| 1 | (The Meeting was Called to Order at 7 p.m.) |
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| 2 | MAYOR HUBBARD: Okay. I'll call the meeting |
| 3 | to order with the Pledge to the Flag. |
| 4 | (Pledge of Allegiance) |
| 5 | MAYOR HUBBARD: Please remain standing for a |
| 6 | moment of silence for Catherine M. Bumble, Anne G. |
| 7 | Flood, Margaret M. Krukowski, Marion Louise Latney, |
| 8 | Rayna Grace-Morris, Sister Margaret Smyth, Clint |
| 9 | Marczewski, Arthur Quintana and Mark Quintana. |
| 10 | (Moment of Silence) |
| 11 | MAYOR HUBBARD: Thank you. Be seated. Okay. |
| 12 | Under announcements, Trustee Clarke is excused from |
| 13 | the meeting tonight. |
| 14 | Village offices will be closed on |
| 15 | December 26th, 2022 in celebration of Christmas and |
| 16 | Hanukkah, and on January 2nd, 2023 in celebration |
| 17 | of New Year's Day. |
| 18 | Also, I received a letter from the BID |
| 19 | yesterday. I want to thank the BID for the letter |
| 20 | with a list of names that were included on that, |
| 21 | people that want to be on the Waterfront Advisory |
| 22 | Committee. Right now we have a motion tonight to |
| 23 | appoint people on it, but we have other people that |
| 24 | have volunteered for it. We're going to add those |
| 25 | names to the list. When we need more people, |

whatever, they're welcome to come and join in the conversation, discussions we have. But I just want to thank you for talking about it at your meeting and bringing some more names forward. It's good to have more people involved. Thank you.

application was received from Boat House One, located at 211 Carpenter Street. It's posted in the paper. If anybody wants to make comments on it, you make it directly to the SLA. This is for information. If you need -- have any questions or how to respond, or whatever, you can contact the Village Clerk, if you need to, and we'll assist you in trying to get your comments in to the Liquor Authority.

All right. Board Discussion: We have a discussion regarding criteria for exemptions from the moratorium. We've received two letters from property owners downtown that wanted an exemption, but we have not set a criteria for the exemptions yet. We haven't even voted on the law yet.

So we have the Village Attorney, along with Mr. Pallas and myself, we worked on a list of requirements for the exemption. The Board has it. We really -- this is a Board discussion. Is

| included in the newest version of the Local it's included in that. So, really, it's ope discussion. Is everybody comfortable with the wording of what the Village Attorney put for | |
|--|---------|
| discussion. Is everybody comfortable with | en for |
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| 5 wording of what the Village Attorney put for | the |
| 5 1 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | rward |
| 6 to us? | |
| 7 TRUSTEE MARTILOTTA: Looks good to me | |
| 8 TRUSTEE ROBINS: Yeah. I think Joe d | id a |
| great job, actually. It's quite detailed. | I think |
| it will be, you know, of use to the people | in the |
| community who might be seeking exemptions. | So I |
| 12 think I think it's well written. I hope | we're |
| going to share the comments with the public | |
| 14 tonight. | |
| MAYOR HUBBARD: Well, they've had | it's |
| in it's in the Local Law that they had, s | so they |
| 17 could have read it yesterday. | |
| 18 TRUSTEE ROBINS: They do have it, okay | у. |
| 19 MAYOR HUBBARD: Yes. | |
| TRUSTEE ROBINS: I wasn't sure if the | public |
| was able to look at it. | |
| MAYOR HUBBARD: Yes, it was included, | it was |
| on the website yesterday. | |
| TRUSTEE ROBINS: Oh, okay, good. | |
| | |

Section 150-51(E) deals with the exemption. So anybody who looked at the law yesterday, it's the same stuff that was in there. Any other comments?

TRUSTEE PHILLIPS: No. Actually, I'm very happy with it. Joe, the Village Attorney did an excellent job in creating a listing of steps for us to process that, to come up with a final determination, which is what we need to do. So I'm very pleased with it. Thank you.

MAYOR HUBBARD: Okay. All right, very good.

Just as an explanation to the public, somebody -the letters we got were just a letter saying that,
"We need an exemption because there's a hardship."

It's more involved than just that. You have to
show financial hardship, the reason for the
hardship, was it self-induced, was it something
that just happened. And before the Village Board
can vote on it, it goes to a public hearing first
for the public and everybody to weigh in on it.

That's all part of the way the process works on it.
So we can't just say, boom, all right, you get an
exemption, the other one doesn't.

So we need the full application with everything included in there that's requested, and then we would schedule a public hearing, and then

after the public hearing, then the Board would take action on granting the exemption from the moratorium. But anything that requires Planning Board or Zoning Board would still have to go through the process of going before them.

It's just a brief explanation, and the criteria is all listed down there. Okay? So that ends the discussion on that.

Public Hearing: A Public Hearing regarding a proposed Local Law of 2023 creating Section 150-51 of the Greenport Village Code creating a six-month moratorium on development in the WC Waterfront Commercial, CR Retail Commercial and CG General Commercial zoning districts in the Village of Greenport.

Now this public hearing was noticed back on December 2nd. That was on the original version of the law we had at that time. It's been rewritten several times since then, with edits from the Planning Board and Zoning Board that were added onto it, plus a meeting that the Chairperson of the Planning Board had with the Village Attorney, the Village Administrator, along with another member. Tricia was there at the meeting with more edits towards that, and then comments from the Village

Board on the guidelines for the exemption to the moratorium.

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So, basically, we're opening it up for comments on the original law, but there are different versions. The two middle versions we're really discounting, because we're down to a final version now, hopefully, that we could move forward with that, we'll take public comments on it. Any changes that need to be made, they will be made on it, and then, hopefully, we have a final law that we can present officially to the Planning Board and to the Suffolk County Planning Commission for them to review and give us feedback on. If they make no changes, or anything else, then we would schedule a public hearing and then vote on the official law to move that forward, once we hear back from Suffolk County Planning Commission.

If that all makes sense to everybody, that's where we're at. So I'll open up the public hearing, any comments from the public on the law for the moratorium. Name and address for the record, and come on up.

DAVID GILMARTIN: Hi. Dave Gilmartin from the Law Firm of Greenberg Traurig, 2413 Montauk Highway, Bridgehampton, and I represent Hf2 Hotel Owners, and they have an application to convert a property within the CR Zoning District to an inn.

We this afternoon submitted a letter in opposition, which I hope you will all read before voting on this. And let's -- let me start with what I think are some of the salient facts, and then I'll get to the impact on my client.

This moratorium isn't necessary. As far as I can tell, there are two reasons behind it. One is the protection of the Waterfront District as if it's threatened. This Board, in a previous iteration in 1988, adopted an LWRP. That RWLP (sic) was followed up from 1988 through 1996, and what we got out of that was a very tight, very restrictive zoning district.

If you read this, these are all water related uses, and it -- and it's highly restrictive. So the idea that there's some challenge that could come in and take that away from this Village I think is highly unlikely. The only way that happens is if your Zoning Board gives a use variance. I've researched the last six years through the Zoning Board of Appeals records, that has not happened. The one application was at 123 Sterling and it was rejected. You have a good

protective code in place as we sit here today.

There's no -- there's no threat to the Waterfront

District and the working waterfront.

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The second reasoning, and I sat through the scheduling, and I listened to what everyone had to say, and there's some idea that currently there's an overdevelopment in Greenport. Well, you know, that's easy to say in the abstract. So what my office did is we went back and looked at the last six years of the applications before the Planning Board in bulk, right, how many were on each calendar, and what we found is that from 2017 to 2019, there were far more applications before this Board. The last three years, there are 30 to 40% There's no -- there's no run on less applications. development, and there's no overdevelopment argument to be made here, it's a fiction.

The second -- the second idea, and I say this will all due respect, but with a lot of land use history. I work for a land use law firm, I've been doing this for a long time, I work with people that are doing it for a long time. There's no possible way that this gets done in six months or even a year. You have to produce a document like this. This is the 2014 update. That's not going to

happen in six months or a year. We're looking at two years.

It's our experience, with this kind of sweeping study or update, and I don't think you've identified exactly what it is you want to do, whether it's a comprehensive plan or an LWRP update, there's no way that that's not going to get done in this year time frame that's been set out. If you look at other municipalities, search it, there's just -- there's no possible way that could happen.

