an office, 20 motel units, 1 Cottage unit, and a recreation area and a parking area of 20 parking spaces (the “Motel”) (Site Plan annexed as Exhibit B hereto); and

WHEREAS, said Owner represents that the Suffolk County Water Authority has agreed to furnish all of the water supply needs for the aforesaid Project; and

WHEREAS, said Owner, at its sole cost and expense, shall construct on its premises a complete sanitary sewage system (the “System”), including sewage mains, and sewage collection lift stations on portions of the property to be shown on an engineering report prepared for the Owner and furnished to the Village for approval by its engineer, provided that the Force Main will be made of a two inch (2”) diameter ductile iron pipe, for which plans and specifications may, with the prior approval of the Village, be amended from time to time during

the course of construction; and

WHEREAS, Owner shall construct and install the complete System, which, with the approval of the Village, and at the cost of the Owner, shall be connected to the Greenport Village Municipal Sewer System (“Village System”); and

WHEREAS, Owner will secure final approval for said project from the Southold Town Planning Board and the Town of Southold; and

WHEREAS, no final approval has yet been secured from the Suffolk County Department of Health for a sewage collection system, however the Village will assist in securing such approval upon the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the mutual covenants herein it is mutually agreed as follows:

FIRST: The Owner agrees to install the System, at its own cost and expense, on the property described in Schedule “A”. The System shall include, but shall not be limited to, sewage mains and lift stations using two inch (2”) diameter ductile iron pipe for proper connection to the Village System and for the proper collection of sewage from the Project as outlined in the plans and specifications to be prepared for and by the Owner and submitted to the Village for the Village’s approval, which plans and specifications are attached as Exhibit “B” to this Agreement.

SECOND: All engineering and construction necessary for the installation of the System, as well as from the connection at the Owner’s property, across and along County Road 48, to the Village’s existing sewage main, located in Greenport, New York, shall be at the sole cost and expense of the Owner and it shall be the responsibility of the Owner to perform and construct same. The foregoing shall be referred to as the “Work”, which shall be designed and

constructed by the Owner and/or the Owner's engineers and/or subcontractors. The Work shall be in accordance with the plans and specifications prepared by the Owner's engineers, to be approved by the Village's engineers in writing before the Owner commences the Work.

THIRD:

A. The Connection Fee to be paid by the Owner to the Village to permit the Project to connect to the Village System and the Village Sewage Treatment Plant shall be in the amount of one hundred and thirty-five thousand dollars (\$135,000) which amount shall specifically cover connection to the Village System and the Village Sewage Treatment Plant for wastewater collection and treatment service for a development consisting of an office, 20 motel units, 1 Cottage unit, and a recreation area, and a parking area of 20 parking spaces and for no other additions or improvements.

B. The Connection Fee shall be paid by Owner to the Village of Greenport as follows:

- i. \$ 75,000 nonrefundable deposit at signing.
- ii. \$ 60,000 final payment prior to final connection of Motel to the Greenport wastewater sewer system.

C. Upon the Village's receipt of final payment, Owner shall be entitled to connect Motel to the Village System.

FOURTH: The Village shall simultaneously herewith deliver a "will-serve" letter for sewer collection and treatment services in the form heretofore approved by the Suffolk County Department of Health.

FIFTH: The Village reserves the right to expand its sewer collection system via the installation of gravity mains at the termination of the force main installed by the Owner. The gravity mains, if installed by the Village, would be at the sole cost and expense of the Village.

SIXTH: The Owner shall, at the Owner's expense, perform a video inspection of the Village gravity main along the North Road, from the point of connection of the System to the Village System to the pump station located just off the North Road approximately three thousand five hundred feet (3,500') from the connection, and the Owner must confirm that the pump station is capable of handling the additional flow contemplated in this Agreement.

SEVENTH: All Work shall be inspected by the Village or the Village's designee, with full power of inspection hereunder. The Owner agrees to, and shall grant access, for purposes of inspection to the Work and all parts of the premises related to the Work. The Village shall have an authorized inspector at the site at such times as it reasonably deems necessary. No backfilling shall be done until the pipe and the Work in the trenches have been approved and tested, or prior permission has been obtained from the inspector. The Owner agrees to pay the Village's costs related to the inspection, which shall be based on a reasonable hourly charge to be submitted to the Owner periodically in advance of the inspections.

EIGHTH: The Owner shall retain ownership of the System and the Owner shall be responsible for the operation, maintenance, repair and replacement, at the Owner's sole cost and expense, of the entire System servicing the Project, and for the operation and maintenance of the pump station and the force mains downstream to the connection point of the Village's system.

NINTH:

A. Upon the completion of the Project, and the occupancy of any of the individual units constructed therein, or the community building, the Village shall charge the Owner the sewer rates consistent with similarly situated facilities.

B. The minimum monthly charge for the twenty current units as transient short term rental units will be three hundred and fifteen dollars (\$315) based on one thousand (\$1,000) gallons per month. Any usage amount over the minimum for the entire Project shall be billed at the latest approved commercial rate. These rates may be amended from time to time by the Village Board of Trustees.

C. In the event that there is an expansion of the structures on the premises or the use of the Motel or any portion thereof is changed from motel or motel room with short term transient rentals to long term rentals or condominium, cooperative or other use, or the number of units or any other aspect of the current use be expanded in size or number, an additional connection fee shall be calculated and paid and the monthly minimum charge shall be increased based on that different and other use, with the Parties hereby acknowledging that condominium or cooperative is not the same use as motel.

TENTH: This Agreement contains the complete understanding and agreement of the parties for the construction and maintenance by the Owner of the System for the Project and for the connection of the System to the Village System and the Village Sanitary Sewage Treatment Plant. The Owner agrees that it will not make any claims against the Village on account of the installation and or connection of the System.

ELEVENTH: This Agreement shall be recorded in the Office of the Suffolk County Clerk at the expense of the Owner and shall run with the land, inuring to the benefit of the

Parties, their successors and/or assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement in four (4) counterparts, all of which shall constitute originals, the day and year first above written.