I would also say as a -- and, again, I say this respectfully, but the 2014 update that this Board in the previous iteration voted on, sent to the State, started in 2010. It's still not completed. Be that as it may, it took you three to four years to produce this document, right? So if I say two years, I think I'm giving the Village the benefit of the doubt in that time frame.

And, you know another thing, who's -- who's going to produce this? Who's the person that's going to sit down and gather all the studies and write this? I mean, you are all -- you're all basically volunteers, right, and we all have lives that we have to live. And for somebody to take the

time to produce this type of document, it's a herculean task and it's going to take time.

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Moving on to the -- to the impacts of a moratorium, certainly on my client and those that are similarly situated in the -- in the districts that you've identified. I think you really need to consider the true time frame. You know, you can put a time frame in a -- in a Local Law, but municipalities do that all the time and it gets extended. So if we say it's a year-and-a-half or two years, that's to produce the study. Then after you produce the study, you have to enact a Local Then the person who has been held up under the moratorium needs whatever time, a year, to get through the site plan process under this new law, right? Then, you know, they have to get a building permit and then build. This is a four to five-year delay in a person who is -- you know, in the case of my client, a person who has started the process, has been in the process, I think, Mayor Hubbard, we mentioned a year ago on this. Been in the process for a year, and then you're going to hold them up? And that's -- it's got to be four to five years that you are going to stop this. It's not -- it's insurmountable for a property owner.

I'd also, you know, ask you to consider, and I'm not trying to be a wise guy, but there's no moratorium on a mortgage payment, no moratorium on an insurance payment, there's no moratorium on your real property taxes, there's no moratorium on your carrying costs. Those are all real life impacts to real life people.

You know, the other thing, again, not trying to be a wise guy, but if you put a moratorium on this property, and my client will wish to divest themselves of it, they can't do that. Who's going to buy a property when they don't know what use it can be put to, right? Again, they're going to be held up four or five years and then can't divest themselves.

The other thing that I'd ask you to really consider and really think about is the fairness question, right? I heard a lot of people speak, but they are all, respectfully, people that are not financially impacted by the institution of this moratorium. I would venture to guess that there are less than 10 property owner/taxpayers who are in the process of taking a piece of property from where it is when they got it and trying to make it productive, right? Those are the people that are

impacted here. Those are the people that have skin in this game. Those are the people that are going to get hurt, and one of those people is my client.

There's a -- there's a line of cases, and I've provided them to you in my letter, that state that the few should not bear the burden of the entire municipality when a moratorium is proposed, or for that case enacted, and that's going to be the case here. You have, you know, what looks to me, again, under 10 applications in front of your various land use boards that are trying to take what's an unproductive property today and make it productive, and that's who you're hurting, those are the people with the skin in the game.

The other -- the other legal argument, and I don't want to go too far into it, because you'll probably be bored with it, is I think from a -- from a real legal standpoint, you're putting the cart before the horse. You're putting the cart before the horse. You are just starting your plan. You have no idea how this is going to turn out, what the plan's going to say. I've showed you the chapter on the Waterfront Commercial, and I, again, point your attention to that, but that's really tight. How much more can that be changed, right?

So where is this process going? You don't have any idea. You're appointing people to different Task Forces or Advisory Committees, and you have no idea where that's going to end up.

Moratorium are legal when you are considering an actual change to the Zoning Code, not that maybe some study is going to come out with some reason why we may have to change it. It's when you are considering actual changes to the Zoning Code that the moratorium is then proper.

The final thing I'd like to say is I think you're putting the Village in harm's way. Reading that moratorium and considering its impact on my client I think ends up in a temporary taking of the property, because there's absolutely nothing they can do with it if you enact a moratorium. And it is a fundamental constitutional right from the Fifth Amendment that if there's a taking of the property, the property owner is just compensation. The Fifth Amendment is the just taken, then the 14th Amendment allows it, allows there to be a claim against a state actor, which you are as a local Legislator.

So in sum, we'd ask you to vote no on this approval. I don't think it -- I don't think it

accomplishes a whole lot, except hurting a few people. Thank you.

MAYOR HUBBARD: Okay. Anybody else wish to address the Board on the public hearing?

MARK BOYLE: Yeah. Hi. I'm Mark Boyle, 1073 Ash Drive, Mahwah, New Jersey.

Along with Erik Warner, I am part of the development team for 200 Main Street, which has spent the last year working with the Village to develop a 22-room inn. Erik is sick with the flu and could not be here and he apologizes. He has been an active part of the community with his family since his purchase of Sound View Hotel in 2016, and in 2019, purchase of the Harborfront Inn.

In addition to me, there are several other investor families in this small project on Main Street. We are not quite sure why a moratorium is being proposed. Usually we see this type of action happening when development is running rampant in a community, taking advantage of broken zoning laws and building codes. As far as we can tell, there are no major developments happening or proposed in the community.

There are a lot of rumors that are always -there are always a lot of rumors in a -- in a

village. I can't tell you how many times we have heard the Greenport yacht building is selling, but factually, there are no major new developments happening in or around Greenport that will change the face of the Village.

And so passing an unnecessary moratorium will have unexpected consequences that none of us in this room are talking about. The eyes of the region will turn to us and examine exactly why this Village has issued a moratorium. Those eyes will see very little, if any, reason for a moratorium, and then they will label our community a capricious bunch of extremists passing laws that are unnecessary and without merit.

Existing -- existing growing businesses will cease to grow. If businesses can't grow, their values are capped, which means real estate values in this community will stop growing as well. If the value of the property stagnates, what do you think will happen to all of our property taxes? We will argue for them to be lower, and then the Village would have less revenue to operate, which ultimately means higher taxes for everyone else in the room.

Have those of you behind the moratorium run

the math of all the negative outcomes of an unnecessary moratorium? Where is the math on the financial impact to the Village and those of us in it? Are you 100% sure that a moratorium is a way to achieve your goals?

Our actions in passing a moratorium will be the economic kiss of death to the businesses here, as well as anyone who ever imagined more activity and a more vibrant Village core. Why would anyone for the next 10 years even thinking about investing in the Village when we capriciously pass laws without basis, and we couldn't even finish our LWRP from 2010. Yeah, 2010, we didn't even finish that one.

The risk levels we are creating for the current and future business and real estate investment in our community are extremely high and destructive. Our inn development is a great example of this. If you pass this proposed moratorium, you will create financial hardship for all the investors in our proposed inn in the extent that you will likely cause us into bankruptcy. You realize you are ripping the rug out from under us and those like us.

A year ago, when we started this project in

good faith, there were zero discussions of a moratorium. There were -- there was zero meaningful discussions of a moratorium well into 2022, and, therefore, we meaningfully continued in good faith to pursue our vision of creating an inn at 200 Main.

We're not a big development company with endless resources, but a group of small friends and family investors who create one small lodge, one project a year. Our projects are mostly in small communities like Greenport, where we can have a tangible positive impact on guests and team experiences by celebrating communities where they exist. We believe our development should add value to the community, and we believe in the process of listening to our community members and incorporating their comments into our plans.

We have been meeting with the Planning Board continuously since early in the year and have incorporated many changes to our plans to accommodate their -- their comments. The process is going exactly as it should, and clearly shows that we, the Village of Greenport, have a system that ensures the uses of proposed development makes sense in our community.

We've spent hundreds of thousands of dollars on traffic, parking, other studies, architects, engineers, as well as on costs associated with the award-winning -- award-winning Columbia University trained Historian, who has created -- who has helped us create the historic context of our facade. Our building feels like it has always been part of Greenport.

We are responsible and have in good faith gone above and beyond any of the current rules and regulations of the Village to create an inn that feels like it belongs in our community. We are a developer following the rules, and the existence of the Village process is working.

Before we purchased 200 Main Street, we researched both the Village and Zoning codes, as well as the process which would -- we would need to follow to create our inn. Per conversations with the Mayor and his team, development would be very straightforward due to the inn being a permitted use, and our design being focused on matching the historic landscape of Main Street.

The current building was cheaply thrown up years ago and served mainly as a car wash. We are creating a small economic engine. Let me by

example provide some background to that statement.

If we -- if just 10 couples stay at our inn on any given night, eat breakfast in the Village, \$30, buy some books, \$40, then lunch for 50, art, clothes, some memorabilia, \$50, some coffee in the afternoon, another 10, dinner for 100, then breakfast again before they check out the next day, we are bringing about \$300 of revenue to the small businesses, all of the small businesses of Greenport per couple.

Let's aggregate those into bigger numbers.

That's \$3,000 a day for those 10 couples, and well over a million dollars of revenue for the Village.

What small development has such a major impact on a village, all created by a developer following the rules of our Village?

At the time of our site purchase, we thought the Village was business-friendly and welcomed small business that meaningfully created positive economic growth for its community members, and that is now not the case. Are the 200 signatures representative of the aspects of the community that will suffer most if there is a moratorium put in place? Think about that.

We now have invested close to \$3 million in

this project as we work through the process with the Planning Board. Yes, we're into this for \$3 million already. We are hurting.

Our research indicates that a moratorium for this type of a study that you are proposing will take two years. Then you will have to enact a law, which the plan recommends, will take another year. After that, you will have to -- after that, we will have to, if we are permitted even to build an inn, go through the site planning process, which will take another year. Lastly, if we're still permitted to build our little inn, it will take another year. Over those four to five years there will be no moratorium on our mortgage, no moratorium on our property taxes, no moratorium on our insurance costs. We bought 200 Main thinking this process was two years. Now we're adding up another five, for a total of seven years of risk.

There is real tangible harm in a moratorium, more so with one that is unfounded. We cannot financially overcome this proposal. It is completely unfair and will set a horrible precedent for a place that has already taken some years to overcome its last tragedy with the disbanding of its Police Department.

We are just emerging from one of the worst economic crisis in years and a looming inflation. The hospitality and tourism industry is one of the worst hit sectors by the pandemic, and we still are recovering from it. This is the time to support small business and economic growth, not derail it.

The Village does not currently have a problem with developers, it has a problem with listening to well-intentioned, but misguided, voices that are dramatizing a situation that doesn't exist. A moratorium will not solve this imagined situation, and the outcome will certainly have extreme negative, destructive consequences to all of us.

Please know, if you vote for this moratorium, you will be sentencing our investors to severe financial harm, and hurting a lifeblood of the business community here in Greenport. So we're asking vote no for such a moratorium. Thank you very much.

MAYOR HUBBARD: Thank you. Okay. Anybody else wish to address the Board? No? You. Rich.

RICHARD VANDENBURGH: Thank you. Richard Vandenburgh, Greenport BID.

I stand before you as President of the BID, the Business Improvement District. That means

virtually all businesses in our Downtown Village, which includes large areas of the Waterfront Commercial and Commercial Retail Districts.

Businesses and properties that are a significant part of this Village's tax base, businesses, residents and the employees that live and work in those properties, which create a vibrant and thriving Downtown District. Businesses and owners of properties that have collectively invested millions of dollars into the Business District in creating an appeal that has put us, Greenport, on the map.

In light of all the recent conversations, petitions, meetings, what we all seem to agree on in this room and beyond is that we want considered, thoughtful, and comprehensive planning for the future of Greenport. For too long, perhaps, that goal had not gotten the focused attention it deserved. And now the outcry for more comprehensive planning, with specific focus upon our Waterfront Commercial and CR Districts, has brought that simmering issue to a boil.

I continue to applaud your willingness to embrace this issue and begin the process of gathering input to achieve this overdue goal, but I

do have concerns. In support of the effort to get more comprehensive plans in place and drive specific focus on how to protect in part the waterfront-dependent and working waterfront area, it has been repeated and advocated many times, and in support of a proposed moratorium, we should be 100% clear on understanding what the specific deliverables will be.

It has also been raised that during this period of a six-month pause, what do we hope to accomplish? These are two broad statements that on their face are certainly rational. While I agree with the underlying objective and need for better planning and a rational approach, as I have advocated well before the most recent petitions and email campaigns, the current course of our action could very well undermine the strength of our Village.

Leadership is difficult and requires the courage to sometimes stand apart from the rest of the crowd in order to rationally consider and logically assess the situation. We need more of that leadership now. I ask you, do not succumb to hastily imposed reactionary moves in the fervor of crisis-motivated action. Do not grow impatient

with this process and undermine the value of the ultimate goal.

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The underlying motive for most in this room is understood, develop a thoughtful, considered plan using expert guidance, proper metrics, and specific tasked objectives to develop such planning. That should continue to be the goal. But when people rally around -- rally around the cry of "Moratorium, impose a moratorium," I ask them what does that really mean? Do people truly understand the impact that it will have? Do you know exactly where the imminent threat exists, or is it fear-driven innuendo that creates a form of hysteria? Do you fully understand and appreciate the threat to our tax base with the implementation of a moratorium that is couched in terms of a pause, but could have a much longer impact?

A hastily implemented moratorium ignores the facts and considerations of the resulting negative influence and impact that can absolutely affect our tax base. Why would we -- why would you want to undermine the strength of our real property tax base?

Moratoriums are double-edged swords, specifically not favored for this very reason. If

we undermine the value of our tax base, our Village's financial health and strength is compromised and we all lose.

Ineffective and extended moratoriums can cause assessments to begin to decline, tax grievances begin to increase based on the taking of property rights, businesses are dissuaded from operating, storefront vacancies increase, rents decline, property values slide, and tax revenues falter. It becomes a vicious circle and could perpetuate towards a downward cycle that expands to residential properties, ultimately leaning to increased taxes or reduced services. It's happened before, and you should not want to be the catalyst in launching us on that path again.

There's a document that the Suffolk County
Planning Commission uses as a guiding document that
states, "A moratorium is the most extreme land use
action that a municipality can take, because it
suspends completely the rights of owners to use
their property." Seen in this light, it is
advisable to proceed the adoption of a moratorium
by clear findings that confirm the necessity of
this action. What are the conditions that mandate
the imposition of a moratorium? Are no other

alternatives less burdensome on property rights available? Why are the existing land use plans and ordinances not adequate? What recent circumstances have occurred that justify the adoption of a moratorium? How serious and urgent are these circumstances? And what hard evidence is there, hard evidence is there to document the necessity of a moratorium?

A member of our BID community recently pointed out that if this moratorium process, what is the -- if not this moratorium process, what is the alternative? What is the counterproposal that seeks to achieve the overall interest in achieving better planning?

The BID and I have previously stated that our stakeholders are aligned on the desire for better overall planning. So what is it we should do instead? I submit the following points:

First, gather and disseminate the facts that detail the exact and real threats that support this proposed law, not assumptions based on innuendo or supposition.

Two, provide the specific number and types of applications that are pending before our local Boards that are the basis of these threats.

Three, articulate the reasons and difficulty that actually exist for these Boards in their inability to follow or reach a determination that is consistent and in keeping with our current uses and objectives. With that basic information, we could then follow a least restrictive means of pausing those particular projects that are the most difficult.

Four, finalize the creation of the Waterfront Advisory Committee, and specifically define what the goals of that committee will be and how those findings should be stated.

Five, relentlessly and diligently follow up on the LWRP that was submitted back in 2010 or '14 in order to secure its acceptance by the State now. Create a special director, office or counsel whose sole purpose is to get to the bottom of why it has languished for eight years without approval.

Six, begin the work by convening the WAC as soon as possible with the outline and task list of our expectations, and further incorporate community input and stakeholder engagement.

Some examples of that process should include what is the definition and vision of an innovative, successful and productive working waterfront? And

are there other current day examples in our region where working waterfronts are economically and functioning -- functionally successful? And how do we incorporate the supporting services, including housing, utilities and other infrastructure, to ensure success? And perhaps what should we not do that will result in a detrimental income?

And returning to the additional points, seven, continue with fundamental educational seminars and training on best planning practices, such as the upcoming Pace seminars, to empower our baseline understanding and skills in this area.

Eight, seek out additional feedback and advice from qualified economic, planning and land use experts to corroborate the viability of these findings and the scope of the proposed changes and uses.

And finally, task our local Boards to work with the results of the WAC conclusions, along with the expert input, in order to deliver a 10-point, or something similar, formative plan or recommendations that can be coalesced into zoning updates and voter referendums for final approval and changes.

The ultimate goal we all want to see is

better comprehensive and smart planning, that's clear. Some form of pause may ultimately, ultimately be necessary. However, the BID respectfully submits that rushing to impose a full moratorium with the limited data that we have at present is not going to be in the best interest of our Village.

Until we can adequately answer all of the above points, or honestly and credibly rule out those steps and points as unnecessary, I ask who in their rational mind believes the process of getting to an end result with productive and thoughtful conclusions under the current course of action will actually occur in six months? Who in their rational mind believes that this Village will not likely be sued, potentially more than once, based on the allegations of overreaching and taking by the Village in its use of its police powers in taking the drastic step of hastily imposing a full moratorium with the various multilayered carve-outs, exceptions and rules?