VILLAGE OF GREENPORT

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

Name: _____

Title: _____

NORTH ROAD MOTEL, LLC

By: _____

Name and Title: _____

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

On this _____ day of _____, 20____, before me, the undersigned, personally came _____, to me known, who, being by me duly sworn, did depose and say that he is the Mayor of the Village of Greenport, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal so affixed by order of the board of trustees of said corporation, and that he signed his name thereto by like order.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF)

On this _____ day of _____, 20____, before me, the undersigned, personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal so affixed by order of the board of that corporation, and that s/he signed his name thereto by like order.

Notary Public

SCHEDULE A

Legal Description

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Southold, County of Suffolk and State of New York, bounded and described as follows:

BEGINNING at a concrete monument on the northerly side of North Road distant 601.88 feet northeasterly as measured along the northerly side of North Road from land now or formerly of Vrooman and which beginning point is at the southeast corner of land formerly of Dodge, now Shannon;

RUNNING THENCE along said land of Shannon, North 32 degrees 02 minutes 20 seconds West, 550.00 feet to the ordinary high water mark of Long Island Sound;

THENCE along the ordinary high water mark the following 2 tie line courses and distances:

1. North 43 degrees 00 minutes 00 seconds East, 195.00 feet;
2. South 26 degrees 48 minutes 00 seconds East, 40.84 feet to land now or formerly of M.W. Blackman;

THENCE along said land of Blackman the following two courses and distances:

1. South 45 degrees 07 minutes 20 seconds East, 260.00 feet to a monument;
2. South 48 degrees 07 minutes 00 seconds East, 178.86 feet to the northerly side of North Road;

THENCE along the northerly side of North Road the following two courses and distances:

1. South 56 degrees 37 minutes 50 seconds West, 30.38 feet;
2. South 32 degrees 04 minutes 10 seconds West, 319.62 feet to the POINT OR PLACE OF BEGINNING.

FOR CONVEYANCING ONLY: Together with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises



May 3, 2022

MUNICIPAL ADVISOR SERVICES AGREEMENT

THIS MUNICIPAL ADVISOR SERVICES AGREEMENT (the "Agreement") is entered into as of _____ (the "Effective Date") between the Village of Greenport, ("Village") and Munistat Services, Inc. ("Munistat") (collectively referred to herein as the "Parties").

RECITALS

WHEREAS, Munistat is a Municipal Advisory firm specializing in municipal finance and municipal government related matters; and

WHEREAS, the Village desires to engage Munistat to provide certain services relative to the issuance of the certain obligations as set forth in **Appendix A** ("Work Orders"), and Munistat desires to provide services to the Village in connection with such Work Orders.

AGREEMENT

NOW THEREFOR, the Parties agree as follows:

1. Municipal Advisory Services. The Parties hereto agree that Munistat shall provide those services set forth in the Work Orders, and Munistat's services as the Village's Municipal Advisor shall be expressly limited to the services noted therein.
2. Term and Termination. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party upon (30) days written notice; provided, however, that in the event of termination of any such engagement, Munistat reserves that right to assess fees for any work performed pursuant to a Work Order in accordance with the Fee Schedule set forth in **Appendix B**.
3. Agreement to Provide Information. The Village agrees to provide Munistat with factual, not misleading information as shall be required by Munistat in furtherance of the services set forth herein, including financial statements, budgets, and other relevant documents. The Village further agrees to not intentionally omit any material information relevant to Munistat's provision of services. Munistat agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement, including material changes to the information provided.
4. Compensation. Munistat shall receive a fee for any services rendered to the Village pursuant to this Agreement in accordance with the fee schedule set forth in Appendix B attached hereto and incorporated herein by reference.

5. Indemnity. Each party shall defend, indemnify and hold harmless the other from and against any and all claims, demands, expenses, cost or causes, arising out of or in connection with any claim, suit, action, or proceeding for personal injury, death or property damage sustained or incurred as a result of any act, failure, or default by the other party's employee while acting within the scope of their duties as determined by this Agreement.

6. Required Regulatory Disclosures. Munistat is registered as a "Municipal Advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") (Registration #867-00429) and the Municipal Securities Rulemaking Board ("MSRB") (Registration #K0114). As part of this SEC registration Munistat is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Munistat. Pursuant to MSRB Rule G-42, Munistat is required to disclose any legal or disciplinary event that is material to the Village's evaluation of Munistat or the integrity of its management or advisory personnel. Munistat has determined that no such event exists. Copies of Munistat's filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at www.sec.gov and searching for either "Munistat Services Inc." or for our CIK number which is 0001608472

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

7. Disclosure of Conflicts of Interest. The Village acknowledges that it has received those disclosures set forth and contained within **Appendix C** attached hereto and incorporated herein by reference. The Village further acknowledges that it has been given the opportunity to raise questions and discuss such disclosures with Munistat and that it fully appreciates the nature of such disclosures and any and all conflicts noted therein. The Village hereby waives such conflicts and authorizes Munistat to provide services pursuant to this Agreement. From time to time, Munistat may provide additional conflict of interest disclosures to the Village as noted in Appendix C and such disclosures shall be incorporated by reference into this Agreement to the same extent as if set forth herein. In this regard, Village hereby authorizes the Village Treasurer to acknowledge and/or waive any such additional conflict of interest disclosures of Munistat on behalf of the Village.

Munistat certifies, under penalty of perjury, that it has and implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Our policy meets the requirements of section 201-g of the Labor Law.

[Signature page follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective representatives as of the date first written above.

VILLAGE OF GREENPORT

MUNISTAT SERVICES, INC.