The process of achieving a thoughtful plan is possible and should be pursued, but I urge this Board, in its capable, focused and intelligent capacity, do not allow crisis management to cloud

1 your logical, thoughtful and measured 2 decision-making process. Work the facts, trust in 3 a logical approach. You can get to the goal that 4 everyone seeks without the overreaching of imposing 5 a full-blown moratorium. Leadership can be 6 difficult, but you can and must stand apart from 7 the crowds -- crowd, and I urge you to act in a 8 measured manner. Thank you. 9 MAYOR HUBBARD: Thank you. Anybody else wish to address the Board? 10 11 PATRICIA HAMMES: Good evening. Tricia 12 Hammes, 603 Main Street. As always, disclosure, I am a member of the Planning Board, but I am here in 13 14 my individual capacity this evening. I think it's really interesting that 15 16 Mr. Vandenburgh talked about not undermining the 17 value of the ultimate goal. I mean, that's the 18 whole point of why people enact moratoriums when 19 they're doing their planning process. It's quite clear that the law provides the right of 20 21 municipalities to exercise an implement 22 moratoriums. They're commonly used in 23 circumstances just like those before us, where a 24 plan has not been updated in a long time, a zoning 25 code has not been updated in a long time.

The purpose of this hearing tonight, as I understood it, was for people to comment on the draft of the law, if they had concerns, to make specific, you know, suggestions or articulate their I haven't heard any of that from these concerns. people this evening. I've heard them say they don't like it, you know, it's going to harm them. But, you know, if they didn't come in here and say, "Well, we took a look at the law and this is" -you know, "This doesn't really work for us, but here's our circumstances," or "Here's generic circumstances that affect businesses that we think you need to be considering as you enact this law." That's what the Planning Board did. The Planning Board went through it. Based on our experience, we made concrete suggestions to this Board on things that should be incorporated that would protect businesses while we went through this process.

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The whole purpose of the moratorium is, yes, to maintain the status quo while we figure out what our end goals are, and to not allow things to happen in that interim that undermine the goals we're trying accomplish.

So, to be clear, the Planning Board's comments, for those of you that haven't bothered to

look at the revised draft of the law, included making sure that people could make necessary and material additions and improvements to their property. That they could remove hazards. We took residential properties out, because, obviously, they're not intended to be captured by this.

There's some vague -- some, you know, specifics of our Zoning Code that are a little odd, in that we have some residential properties in Waterfront Commercial, so we needed to deal with that.

Similarly, we're very aware of the fact that there are empty properties, vacant properties, people that may want to sell their properties, and we suggested provisions to deal with that, so that people can sell their property and it can continue as a -- as an ongoing business.

So maybe you guys should like look at the law and make some concrete suggestions next time, instead of just being negative, if you don't mind.

In any event, I appreciate all the work that you all have done. This has been a conversation that's been going on, on and on for a number of years in this Village. I think moratorium first came up well over a year ago. There were some

1 attempts to try to deal with some of these issues 2 without putting a moratorium in place that 3 didn't -- weren't successful, and I think that the 4 community heard that, looked at it, and said, "Look, we need" -- "We need a" -- "We need time 5 6 We need some time to take a step back and here. 7 figure out what we want to be, and not allow that 8 to happen while we're trying to figure that out." 9 Maybe six months. I don't disagree, six 10 months is a short period. But it doesn't mean that we can't revisit the moratorium in six months. 11 12 doesn't mean that in six months we can't say, okay, this is where we are, and we realize this, and now 13 14 we can like tweak some things and we can let 15 things, you know, move on. 16 I think, you know, people just need to try to work together here and acknowledge that the Village 17 18 hasn't updated its plan in a long time, it hasn't 19 taken a look at its code since the '70s, and it's time for us to do that. 20 21 So thank you again very much for your 22 consideration and all of your hard work, it's 23 greatly appreciated. 24 MAYOR HUBBARD: Okay. Thank you. Anybody 25 else wish to address the Board?

KEVIN STUESSI: Kevin Stuessi, 420 Clark Street. Good evening, Mr. Mayor, Trustees, Deputy Mayor, and Village Attorney, Mr. Pallas and Sylvia.

I think it's important to remember who has been here over the course of several meetings. What you've seen is this community come out in force to tell you that they wanted to see a moratorium enacted. Of the four speakers that we heard this evening, the first three of them don't live in the community of Greenport. The only one who does is Tricia. I think that's important to remember.

The 200 people that submitted signatures on the petition are members of this community. There were a large number of business owners on that petition, people who have a vested stake not just in living here, but also in running their business here. Three of the individuals own the two largest property parcels in the entirety of the Village. You had both Steve Clarke with the shipyard, together with the Rowsoms at Preston's, putting aside the Hospital, which, of course, is a very large property that should be taken into account as part of this moratorium and falls within the district.

I think it's also important not to listen to scare tactics. The two gentlemen from New Jersey and East Hampton who are here this evening, representing the building at 200 Main Street, let's put a face on that. It's not just an old laundromat. This was a very successful retail business that was run for 29 years by a woman whose name was Angela. She ran it very successfully. Had a great business, lost her husband during that. It was a wonderful part of this community.

So to sit here and suggest that nothing's going to be done by a moratorium going into place is, frankly, preposterous. I'd ask you why you didn't put anything in that space over the course of the entire past year? You could have put a retailer in there. You could have, you know, done some sort of wonderful popup that would have been meaningful for this community, if you cared about participating in the community.

And the fear tactics of, you know, what it's going to take to get the hotel open, that's part of your investment. I've spent my life building hotels, restaurants, residential, office projects. The two last projects I came off of, we spent 10 years and 15 years before we ever put a shovel

in the ground between acquisition of the property and getting the property started and developed.

That's part of the risk of doing business.

The other thing to consider on this specific one is it was a longstanding retail store. You're looking for exemptions from the Planning Board. Who knows what would have happened. I think it was Mr. Vandenburgh in the last meeting who said, you can, you can utilize the tools that you have in the Planning Department toolbox to make a decision on things.

So I would ask you, if you're committed to the community, to stick with the community. And you've had some great success with both the Sound View and the Harborfront, and would ask you to stick with us and work through this together with the community. And I'd also ask you to activate the space. That would be really wonderful to see as part of the community. The community has spoken, they have told you all that we very much want this.

You want to talk about economics? The community represents well over half a billion dollars of real estate value between all of us who live here. Some of them own businesses who are

here. Many of them do not, but they care greatly about the community, and that's why they signed the petition, and that's why they have filled this room to standing room only, like nothing I've seen in my time in the community. We care about this place very much so, and we respect immensely all the time and energy and effort that this Board has put into taking care of our community, and getting us to the point where we've now voted on things.

As far as the fear tactics of talking about some economic depression that we're going to be facing, all I ask you to do is come with me, and I'd be glad to take you over to Sag Harbor, and we can spend the day in the town, and I will show you what has happened with real estate values in Sag Harbor over the past three years. They just came out of a moratorium. Real estate values are up, businesses are successful over there, property values are up, all very important things to consider. And, frankly, my prediction, that when we look back, whether it's two years or five years from now, you're only going to see continued rising property values within the town.

We have some really wonderful things that are happening in this town right now, and we have many

1 people who are committed to doing great things in 2 The woman who is purchasing the the town. 3 Auditorium right over next -- you know, this 4 wonderful turn-of-the-century Auditorium, she is 5 committed to participating in this process as well 6 and wrote a letter to the Board in regards to that. 7 People want this. There may be a few 8 exceptions who don't, but the overwhelming majority 9 And I would ask anybody who does not, listen 10 to what Tricia Hammes said, and please participate 11 in the process and ask how we can make this better, 12 participate in the Waterfront Advisory Committee, and what we can do to make our community better, 13 and listen to the residents here. Don't just 14 listen to the dollars and cents of the immediate 15 16 issues, because if that was your care, there would be a retail store in there today collecting some 17 18 rent. Thank you so much. 19 MAYOR HUBBARD: Thank you. Anybody else wish to address the Board? 20 21 SOFIA ANTONIADES: Sofia Antoniades, 22 12500 Main Road, East Marion. 23 Good evening, Mayor, Board. I'm not sure if 24 you're familiar, but I'm trying to move forward 25 with a Pilates and yoga studio at 308 Front Street.

Although my address is in East Marion, East Marion doesn't have a commercial business district, and the business district that I come to is Greenport. I've been in East Marion since the 1960s and I've seen what Greenport has looked like from the time Grant's was there, and IGA, and A & P, and remember many of the empty stores.

I have read the law, the proposed law, and have submitted a request for a waiver based on the points that were in the proposed law. And I did read the -- the new posting that was on the website yesterday, which just confused me even more so.

All I am trying to do is take an existing property, not enlarge it, not change it dramatically, and make a good use of it. I cannot put a retail store in there, I cannot do anything. I am pretty much stuck right in this moratorium if you leave the language just the way it is.

I'm not an attorney and I don't know how to navigate myself out of the moratorium to continue with the planning and the construction of my Pilates and yoga studio, which will not bring money to the Business District, it will service the residents of Greenport and East Marion. I'm not opening a yoga studio to bring in \$30 or \$300 to

| 1 | other businesses, I'm opening up the studio to be |
|----|--|
| 2 | used by the residents. And although I'm not in the |
| 3 | Greenport zip code, I use the Greenport area |
| 4 | exclusively for my shopping. |
| 5 | And I would like some clarity and a little |
| 6 | bit of I'd like the moratorium, if you do move |
| 7 | forward to it, to have different language for |
| 8 | existing, preexisting buildings, that we can make |
| 9 | use of what's there. Thank you. |
| 10 | MAYOR HUBBARD: Thank you. Okay. Anybody |
| 11 | else wish to address the Board? |
| 12 | (No Response) |
| 13 | MAYOR HUBBARD: Okay. Close this public |
| 14 | hearing, correct, Joe? |
| 15 | CLERK PIRILLO: Mr. Mayor, excuse me. |
| 16 | MAYOR HUBBARD: Oh, that's right, yes. We |
| 17 | have somebody that submitted a letter that they |
| 18 | wanted read into the record. I forgot, I'm sorry. |
| 19 | CLERK PIRILLO: That's okay. Thank you. |
| 20 | "To: Mayor George Hubbard and Greenport |
| 21 | Board of Trustees. From: Lynn A. Decker and |
| 22 | Carole Ann Myavec." |
| 23 | "We request that the following letter be read |
| 24 | into the minutes of the December 22nd, 2022 Public |
| 25 | Hearing on the Proposed Local Law concerning a |

Six-Month Zoning Moratorium.

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We have been full-time Greenport residents for 38 years and have watched this beautifully tranquil village more recently become a bustling tourist destination.

While we fully appreciate the concepts of change, evolution and progress, we do not appreciate the rampant uncontrolled pace at which these things have all taken place. The Village's transformation has benefited many new faces and investors, but to the determent of the existing local population. That is not to say that all who are new to our Village are here to reap dollars and opportunities. Many have joined the community with a desire to truly become part of it, because they love Greenport for the character it offers, and for the attitudes so many of us have shared for so long, and we sincerely welcome those new members of It is the need to slow the ones who our community. see dollar signs instead of human connections and quality of life that prompt us to state that we are totally in favor of initiating a moratorium to examine our current state of affairs and reevaluate how we want to move forward with Greenport's place in the world.

The rate at which affordable homes and apartments have disappeared is mind-boggling. Community members who were born and raised here, and whose children are being raised here and attending our local school, cannot afford to live or work here any longer. Their plight has become secondary to those who see them as collateral damage to their investment plans. The people walking away with the money are not concerned about those factors.

We fully realize that this pending moratorium is focusing most specifically on waterfront development and the business area within, but it is incumbent upon us to consider the full scope of the rampant development of those particular locales.

Everything that happens there will affect everyone else in this Village...from obscene parking situations to uncontrolled housing prices, to lack of full-time residents needed as volunteers for our fire department, to sufficient workers for our retail and restaurant operations.

When huge tour buses are parked in front of houses in residential areas, with their motors running all day while their riders are shopping, where is the local resident being taken into

consideration? When party limos are stretched across four parking spaces or blocking a driveway, where is the consideration for people who live here? When potential new hotel owners can offer money instead of parking options for their venture, why is it not seen as chump change for their wallets and a major setback for the village's already dire parking situation? And when a developer is allowed to build an architectural monstrosity that totally lacks any regard for the flavor and aesthetic of a neighborhood like that on Sterling Avenue, where is consideration for the existing residents of the village? Why are we forfeiting the heart and soul of our village for dollars?

Again, while this moratorium is focusing on a specific element of Greenport's waterfront development, we should also be looking at the overall development and upkeep of Greenport in general. If we are offering our lovely village as a destination for visitors, we should also be taking into consideration the community that is already here, and take active steps to address those things detrimental to our daily lives here, like burned and abandoned houses that are left

| 1 | sitting for yearsyards overflowing with debris |
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| 2 | and actual raw garbage. Why are those things |
| 3 | permitted to endlessly exist, seemingly with no |
| 4 | consequences? |
| 5 | The character and upkeep of our residential |
| 6 | areas should have some consistent enforceable codes |
| 7 | in place. These and other quality of life issues |
| 8 | should be part of an overall rethinking of |
| 9 | Greenport's successful and equitable future. |
| 10 | Equitable for controlled and responsible growth - |
| 11 | and consideration for the residents who are |
| 12 | dedicated to living here as a cohesive and |
| 13 | considerate community. |
| 14 | Thank you for your attention to our concerns. |
| 15 | Respectfully, Lynn A. Decker and Carole Ann |
| 16 | Myavec." |
| 17 | MAYOR HUBBARD: Okay. Thank you. |
| 18 | CLERK PIRILLO: You're welcome. |
| 19 | MAYOR HUBBARD: Are there any other letters? |
| 20 | CLERK PIRILLO: No, sir. |
| 21 | MAYOR HUBBARD: No, okay. Okay. I'll offer |
| 22 | a motion to close the public hearing. |
| 23 | ATTORNEY PROKOP: May I make a suggestion? |
| 24 | So we have a we have a resolution that the Board |
| 25 | adopted on Jan excuse me, on December 2nd that |

was amended on December 15th. That resolution was to set a public hearing for tonight on this Local Law, and had certain provisions in it which state consideration of applications and development, and also -- but then, also, was, as I said, amended on December 15th to allow certain exceptions.

My recommendation, if you're going to move to close the public hearing tonight, my recommendation would be that that -- that that motion actually be to close the public hearing, to set a public hearing for January 26th on the version of the Local Law that's dated December 21st, that was the version that was sent around with the exceptions in it, or the exemptions in it, and that the provisions, the provisions of the December 2nd resolution, as amended on December 15th, stay in effect until that January 26th hearing, or further action by the Board.

I'm sorry, I can say that again, if you want it more succinctly. But, basically, if you close the public hearing, I'm concerned that one of the things that will happen is the other -- the State provisions of the December 2nd and December 15th resolutions will not continue unless you -- unless

you at the same time vote to have another public hearing in January on the law as amended, the amended version of the law with those -- with those provisions from those resolutions to stay in effect.

MAYOR HUBBARD: All right. That was going to be my post topic to bring up to see if the Board.

be my next topic to bring up to see if the Board was comfortable moving forward with that. But if you want to do it all as one -- let me ask the Board. Is the Board comfortable moving forward with the law as written, rewritten on the 21st, so that Joe could start the process of sending that to Suffolk County Planning Commission and our Planning Boards with what's there? And then we'd have to schedule another public hearing on that. But we can't vote on it, they have 45 days to respond. So I want to just get a consensus of the Board if they're comfortable moving forward with what's written from the 21st.

TRUSTEE PHILLIPS: I'm comfortable with it.

TRUSTEE MARTILOTTA: Yes.

TRUSTEE ROBINS: I am, too.

MAYOR HUBBARD: Okay.