By: _____

By:  _____

Name: _____

Name: Tom Cartwright

Title: _____

Title: Vice President

APPENDIX A

SERVICES

- Meet with appropriate Village Officials to discuss plan of finance and establish the timeline.
- Preparation of maturity schedules for bond issues which will be acceptable to the Village and to Bond Counsel, in accordance with Local Finance Law. We will offer options, i.e. traditional versus level debt, term of bonds so that the Village may make an informed decision regarding current as well as future budgetary impact.
- We will assist the Village with the preparation of the Official Statement, based on information provided by the Village and/or third parties, including Bond Counsel for certain language relating to legal matters. Munistat will make no representation, warranty or guarantee regarding the accuracy of completeness of the information in the Preliminary Official Statement or Official Statement, and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information.
- We distribute Official Statements and Notices of Sale to the investment community through various information repositories and post the documents on "Ipreo", a third-party distribution and electronic bidding platform.
- We submit requested documents and information to the rating agencies and, if we feel the situation warrants, we will make an appointment with a credit analyst in order to present our views regarding the Village's rating.
- Since almost all bond and note issues are issued in book-entry-only form, we coordinate with the Village, bond counsel and The Depository Trust Company (DTC) to ensure that the procedure is accomplished smoothly and efficiently.
- Prior to the bond sale, we submit the required information to the CUSIP Service Bureau. It is generally the function of bond counsel and the underwriter to ensure that the bonds are printed in correct form and on a timely basis.
- We ensure the publication of the Notice of Sale for bond issues within the required time limits.
- We prepare the Debt Statement for certain bond issues and file it with the State Comptroller's office.
- We handle the bid opening at our office and verify the calculation of the winning bid.
- We coordinate the financial details of the closing with the Village, bond counsel, the underwriter, and the bond insurance company (if applicable).
- We coordinate the preparation of the Final Official Statement with the underwriter, bond counsel and, where applicable, the bond insurance company.
- We prepare the final Debt Service Schedule (and, where applicable, the apportionments of such overall Debt Service Schedule into the appropriate funds), and distribute copies of such schedules to the issuer, to the fiscal agent (or DTC) and bond counsel.

- We assist the Village in short-term and long-term financings with the Environmental Facilities Corporation. Such financings require much of the services described above. Additional services include, but are not limited to: coordinate the collection of financial and operating information during the application process, participation in conference calls, prepare various estimated debt service schedules, determine amounts to be included in ensuing operating budgets, and tax impact analysis.
- If appropriate, we assist the Village in lease financings (energy performance contract, vehicle, LED lighting, etc.). Such services include but are not limited to: coordinate the collection of financial and operating information, verify and analyze the projected cash flows, draft the Request for Proposals, accept the bids via competitive public sale on the lease and help determine the award, prepare various estimated debt service schedules, determine amounts to be included in ensuing operating budgets, and coordinate the closing.
- In accordance with SEC Rule 15c2-12 and the Undertaking to Provide Continuing Disclosure as executed by the Village in connection with the sale of certain bonds and delivered at the closing for such bonds, the Village may be obligated to file a Statement of Annual Financial and Operating Information with the Electronic Municipal Market Access System (“EMMA”) according to the Agreement. When necessary, we are available to help the Village to ensure compliance with its Continuing Disclosure Undertakings.

APPENDIX B

FEES AND EXPENSES

The fee for preparation and filing of the Statement of Annual Financial and operating Information in accordance with SEC Rule 15c2-12, and the Village's Continuing Disclosure Undertaking will be \$3,500. There is no charge for the filing of material event notices.

The fees for our services for capital project financings will *not exceed* the following: Serial Bonds - \$9,500 for each bond issue with an Official Statement and \$0.85 per \$1,000 thereafter; Refunding Serial Bonds - \$16,500 and \$1.85 per \$1,000 thereafter; Bond Anticipation Notes – Base fee of \$3,500 for each note and \$0.45 per \$1,000 thereafter; Lease Financings - \$6,500 and \$0.35 per \$1,000 thereafter; Environmental Facilities Corporation Financings - \$3,500 due upon closing of short-term financings and an additional \$12,500 due upon closing of the long-term financings. The fee for general consulting services will be \$225 per hour with the terms of the service agreed upon prior to the engagement.

All of the above fees represent our experience in working with local governments for the last several years, a general understanding of the capital project plans and the necessary time expected to execute each transaction.

It should be noted that these fees represent a “not to exceed” amount. Munistat has historically discounted much of the above fees due to size, the issuance of more than one bond issue in a given year, or single-purpose borrowings.

The fees for our services include all out-of-pocket expenses. Other normal issuing costs, such as bond counsel fees, rating agency fees and publication of resolutions and Notices of Sale are billed directly to the Village by the respective parties.

Munistat Services, inc. will not charge to attend meetings of the Board, work sessions, meetings with bond counsel, rating agencies, or any other meetings associated with a capital project. We do not charge any fees for services delivered prior to a referendum, including preparation of estimated debt service and tax rate impact schedules. There will be no charge until, and unless the closing of the bonds or note take place.

APPENDIX C

DISCLOSURE OF CONFLICTS OF INTEREST

FIXED FEE

Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transactions and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplate, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

CONTINGENT COMPENSATION

The fees to be paid by the Village to Munistat Services, Inc. are contingent on the size and successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Munistat Services, Inc. may have an incentive to recommend unnecessary financings or to recommend a larger transaction to the Village. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Munistat Services, Inc. may have an incentive to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Munistat Services, Inc. manages and mitigates this conflict primarily by adherence to the fiduciary duty which it owes to municipal entities which require it to put the interests of the Village ahead of its own.

OTHER MATERIAL CONFLICTS OF INTEREST

Munistat Services, Inc. has determined, after exercising reasonable diligence, that it has no other known material conflicts of interest that would impair its ability to provide advice to the Village in accordance with its fiduciary duty to municipal entity clients. To the extent any such material conflicts of interest arise after the date of this Agreement, Munistat Services, Inc. will provide information with respect to such conflicts to the Village and such additional information shall be incorporated by reference into this Agreement to the same extent as if set forth herein.

JAMES E. DANOWSKI, CPA
JILL S. SANDERS, CPA
DONALD J. HOFFMANN, CPA
MICHAEL J. LEONE, CPA
CHRISTOPHER V. REINO, CPA
ALAN YU, CPA

CULLEN &
DANOWSKI, LLP
CERTIFIED PUBLIC ACCOUNTANTS

VINCENT D. CULLEN, CPA
(1950 - 2013)
PETER F. RODRIGUEZ, CPA
(RET.)

May 6, 2022

Mayor and Board of Trustees
Incorporated Village of Greenport
236 Third Street
Greenport, New York 11944

Dear Members of the Board:

We are pleased to confirm our understanding of the services we are to provide the Incorporated Village of Greenport (Village) for the year ended May 31, 2022.

Audit Scope and Objectives

We will audit the following, which collectively comprise the basic financial statements of the Village as of and for the year ended May 31, 2022:

- Financial statements of:
 - the governmental activities
 - each major fund
 - the fiduciary fund
- Disclosures

Accounting principles generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

T:\Office\80,000's\88800\Engagement\2022\Engltr 2022.Docx

1650 ROUTE 112, PORT JEFFERSON STATION, NEW YORK 11776-3060

PHONE: 631-473-3400 • FAX: 631-473-4863 • WWW.CDLLP.NET

Incorporated Village of Greenport
For the Year Ended May 31, 2022

- Management's Discussion and Analysis
- Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund
- Schedule of the Village's Proportionate Share of the Net Pension Asset/Liability
- Schedule of Village Pension Contributions
- Schedule of the Village's Proportionate Share of the Length of Service Award Program Liability
- Schedule of Changes in the Village's Total OPEB Liability and Related Ratios

The following additional information accompanies the financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and we will provide an opinion on it in relation to the financial statements as a whole.

- Schedule of Expenditures of Federal Awards

If applicable, the following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- Management's Responses to the Schedule of Findings
- Corrective Action Plan

We will also audit the Incorporated Village of Greenport's Justice Court Funds which is reported on the cash basis of accounting.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions on whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgement and maintain professional skepticism throughout the audit.

Audit Procedures - General

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the Village. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits, nor do they expect the auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as the auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as the auditor.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of certain assets, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

Audit Procedures – Internal Controls

We will obtain an understanding of the Village and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Village's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Village's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will prepare the financial statements, including GASB 34 conversion entries, schedule of expenditures of federal awards, and related notes in conformity with GAAP, and the Data Collection Form, based on information provided by you. We will also prepare the justice court financial statement and related notes in accordance with the cash basis of accounting based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, including GASB 34 conversion entries, schedule of expenditures of federal awards and related notes, the Data Collection Form, the justice court financial statement and related notes, and services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with GAAP, and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including awards agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us, and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the Village from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, grant agreements, and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

Incorporated Village of Greenport
For the Year Ended May 31, 2022

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Village involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Village received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Village complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review upon commencement of our interim audit work.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Incorporated Village of Greenport
For the Year Ended May 31, 2022

You agree to assume all management responsibilities relating to the financial statements (including GASB 34 conversion entries), schedule of expenditures of federal awards and related notes, the Data Collection Form, the justice court financial statement and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements (including GASB 34 conversion entries), the schedule of expenditures of federal awards and related notes, the Data Collection Form, and the justice court financial statement and related notes, and that you have reviewed and approved the financial statements (including GASB 34 conversion entries), the schedule of expenditures of federal awards and related notes, the Data Collection Form, and the justice court financial statement and related notes, prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees and Other

We understand that your employees will prepare all related parties or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and the Village-prepared corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Village; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of our firm and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the agencies of New York State, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under our supervision. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the cognizant agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Incorporated Village of Greenport
For the Year Ended May 31, 2022

Christopher V. Reino, CPA, CITP, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

To ensure that Cullen & Danowski, LLP's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fee for these services of \$34,500 is based upon our projection of the time that we will spend on the engagement at our government audit hourly rates. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We may use the Village's name in a list of our clients for marketing purposes.

Reporting

We will issue written reports upon completion of the audit and our Single Audit. Our reports will be addressed to the Mayor and Board of Trustees of the Incorporated Village of Greenport. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.


A copy of our most recent external peer review report dated October 29, 2021, accompanies this letter.

Incorporated Village of Greenport
For the Year Ended May 31, 2022

We appreciate the opportunity to be of service to the Incorporated Village of Greenport and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Cullen & Danowski, LLP
For the Firm:



Christopher V. Reino, CPA, CITP
Partner

RESPONSE:

This letter correctly sets forth the understanding of the Incorporated Village of Greenport.

Signature: _____

Name: _____

Title: _____

Date: _____



BRIDGES, HORNING
& COMPANY, P.C.

Certified Public Accountants

Report on the Firm's System of Quality Control

October 29, 2021

To the Partners of Cullen & Danowski, LLP
and the Peer Review Committee of the PICPA

We have reviewed the system of quality control for the accounting and auditing practice of Cullen & Danowski, LLP (the firm) in effect for the year ended December 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Cullen & Danowski, LLP, in effect for the year ended December 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Cullen & Danowski, LLP has received a peer review rating of *pass*.

BRIDGES, HORNING & CO., P.C.

Bridges, Horning & Co. P.C.

May 9, 2022

Susan Ackerman
NYS Department of Environmental Conservation
50 Circle Rd
Stony Brook, NY 11790-3409

RE: Letter of Support – Peconic Land Trust’s Widows Hole Preserve Restoration Project,
Permit Modification

Dear Ms. Ackerman:

The Village of Greenport, wherein lies the Widow’s Hole property, is pleased to support the Peconic Land Trust’s permit modification and dredge permit application for the above-referenced project.

Widow’s Hole Preserve was donated to the Trust in 2012. Only a 10-minute walk from the village, the preserve is located on the corner of Fourth and Clark Streets and extends into Greenport Harbor. Over the years, volunteers and Trust staff have cleaned up debris, removed invasive species, and planted a variety of native plants to beautify and protect the site.