24 ATTORNEY PROKOP: You know, I think it's -- I 25 just want to say, I think it's important as part of

| 1 | this process to get comments back from Suffolk |
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| 2 | County. And so, you know, I would like to get |
| 3 | that, that January hearing set, and then send I |
| 4 | will send the laws that exist now in the form that |
| 5 | is it is in, this recent draft to Suffolk County |
| 6 | seeking comments. So that and that those |
| 7 | comments, hopefully, will be part of the public |
| 8 | hearing, or provided to the Board for your |
| 9 | consideration, also. So that |
| 10 | MAYOR HUBBARD: Okay. |
| 11 | ATTORNEY PROKOP: That would be my |
| 12 | recommendation for a motion. If you'd like me to |
| 13 | repeat myself a little more succinct this is |
| 14 | getting on the record, right? So I guess it's |
| 15 | on it will be in the minutes. |
| 16 | But the motion would be to close the public |
| 17 | hearing on the draft from December 2nd, to set a |
| 18 | public hearing for I think it's January 26th, is |
| 19 | the date. |
| 20 | CLERK PIRILLO: It is. |
| 21 | ATTORNEY PROKOP: On the draft, the draft |
| 22 | Local Laws that was circulated on December 21st, |
| 23 | and to continue the provisions of the December 2nd |
| 24 | resolution, as amended on December 15th, staying |
| 25 | consideration and approvals of development |

1 applications and other -- other approvals as detailed in those resolutions. 2 TRUSTEE ROBINS: Just for clarification, Joe, 3 the December 15th was the one that incorporated the 4 5 comments from the Planning Board; am I correct on 6 that? ATTORNEY PROKOP: 7 December 15th was the one 8 that we -- we set five criteria for building 9 permits that could be issued. We set five 10 different -- so the Building Department could move 11 ahead. 12 The December 15th version of the Local Law. which was separate, did incorporate Planning Board 13 comments as of that date. The Jan -- the December 14 21st version, which was circulated yesterday, 15 16 included Planning Board comments that we received on Monday, and a discussion that we had with 17 18 members of the Planning Board on that on Monday. 19 TRUSTEE ROBINS: Okay. Thank you for that clarification. 20 21 MAYOR HUBBARD: Okay. Do you also want to 22 include in that motion to forward the stuff to Suffolk County Planning Commission? Do we need to 23 24 do that by resolution? 25 ATTORNEY PROKOP: Yes, please, I would like

| 1 | that included, that the Village Clerk and Village |
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| 2 | Attorney are directed to forward the December 21st |
| 3 | draft to the Suffolk County Planning Commission. |
| 4 | MAYOR HUBBARD: And the Village Planning |
| 5 | Board. |
| 6 | ATTORNEY PROKOP: And the Village Planning |
| 7 | Board, yes. |
| 8 | MAYOR HUBBARD: Okay. I'll offer that motion |
| 9 | as Joe read it off. |
| 10 | TRUSTEE PHILLIPS: I'll second it. |
| 11 | MAYOR HUBBARD: All in favor? |
| 12 | TRUSTEE ROBINS: Aye. |
| 13 | TRUSTEE MARTILOTTA: Aye. |
| 14 | TRUSTEE PHILLIPS: Aye. |
| 15 | MAYOR HUBBARD: Aye. |
| 16 | Opposed? |
| 17 | (No Response) |
| 18 | MAYOR HUBBARD: Motion carried. |
| 19 | Okay. We're going to moving forward with |
| 20 | that. I'll open it up to the public to address the |
| 21 | Board on any topic, if there's any other topic |
| 22 | somebody wants to discuss. No? |
| 23 | (No Response) |
| 24 | MAYOR HUBBARD: Okay. We'll move on to our |
| 25 | regular agenda. |
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| 1 | RESOLUTION #12-2022-1 okay. Let me hang |
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| 2 | on a second. |
| 3 | (Audience Members Exited) |
| 4 | MAYOR HUBBARD: All right. RESOLUTION |
| 5 | #12-2022-1, RESOLUTION adopting the December, 2022 |
| 6 | agenda as printed. So moved. |
| 7 | TRUSTEE MARTILOTTA: Second. |
| 8 | MAYOR HUBBARD: All in favor? |
| 9 | TRUSTEE ROBINS: Aye. |
| 10 | TRUSTEE MARTILOTTA: Aye. |
| 11 | TRUSTEE PHILLIPS: Aye. |
| 12 | MAYOR HUBBARD: Aye. |
| 13 | Opposed? |
| 14 | (No Response) |
| 15 | MAYOR HUBBARD: Motion carried. |
| 16 | Trustee Robins. |
| 17 | TRUSTEE ROBINS: RESOLUTION #12-2022-2, |
| 18 | RESOLUTION accepting the monthly reports of the |
| 19 | Greenport Fire Department, Village Administrator, |
| 20 | Village Treasurer, Village Clerk, Village Attorney, |
| 21 | Mayor and Board of Trustees. So moved. |
| 22 | TRUSTEE MARTILOTTA: Second. |
| 23 | MAYOR HUBBARD: All in favor? |
| 24 | TRUSTEE ROBINS: Aye. |
| 25 | TRUSTEE MARTILOTTA: Aye. |
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| 1 | TRUSTEE PHILLIPS: Aye. |
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| 2 | MAYOR HUBBARD: Aye. |
| 3 | Opposed? |
| 4 | (No Response) |
| 5 | MAYOR HUBBARD: Motion carried. |
| 6 | TRUSTEE MARTILOTTA: RESOLUTION #12-2022-3, |
| 7 | RESOLUTION ratifying the attached resolution |
| 8 | approved by the Village of Greenport Board of |
| 9 | Trustees at the Board of Trustees Work Session |
| 10 | Meeting on December 15, 2022. So moved. |
| 11 | TRUSTEE PHILLIPS: Second. |
| 12 | MAYOR HUBBARD: All in favor? |
| 13 | TRUSTEE ROBINS: Aye. |
| 14 | TRUSTEE MARTILOTTA: Aye. |
| 15 | TRUSTEE PHILLIPS: Aye. |
| 16 | MAYOR HUBBARD: Aye. |
| 17 | Opposed? |
| 18 | (No Response) |
| 19 | MAYOR HUBBARD: Motion carried. |
| 20 | TRUSTEE PHILLIPS: RESOLUTION #12-2022-4, |
| 21 | RESOLUTION approving the attached invoice from DeAl |
| 22 | Concrete Corp in the amount of \$1,698.30 as a |
| 23 | Change Order to the existing contract between the |
| 24 | Village of Greenport and DeAl Contract (sic) |
| 25 | (Concrete) Corp, for the repair of an existing |
| | |

| 1 | apron on Sterling Avenue. So moved. |
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| 2 | TRUSTEE ROBINS: Second. |
| 3 | MAYOR HUBBARD: All in favor? |
| 4 | TRUSTEE ROBINS: Aye. |
| 5 | TRUSTEE MARTILOTTA: Aye. |
| 6 | TRUSTEE PHILLIPS: Aye. |
| 7 | MAYOR HUBBARD: Aye. |
| 8 | Opposed? |
| 9 | (No Response) |
| 10 | MAYOR HUBBARD: Motion carried. |
| 11 | TRUSTEE ROBINS: RESOLUTION #12-22 2022-5, |
| 12 | RESOLUTION extending Section 4(iii) of the Sewer |
| 13 | Connection and Easement Access Agreement between |
| 14 | the Village of Greenport and individual property |
| 15 | owners in the Sandy Beach area to amend the return |
| 16 | of the First Payment deadline date from December 31st, |
| 17 | 2022 to December 31st, 2023 and to amend the return |
| 18 | of the Second Payment deadline date from March 31st, |
| 19 | 2023 to March 31st, 2024; and authorizing Attorney |
| 20 | Prokop to draft and provide any documentation |
| 21 | necessary for the amendments, and authorizing Mayor |
| 22 | Hubbard to sign the documents amending the easement |
| 23 | access agreements as to the amended first and |
| 24 | second payment deadline dates. So moved. |
| 25 | TRUSTEE MARTILOTTA: Second. |

| 1 | MAYOR HUBBARD: All in favor? |
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| 2 | TRUSTEE ROBINS: Aye. |
| 3 | TRUSTEE MARTILOTTA: Aye. |
| 4 | TRUSTEE PHILLIPS: Aye. |
| 5 | MAYOR HUBBARD: Aye. |
| 6 | Opposed? |
| 7 | (No Response) |
| 8 | MAYOR HUBBARD: Motion carried. |
| 9 | TRUSTEE MARTILOTTA: RESOLUTION #12-2022-6, |
| 10 | RESOLUTION approving an increase in the hourly wage |
| 11 | rate for Anthony Monzon Alvarado, from \$16.48 to |
| 12 | \$18.48 per hour, effective December 28th, 2022 |
| 13 | owing to the acquisition of substantial expertise, |
| 14 | per Article VII (Salaries and Compensation), |
| 15 | Section 9(b) - Merit Clause - of the collective |
| 16 | bargaining agreement currently in force between the |
| 17 | Village of Greenport and CSEA Local 1000. So moved. |
| 18 | TRUSTEE PHILLIPS: Second. |
| 19 | MAYOR HUBBARD: All in favor? |
| 20 | TRUSTEE ROBINS: Aye. |
| 21 | TRUSTEE MARTILOTTA: Aye. |
| 22 | TRUSTEE PHILLIPS: Aye. |
| 23 | MAYOR HUBBARD: Aye. |
| 24 | Opposed? |
| 25 | (No Response) |
| | |

| 1 | MAYOR HUBBARD: Motion carried. |
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| 2 | TRUSTEE PHILLIPS: RESOLUTION #12-2022-7, |
| 3 | RESOLUTION approving an increase in the hourly wage |
| 4 | rate for Meko Denon Bell, from \$16.48 to \$18.48 per |
| 5 | hour, effective December 28th, 2022 owing to the |
| 6 | acquisition of substantial expertise, per Article |
| 7 | VII (Salaries and Compensation), Section 9(b) - |
| 8 | Merit Clause - of the collective bargaining |
| 9 | agreement currently in force between the Village of |
| 10 | Greenport and CSEA Local 1000. So moved. |
| 11 | TRUSTEE ROBINS: Second. |
| 12 | MAYOR HUBBARD: All in favor? |
| 13 | TRUSTEE ROBINS: Aye. |
| 14 | TRUSTEE MARTILOTTA: Aye. |
| 15 | TRUSTEE PHILLIPS: Aye. |
| 16 | MAYOR HUBBARD: Aye. |
| 17 | Opposed? |
| 18 | (No Response) |
| 19 | MAYOR HUBBARD: Motion carried. |
| 20 | TRUSTEE ROBINS: RESOLUTION #12-2022-8, |
| 21 | RESOLUTION authorizing Interim Treasurer Gaffga to |
| 22 | perform attached Budget Amendment #5144 to |
| 23 | appropriate reserves to fund sewer clarifier |
| 24 | maintenance, and directing that Budget Amendment |
| 25 | #5144 be included as part of the formal meeting |

| 1 | minutes of the December 22nd, 2022 Regular Meeting |
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| 2 | of the Board of Trustees. So moved. |
| 3 | TRUSTEE MARTILOTTA: Second. |
| 4 | MAYOR HUBBARD: All in favor? |
| 5 | TRUSTEE ROBINS: Aye. |
| 6 | TRUSTEE MARTILOTTA: Aye. |
| 7 | TRUSTEE PHILLIPS: Aye. |
| 8 | MAYOR HUBBARD: Aye. |
| 9 | Opposed? |
| 10 | (No Response) |
| 11 | MAYOR HUBBARD: Motion carried. |
| 12 | TRUSTEE MARTILOTTA: RESOLUTION #12-2022-9, |
| 13 | RESOLUTION authorizing Interim Treasurer Gaffga to |
| 14 | perform attached Budget Amendment #5145 to |
| 15 | appropriate General Fund reserves to fund the |
| 16 | purchase and installation of winter holiday lights |
| 17 | for the downtown in conjunction with the Village |
| 18 | BID, and directing that Budget Amendment #5145 be |
| 19 | included as part of the formal meeting minutes at |
| 20 | the December 22nd, 2022 Regular Meeting of the |
| 21 | Board of Trustees. So moved. |
| 22 | TRUSTEE PHILLIPS: Second. |
| 23 | MAYOR HUBBARD: All in favor? |
| 24 | TRUSTEE ROBINS: Aye. |
| 25 | TRUSTEE MARTILOTTA: Aye. |
| | |

| 1 | TRUSTEE PHILLIPS: Aye. |
|----|---|
| 2 | MAYOR HUBBARD: Aye. |
| 3 | Opposed? |
| 4 | (No Response) |
| 5 | MAYOR HUBBARD: Motion carried. |
| 6 | TRUSTEE PHILLIPS: RESOLUTION #12-2022-10, |
| 7 | RESOLUTION authorizing Interim Treasurer Gaffga to |
| 8 | transfer funds from specific General, Light, Water, |
| 9 | and Sewer account to the NYCLASS and to post these |
| 10 | funds to the following newly created General Ledger |
| 11 | Accounts: A.0201.110 General Investment Savings, |
| 12 | E.0121.110 Light Investment Savings, F.0201.120 |
| 13 | Water Investment Savings, and G.0201.110 Sewer |
| 14 | Investment Savings. So moved. |
| 15 | TRUSTEE ROBINS: Second. |
| 16 | MAYOR HUBBARD: All in favor? |
| 17 | TRUSTEE ROBINS: Aye. |
| 18 | TRUSTEE MARTILOTTA: Aye. |
| 19 | TRUSTEE PHILLIPS: Aye. |
| 20 | MAYOR HUBBARD: Aye. |
| 21 | Opposed? |
| 22 | (No Response) |
| 23 | MAYOR HUBBARD: Motion carried. |
| 24 | TRUSTEE ROBINS: RESOLUTION #12-2022-11, |
| 25 | RESOLUTION authorizing the solicitation of bids for |
| | |

| 1 | the hauling of liquid sludge from the Village of |
|----|---|
| 2 | Greenport Wastewater Treatment Plant, and directing |
| 3 | Clerk Pirillo to notice the Request for Bids |
| 4 | accordingly. So moved. |
| 5 | TRUSTEE MARTILOTTA: Second. |
| 6 | MAYOR HUBBARD: All in favor? |
| 7 | TRUSTEE ROBINS: Aye. |
| 8 | TRUSTEE MARTILOTTA: Aye. |
| 9 | TRUSTEE PHILLIPS: Aye. |
| 10 | MAYOR HUBBARD: Aye. |
| 11 | Opposed? |
| 12 | (No Response) |
| 13 | MAYOR HUBBARD: Motion carried. |
| 14 | TRUSTEE MARTILOTTA: RESOLUTION #12-2022-12, |
| 15 | RESOLUTION accepting the resignation of Parker |
| 16 | Bakowski as a Laborer for the Village of Greenport |
| 17 | Recreation/Marina Department, effective |
| 18 | December 13th, 2022. So moved. |
| 19 | TRUSTEE PHILLIPS: Second. |
| 20 | MAYOR HUBBARD: All in favor? |
| 21 | TRUSTEE ROBINS: Aye. |
| 22 | TRUSTEE MARTILOTTA: Aye. |
| 23 | TRUSTEE PHILLIPS: Aye. |
| 24 | MAYOR HUBBARD: Aye. |
| 25 | Opposed? |
| | |

| 1 | (No Response) |
|----|--|
| 2 | MAYOR HUBBARD: Motion carried. |
| 3 | TRUSTEE PHILLIPS: RESOLUTION #12-2022-13, |
| 4 | RESOLUTION ratifying the hiring of Matthew Malinowski |
| 5 | as a Carousel employee, at the hourly wage rate of |
| 6 | \$15.00 per hour, effective November 19th, 2022. |
| 7 | So moved. |
| 8 | TRUSTEE ROBINS: Second. |
| 9 | MAYOR HUBBARD: All in favor? |
| 10 | TRUSTEE ROBINS: Aye. |
| 11 | TRUSTEE MARTILOTTA: Aye. |
| 12 | TRUSTEE PHILLIPS: Aye. |
| 13 | MAYOR HUBBARD: Aye. |
| 14 | Opposed? |
| 15 | (No Response) |
| 16 | MAYOR HUBBARD: Motion carried. |
| 17 | TRUSTEE ROBINS: RESOLUTION #12-2022-14, |
| 18 | RESOLUTION ratifying the hiring of Jessica Sousis |
| 19 | as an Ice Rink employee, at an hourly wage rate of |
| 20 | \$15.00 per hour, effective December 14th, 2022. So moved. |
| 21 | TRUSTEE MARTILOTTA: Second. |
| 22 | MAYOR HUBBARD: All in favor? |
| 23 | TRUSTEE ROBINS: Aye. |
| 24 | TRUSTEE MARTILOTTA: Aye. |
| 25 | TRUSTEE PHILLIPS: Aye. |
| | |

| 1 | MAYOR HURRARD. A |
|----|--|
| 1 | MAYOR HUBBARD: Aye. |
| 2 | Opposed? |
| 3 | (No Response) |
| 4 | MAYOR HUBBARD: Motion carried. |
| 5 | TRUSTEE MARTILOTTA: RESOLUTION #12-2022-15, |
| 6 | RESOLUTION authorizing the issuance of a check |
| 7 | payable to Paul Pallas as Village Administrator in |
| 8 | the amount of \$1,000.00 to be used to set up the |
| 9 | required cash drawers cash drawers/banks for the |
| 10 | Village of Greenport Ice Rink. So moved. |
| 11 | TRUSTEE PHILLIPS: Second. |
| 12 | MAYOR HUBBARD: All in favor? |
| 13 | TRUSTEE ROBINS: Aye. |
| 14 | TRUSTEE MARTILOTTA: Aye. |
| 15 | TRUSTEE PHILLIPS: Aye. |
| 16 | MAYOR HUBBARD: Aye. |
| 17 | Opposed? |
| 18 | (No Response) |
| 19 | MAYOR HUBBARD: Motion carried. |
| 20 | TRUSTEE PHILLIPS: RESOLUTION #12-2022-16. |
| 21 | And I'll apologize if I murder I mean, I |
| 22 | mispronounce anybody's name. RESOLUTION appointing |
| 23 | four Election Inspectors, and one Chairperson, for |
| 24 | the Village of Greenport Election on March 21st, |
| 25 | 2023; as follows: |
| | |