The initial restoration work in 2019 included restoring the shoreline and creating a coastal dune, by bolstering the shoreline and upland with the installation of a cobble band and the planting of American beachgrass and smooth cordgrass plants. A series of storms late in 2019 identified a vulnerability of the WHP shoreline to wind-driven waves from the northeast. Consequently, an expanded revegetation and re-enforcement plan was developed to address this issue and to continue restoration of the shoreline.

Dredging of the mouth of Widow’s Hole for the facilitation of small vessel navigation is also planned. Dredge materials will be used at WHP for beach replenishment and habitat restoration, which is a requirement of the Village of Greenport Trustees. In addition, the restoration work includes continuing the creation of a living shoreline to reduce erosion, serve as a natural buffer for the impact of storms and runoff, and improve upland habitat. Living shorelines use native plants and materials to protect an area rather than artificial structures like bulkheads. The boardwalk will expand accessibility of the shoreline to more people, using design to assist people with physical mobility issues. In addition, bi-lingual (English/Spanish) interpretive and educational signs will be installed. This will allow for greater enjoyment and understanding of the preserve.

The Trust was recently awarded \$250,000 for Phase II of our restoration project. The grant came from the Regional Economic Development Council Initiative – an initiative that supports community revitalization and growth throughout New York. The Village of Greenport is happy to support the continued restoration work at Widow’s Hole Preserve.

Sincerely,

George W. Hubbard, Jr. / Mayor, Village of Greenport

December 17, 2021

TO: Paul Pallas, P.E.
Sylvia Pirillo, RMC

FR: Karen A. Doherty
Chair, Historic Preservation Commission

RE: Revisions to Current HPC Guidelines for a Certificate of
Appropriateness

Dear Paul and Sylvia,

I would like to recommend to the Greenport Village Trustees that they consider approving revisions to our Guidelines for a Certificate of Appropriateness for Buildings in Greenport's Historic District.

Several HPC members and our legal counsel, Joseph Prokop, added some additions and modifications to our current Guidelines. The Commission voted to recommend these changes to the Trustees at our December 16, 2021 meeting.

They include additions on building materials, Dark Sky Friendly lighting requirements, demolition and temporary installations. Some wording was also sharpened and clarified.

Building Materials

It is important for the HPC to keep pace with the building industry, since people want to use environmentally sound materials, materials that help conserve energy, and materials that are low maintenance and affordable in comparison with work by artisans which is no longer readily available. The materials we specified may be used since they replicate historic materials.

Dark Sky Lighting

Homeowners today are used to a lot more exterior lighting for security and decoration than was the case in the 19th and 20th centuries. Dark Sky Friendly Lighting is intended to reduce glare, light trespass and skyglow. It also will help to preserve our rural nighttime environment and character and keep the night sky visible in Greenport.

Some other Historic Preservation Commissions in the US have enacted Dark Sky Lighting requirements. Also, several towns on the East End, including East Hampton, Southampton, Southold, Shelter Island and Westhampton Beach have all have Dark Sky Lighting provisions and regulations.

Demolition

We included one additional provision for demolition of buildings that sustain massive structural damage from a storm.

Temporary Installations

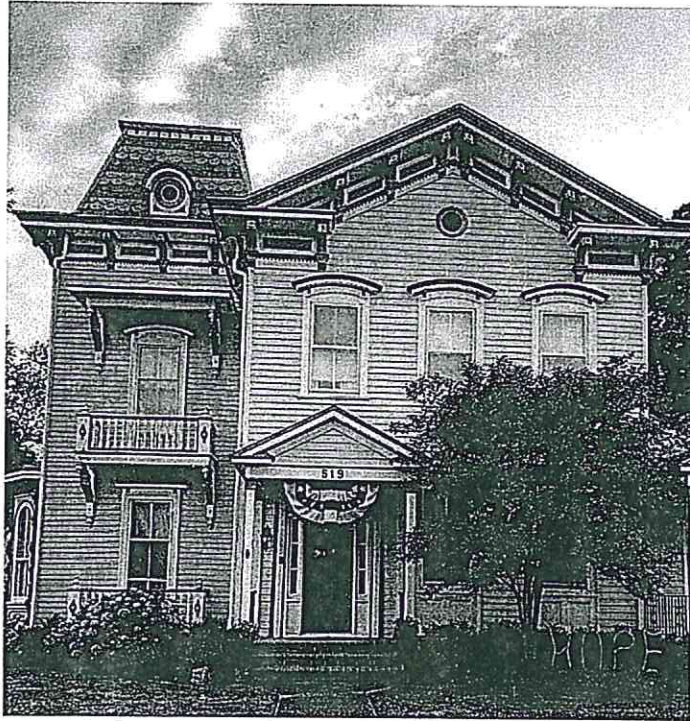
We wanted to address the issue of temporary installations – such as commercial extensions or Instagram walls—to ensure that they are in keeping with the character and decorum of Greenport’s Historic District.

We wish to enact these suggested changes in response to issues we encountered, and suggestions by Historic District homeowners.

Thank you very much.



*Guidelines for Applications
to the Historic Preservation Commission
for a Certificate of Appropriateness
for Buildings in the Greenport Historic District
(As of November 2021)*



*Andrew J. Wiggins' House, Greenport Historic District
Courtesy of Roselle Borrelli*

*Historic Preservation Commission
Village of Greenport, New York*

TABLE OF CONTENTS

	<u>Page</u>
Table of Contents	ii
I. THE FORMATION OF THE GREENPORT HISTORIC DISTRICT	1
Boundaries of the Historic District	1
Historic District Map	1
II. PURPOSE OF THE GREENPORT HISTORIC PRESERVATION COMMISSION	1
Background	1
Criteria for Required Review	2
Certificate of Appropriateness	2
Criteria for Approval	2
III. HISTORIC PRESERVATION COMMISSION REVIEW PROCESS	2
Commission Members	2
Preparing for an HPC Application Review	3
Steps to Obtain a Certificate of Appropriateness	3
Rights of Homeowners	3
IV. ARCHITECTURAL STYLES WITHIN THE HISTORIC DISTRICT	4
Greenport Vernacular (1750-1950)	4
Federal (1780-1840)	4
Greek Revival (1825-1860)	5
Italianate (1840-1885)	5
Second Empire (1855-1885)	5
Queen Anne (1880-1910)	5
Colonial Revival (1880-1955)	6
Shingle (1880-1900)	6
Late Victorian (1880-1910)	6
American Bungalow (1905-1930)	6
V. GUIDELINES FOR MODIFICATIONS, RENOVATIONS AND NEW CONSTRUCTION	7
Accessory Buildings—Sheds, Garages, Etc.	7
Chimneys	7
Decorative Details	7
Doors and Entrances	8
Exterior Lighting	8
Fences, Gates, and Walkways	9
Gutters and Flashing	9
Landscaping	10
Modern Features	10
Paint or Stain Colors	10

TABLE OF CONTENTS (CONTINUED)

	<u>Page</u>
Porches, Porticos, and Stoops	10
Roofing	11
Siding	11
Signage and Awnings	12
Streetscapes	12
Windows and Shutters	13
VI. APPENDICES	15
Resources for Historic Preservation	16
Examples of Modern Building Materials Appropriate for Historic Homes	17
Greenport Buildings Listed in the National Register of Historic Places	18
Certificate of Appropriateness Application Checklist	
Frequently Asked Questions (FAQs)	
Application for Certificate of Appropriateness	
Village of Greenport Zoning Map	
Chapter 76, Preservation of Historic Areas	

I. THE FORMATION OF THE GREENPORT HISTORIC DISTRICT

BOUNDARIES OF THE HISTORIC DISTRICT¹

The Greenport Village Historic District consists of a dense concentration of (primarily wood frame) residential and commercial structures radiating out in a fan shape from the village's Main Street waterfront business district (on the south). This large district comprises Greenport's historic eighteenth-century core and surrounding areas of nineteenth and early twentieth century development. The Greenport Village Historic District represents the largest, most intact concentration of historic resources in the village. There are 264 buildings within the 80-acre Greenport Village Historic District, with 254 contributing historic structures and ten non-contributing structures. Additional Greenport buildings listed in the National Register of Historic Places appear in an appendix to this document.

HISTORIC DISTRICT MAP

A map of Greenport's historic district is available in the Appendix to this document and on the Village website at <http://villageofgreenport.org/files/Zoning-Map-06-29-09-D-size.pdf>

II. PURPOSE OF THE GREENPORT HISTORIC PRESERVATION COMMISSION

BACKGROUND

The Board of Trustees of the Village of Greenport has determined that the Village of Greenport includes sites, structures, buildings, and districts of special historic significance due to their maritime character, antiquity or uniqueness of architectural construction, design or waterfront location that are of particular significance to the heritage of the Village, town, county, and state. Further, the Trustees have deemed that the conservation, protection, appearance, and preservation of these historic sites, structures, buildings, and districts is necessary to promote the economic, cultural, educational and general welfare of the public. Therefore, Chapter 76 of the Village of Greenport Code outlines these procedures:

1. Identify, preserve, and enhance the landmarks and historic districts which represent distinctive elements of Greenport's historic, maritime, architectural, and cultural heritage
2. Foster civic pride in the accomplishments of the past,
3. Protect and enhance Greenport's attractiveness to residents and visitors, thereby supporting and stimulating the economy of the Village
4. Provide for architectural review so as to prevent such design and appearances as are incompatible with the historic or architectural characteristics of a landmark or historic district and

¹ The Greenport Village Historic District was listed on the National Register of Historic Places in 1984. Portions of the content on this page were adapted from a copy of the original nomination document.

5. Ensure the harmonious, orderly, and efficient growth and development of the Village, consistent with its historic integrity. The Historic Preservation Commission (HPC) is responsible for overseeing these processes. Enforcement of the decisions of the Commission is the responsibility of the Building Department.

CRITERIA FOR REQUIRED REVIEW

The architectural character and general composition of the exterior of a structure, including but not limited to the kind, color and texture of the building material and the type, design and character of all windows, doors, light fixtures, signs, and appurtenant elements are subject to review by the Historic Preservation Commission. Both the streetscape and areas of the property that are not visible from the street are subject to review.

Owners must complete an application requesting a Certificate of Appropriateness which may be obtained at Village Hall or on the Village website for an architectural review to ensure that the proposed design and appearance are not incompatible with the historic or architectural characteristics of a landmark or the historic district as defined in Chapter 76 of the Village code. Where a building permit is required, a Certificate of Appropriateness must be obtained prior to the issuance of a building permit and before carrying out any exterior alterations, restoration, reconstruction, demolition, new construction or moving of a landmark or property within the historic district

CERTIFICATE OF APPROPRIATENESS

A Certificate of Appropriateness is a certificate issued by the Greenport Historic Preservation Commission authorizing an alteration, removal, or demolition of a landmark or of a structure within an historic district or construction of a new structure in the district.

CRITERIA FOR APPROVAL

According to Chapter, 76, Commission members are to be guided by several principles when considering whether to issue a Certificate of Appropriateness for changes to the external features of any structure which is a landmark or which is located within the historic district. These principals are as follows:

1. Properties which contribute to the character of the historic district shall be retained, with their historic features altered as little as possible.
2. Any alteration of an existing property shall be compatible with its historic character or with the character of the surrounding historic district.
3. New construction shall be comparable with the historic district in which it is located.

III. HISTORIC PRESERVATION COMMISSION REVIEW PROCESS

COMMISSION MEMBERS

The Commission is comprised of five residents of the Village of Greenport who have been appointed by the Mayor and approved by the Village Board of Trustees. The members of the Commission Trustees serve for four-year terms and a chairperson is appointed annually.

PREPARING FOR AN HPC APPLICATION REVIEW

In brief, a completed application and supporting materials must be submitted to Village Hall followed by attendance at a meeting of the Historic Preservation Commission during which the application will be reviewed. After review and at the meeting, the members of the Historic Preservation Commission may approve the application and issue a Certificate of Appropriateness or request additional information and another presentation prior to voting on the application. Applicants should plan to attend or have a representative attend the Historic Preservation Commission meeting at which the application is considered to describe the project, provide samples of proposed materials and answer Board Members' questions. Attendance at the meeting on the application is highly recommended to facilitate the review process; the application may be deferred to a future meeting if the applicant or a designated representative is not present or available at the meeting and no prior arrangements are made with Village Hall.

STEPS TO OBTAIN A CERTIFICATE OF APPROPRIATENESS

Consult the Application Checklist included in this document for details about the steps necessary to obtain a Certificate of Appropriateness. In summary:

1. A completed application and the appropriate fees are required
2. A Building Permit if the proposal requires a permit
3. A site plan, photos of adjacent properties to illustrate that the proposed renovations/construction are compatible with the historic or architectural characteristics of the historic district
4. Details about the proposed materials including specifications, photos, and actual samples of the materials (catalog or online sales photographs may be helpful but should not be solely relied on)

Typically, most applications are acted on within 30 days from the receipt of a completed application although the process may take longer if the application is incomplete or if Commission members decide that they require additional information before acting on the application. For applications involving major alterations or new construction, the Commission may or may be required to hold a public hearing to provide the opportunity for the public to present their views on the project. If a public hearing is held, the Commission will typically approve, deny, or approve with modifications the application for a Certificate of Appropriateness within 30 days from the date of the public hearing.

Projects may become more complicated once repair work has begun. If major renovations or repairs become necessary, and the new scope of the project requires an HPC application, then the work should be suspended and an application for the additional work must be submitted to the Historic Preservation Commission.

RIGHTS OF PROPERTY OWNERS

Chapter 76 includes a process available to property owners who have been denied a Certificate of Appropriateness and who wish to obtain relief from the strict application of the historic preservation criteria on the grounds of economic hardship. Applications for a Certificate of Economic Hardship require that the Commission hold a public hearing to allow proponents and

PROPOSAL FORM

REPLACEMENT OF THE BATTERIES AND BATTERY RACKS AT THE VILLAGE OF GREENPORT
POWER PLANT - 2022

Village of Greenport
236 Third Street
Greenport, New York 11944

Gentlepersons:

The undersigned proposer 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 Proposer: HAUGLAND ENERGY LLC

Address of Proposer: 336 SOUTH SERVICE ROAD, McVILLE NY

Contact Phone No.: 516-336-6720

Contact E-mail: MRIELLO@HAUGLAND LLC.COM

Signature: 

Signed By: MICHAEL RIELLO

Title: EXECUTIVE VICE PRESIDENT

Date: FEBRUARY 7, 2022

PROPOSAL FORM CONTINUED

REPLACEMENT OF THE BATTERIES AND BATTERY RACKS AT THE VILLAGE OF GREENPORT POWER PLANT - 2022

GENERAL DESCRIPTION OF WORK:

Replacement of the batteries and battery racks at the Village of Greenport Power Plant - 2022 with a scope of work that includes, but is not limited to: the procurement and installation of batteries and battery jars, corresponding hardware and accessories, seismic racks, a spill containment system, and the removal and disposal of the existing battery system.

1. Furnish and install the following:
 - A. Two (2) strings of 10 battery jars (60 cells per string), existing batteries are (6-TCX-100, 108 Amp 12-volt 1.250 SG) (each battery is 12 volts)
 - B. All hardware and necessary accessories included.
 - C. Two (2) 5' 2 tier light seismic racks
 - D. Spill containment system.
2. Remove and dispose of existing battery system excluding charger.
3. Start-up of new batteries:
 - A. Cell voltage, inspect and monitor that the batteries are up to the total string voltage and each battery jars are at the proper voltage.
4. Provide temporary power for outdoor battery string replacement.

Lump Sum Price: includes all materials, labor, supplies, equipment, transport, incidentals, disposal, etc. (Words)	Lump Sum Price (Numerals)
FOURTY FOUR THOUSAND, EIGHT HUNDRED DOLLARS	\$ 44,800 ⁰⁰

Pursuant to, and in compliance with, the advertisement for proposals and the instructions to proposers relating hereto, the undersigned, as a proposer, proposes and agrees, if this proposal is accepted, to furnish F.O.B Greenport, NY, the above-mentioned product(s) as required by the manner therein prescribed by the Purchaser prior to the opening of proposals.

Liquidated damages in the amount of \$200.00 per day maybe assessed for each consecutive calendar day of delay not excusable as provided in the Contract Documents. Contract work must be started within one (1) month and completed within four (4) months of issuance of the Notice of Commencement.



Sendlewski Architects PC

Architecture & Planning

Martin F. Sendlewski, AIA

Jeffrey M. Sendlewski, RA, LEED AP

March 31st, 2022

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

Re: Proposed work for Greenport Fire Department

Based on the pre-bid meeting we attended on March 25th, we are pleased to provide the attached submission for services in accordance with the Request for Engineering Services provided by the Village of Greenport. Our proposal includes schematic design and preliminary site plan design services as required to estimate a preliminary budget and schedule for the overall project which would subsequently be followed by preparation of all necessary building design services and bidding document and construction contract administration services through completion of the project.

Service would be broken down into two parts with Phase 1 to include the services through schematic design, site plan design and budget estimate. Phase 2 would proceed based on your approval of Phase 1 and would include all services including full building design, bidding documents, permit submissions assistance and construction contract administration through project completion. Our services and fees for each phase are as follows:

Proposed Services Phase 1:

- Field review of existing site and facilities to verify existing conditions that will affect the work.
- Design meetings with Owner to establish overall building program.
- Prepare schematic design development site plans, building plans and elevations for owner review including review meetings and revisions based on owner requirements.
- Prepare preliminary budget estimates for construction.
- Assist the owner in SEQR review and assistance in securing bond authorizations for the project.
- Prepare presentation renderings of the schematic design.

Proposed Fees Phase 1:

Based on the scope of your project we propose using hourly billing per the attached schedule. Based on the scope of services we estimate the cost for this phase to be in the amount of nine thousand two-hundred and fifty dollars (\$9,250).

Proposed Services Phase 2:

We typically utilize the AIA B141 Standard form of Agreement Between Owner and Architect contract form and a fixed fee billing schedule for this phase. Our services include all building design and administrative services including all necessary engineering as required to bid and construct the project in accordance with municipal bidding requirements including the following:

- Complete construction documents integrating all aspects of the proposed design, including structural design and all mechanical trades including heating and air conditioning, plumbing, and electrical design as required.
- Preparation of complete written specifications and bidding documents as required to bid out all aspects of the work.
- Assisting with submission of plans to necessary agencies as required for permits and approvals.
- Coordination of bidding documentation and receipt of bids.
- Review and qualification of all bids and prospective contractors.
- Update final project budget based on bids received, soft costs, contingency and additional purchase items not included in the base bids (purchases from state bid, equipment, furnishings, etc.).
- Assist owner in presenting the project and budget to the public as required.
- Construction contract administration throughout the duration of construction including:
 - Attendance at weekly job meetings and additional site visits when necessary as required to monitor the overall progress of the work and to clarify information required by the contractors.
 - Review of all submittals, shop drawings etc.
 - Review of mandatory coordination documents between trades.
 - Review of any change orders submitted by trades during construction.
 - Review and approval of contractor's monthly payment requests.
 - Prepare final punch lists and close out documents required for contractors to be deemed complete with their contractual obligations.

Proposed Fees Phase 2:

Our fee for services would be a fixed fee proposal based on an hourly billing. The contract would include a billing rate schedule which would include the design and documents and bidding phase equal to 70% of contract service fees and the construction phase equal to 30% of contract service fees which would be subject to bond approval.

Exclusions (will be part of soft costs):

- Survey with topo and test holes
- Hazardous material investigation, abatement and removal including any environmental impact statements, etc. if required.

Project Preliminary Program & Budget:

Based on a very preliminary review of the scope of the program, we have attached a concept sketch to assist in your consideration of all of the program spaces that are required to be accommodated. Please note that the plans are considered to be preliminary for discussion purposes only. In conjunction with multiple reviews with the owner, the plans will be revised and developed to accommodate all program requirements. Based on the information to date, the extent the program requirements would impact 1,500 sq. ft. of the existing site and facilities. Please note that our approximate project cost below is based on the sketch attached.

Based on the concept plan, using unit cost estimating only at this time, the cost of the project would approximate the following:

New construction 1,000 sq. ft. x \$450.00	= \$450,000
Existing Alterations 500 sq. ft. x \$250.00	= \$125,000
<u>Sitework Allowance</u>	<u>= \$25,000</u>
Preliminary estimated hard cost	= \$600,000
5% Contingency	= \$30,000
<u>10% soft costs</u>	<u>= \$60,000</u>
Preliminary Budget	= \$690,000

Exclusions (not included):

- Furnishings.
- Equipment.
- Special systems (computer, phone, etc.)

We look forward to meeting with you in the near future and working with you through the successful completion of this project. If you have any questions, please feel free to contact us.

ATTACHMENT "A"

Services being provided are based on the following rates and anticipated timeframes required for each task for schematic design at the following rates:

Architect \$175.00/Hr.
 Project Manager \$150.00/Hr.
 Draftsman \$125.00/Hr.

Phase 1 Fees			
	Architect Time	PM Time	Staff Time
Site review	0	4	0
Schematic Design Drawings	2	8	32
Design Review Meetings	4	12	0
Initial Construction Budget	0	4	0
TOTAL	6 X 175 = \$1,050	28 X 150 = \$4,200	32 X 125 = \$4,000
TOTAL ESTIMATED COST PHASE 1 = \$9,250			

Phase 2 Fees			
	Architect Time	PM Time	Staff Time
Design Development	4	16	24
Construction Documents	8	20	80
MEP Consultant		20	
Revised Construction Budget	2	8	0
Construction Administration	12	52	8
TOTAL	26 X 175 = \$4,550	116 X 150 = \$17,400	112 X 125 = \$14,000
TOTAL ESTIMATED COST PHASE 2 = \$35,950			

PROPOSAL FORM CONTINUED

The Village of Greenport is seeking qualified engineering firms to:
 Review existing conditions at the Village of Greenport Third Street Fire Station to determine the most cost-effective solution and produce a construction bid package consisting of plans and specifications to establish:

- ADA-compliant restrooms at the Station One Firehouse,
- An addition to the "Annex Building" at the Station One Firehouse to include storage and offices or, in the alternative, interior renovations for the same purpose, and
- The addition of a restroom, shower, "decon" room, and washer and dryer for the "Annex Building."

Lump Sum Price (Words)	Lump Sum Price (Numerals)
FORTY-FIVE THOUSAND, TWO-HUNDRED DOLLARS	\$45,200.00

Pursuant to, and in compliance with, the advertisement for proposals and the instructions to proposers relating hereto, the undersigned, as a proposer, proposes and agrees, if this proposal is accepted, to furnish F.O.B Greenport, NY, the above-mentioned product(s) as required by the manner therein prescribed by the Purchaser prior to the opening of proposals.

Liquidated damages in the amount of \$200.00 per day maybe assessed for each consecutive calendar day of delay not excusable as provided in the Contract Documents. Contract work must be started within one (1) month and completed within four (4) months of issuance of the Notice of Commencement.