| 1 | Jerri Woodhouse, Chairperson |
|----|--|
| 2 | Guido Dossena, |
| 3 | Umberto Fasolino, and |
| 4 | Alison M. Shelby |
| 5 | The Inspectors are to be paid \$15.00 per hour and |
| 6 | \$16.00 per hour for the Chairperson of the |
| 7 | Inspectors, and further authorizing the Inspectors |
| 8 | to work on two Village Voter registration days, as |
| 9 | well as on the day of the election. This will be |
| 10 | expensed from Account A.1450.100 (Election Personnel |
| 11 | Services). So moved. |
| 12 | TRUSTEE ROBINS: Second. |
| 13 | MAYOR HUBBARD: All in favor? |
| 14 | TRUSTEE ROBINS: Aye. |
| 15 | TRUSTEE MARTILOTTA: Aye. |
| 16 | TRUSTEE PHILLIPS: Aye. |
| 17 | MAYOR HUBBARD: Aye. |
| 18 | Opposed? |
| 19 | (No Response) |
| 20 | MAYOR HUBBARD: Motion carried. |
| 21 | TRUSTEE ROBINS: RESOLUTION #12-22 |
| 22 | 2022-17, RESOLUTION allowing the Clerk's Office to |
| 23 | appoint two alternate Election Inspectors for the |
| 24 | Village General Election on March 21st, 2023, as |
| 25 | follows: |
| | |

| 1 | - Gerald S. Clum, and |
|----|---|
| 2 | - Andrea M. Esposito. |
| 3 | The alternate Election Inspectors are to be paid |
| 4 | \$15.00 per hour if required to work, and further |
| 5 | authorizing the Inspectors to work on the two |
| 6 | Village Voter registration days if required, as |
| 7 | well as on the day of the election, if required. |
| 8 | This will be expensed from Account A.1450.100 |
| 9 | (Election Personnel Services). So moved. |
| 10 | TRUSTEE MARTILOTTA: Second. |
| 11 | MAYOR HUBBARD: All in favor? |
| 12 | TRUSTEE ROBINS: Aye. |
| 13 | TRUSTEE MARTILOTTA: Aye. |
| 14 | TRUSTEE PHILLIPS: Aye. |
| 15 | MAYOR HUBBARD: Aye. |
| 16 | Opposed? |
| 17 | (No Response) |
| 18 | MAYOR HUBBARD: Motion carried. |
| 19 | TRUSTEE MARTILOTTA: RESOLUTION #12-2022-18, |
| 20 | RESOLUTION approving the attached contract between |
| 21 | the Village of Greenport and the Greenport Hockey |
| 22 | Club, Ltd. for the use of the Village of Greenport |
| 23 | Ice Rink and associated equipment, and authorizing |
| 24 | Mayor Hubbard to sign the contract between the |
| 25 | Village of Greenport and the Greenport Hockey Club, |
| | |

| 1 | Ltd. So moved. |
|----|--|
| 2 | TRUSTEE PHILLIPS: Second. |
| 3 | MAYOR HUBBARD: All in favor? |
| 4 | TRUSTEE ROBINS: Aye. |
| 5 | TRUSTEE MARTILOTTA: Aye. |
| 6 | TRUSTEE PHILLIPS: Aye. |
| 7 | MAYOR HUBBARD: Aye. |
| 8 | Opposed? |
| 9 | (No Response) |
| 10 | MAYOR HUBBARD: Motion carried. |
| 11 | TRUSTEE PHILLIPS: RESOLUTION #12-2022-19, |
| 12 | RESOLUTION approving the attached contract between |
| 13 | the Village of Greenport and the Greenport Open |
| 14 | Hockey League for the use of the Village of |
| 15 | Greenport Ice Rink and associated equipment, and |
| 16 | authorizing Mayor Hubbard to sign the contract |
| 17 | between the Village of Greenport and the Greenport |
| 18 | Open Hockey League. So moved. |
| 19 | TRUSTEE ROBINS: Second. |
| 20 | MAYOR HUBBARD: All in favor? |
| 21 | TRUSTEE ROBINS: Aye. |
| 22 | TRUSTEE MARTILOTTA: Aye. |
| 23 | TRUSTEE PHILLIPS: Aye. |
| 24 | MAYOR HUBBARD: Aye. |
| 25 | Opposed? |
| | |

| 1 | (No Response) |
|----|---|
| 2 | MAYOR HUBBARD: Motion carried. |
| 3 | TRUSTEE ROBINS: RESOLUTION #12-2022-20, |
| 4 | RESOLUTION authorizing the attendance of Trustee |
| 5 | Julia Robins and Village Administrator Paul Pallas |
| 6 | at the NYAPP Annual Business Meeting on January 18th, |
| 7 | 2023 and January 19th, 2023 in Albany, New York at |
| 8 | a conference fee of \$250 per person and a lodging |
| 9 | fee of \$137.00 per night, with all applicable meal |
| 10 | and travel expenses to be reimbursed in accordance |
| 11 | with the Village of Greenport Travel Policy, to be |
| 12 | expensed from Account E.0782.000 (Management |
| 13 | Services). So moved. |
| 14 | TRUSTEE MARTILOTTA: Second. |
| 15 | MAYOR HUBBARD: All in favor? |
| 16 | TRUSTEE MARTILOTTA: Aye. |
| 17 | TRUSTEE PHILLIPS: Aye. |
| 18 | TRUSTEE ROBINS: Aye. |
| 19 | MAYOR HUBBARD: Aye. |
| 20 | Opposed? |
| 21 | (No Response) |
| 22 | MAYOR HUBBARD: Motion carried. |
| 23 | TRUSTEE MARTILOTTA: RESOLUTION #12-2022-21, |
| 24 | RESOLUTION awarding the 2023 contract for the |
| 25 | removal of snow as required on Village streets to |
| | |

| 1 | Stanley F. Skrezec per the attached bid prices, per |
|----|--|
| 2 | the bid opening on December 15th, 2022; and |
| 3 | authorizing Mayor Hubbard to sign the contract |
| 4 | between the Village of Greenport and Stanley F. Skrezec. |
| 5 | So moved. |
| 6 | TRUSTEE PHILLIPS: Second. |
| 7 | MAYOR HUBBARD: All in favor? |
| 8 | TRUSTEE ROBINS: Aye. |
| 9 | TRUSTEE MARTILOTTA: Aye. |
| 10 | TRUSTEE PHILLIPS: Aye. |
| 11 | MAYOR HUBBARD: Aye. |
| 12 | Opposed? |
| 13 | (No Response) |
| 14 | MAYOR HUBBARD: Motion carried. |
| 15 | TRUSTEE PHILLIPS: RESOLUTION #12-2022-22, |
| 16 | RESOLUTION awarding the 2023 contract for the |
| 17 | performance of contractor services to Stanley F. |
| 18 | Skrezec per the attached bid prices, per the bid |
| 19 | opening on December 15th, 2022; and authorizing |
| 20 | Mayor Hubbard to sign the contract between the |
| 21 | Village of Greenport and Stanley F. Skrezec. |
| 22 | So moved. |
| 23 | TRUSTEE ROBINS: Second. |
| 24 | MAYOR HUBBARD: All in favor? |
| 25 | TRUSTEE ROBINS: Aye. |
| | |

| 1 | TRUSTEE MARTILOTTA: Aye. |
|----|--|
| 2 | TRUSTEE PHILLIPS: Aye. |
| 3 | MAYOR HUBBARD: Aye. |
| 4 | Opposed? |
| 5 | (No Response) |
| 6 | MAYOR HUBBARD: Motion carried. |
| 7 | TRUSTEE ROBINS: RESOLUTION #12-2022-23, |
| 8 | RESOLUTION awarding the 2023 annual contract for |
| 9 | the delivery of diesel fuel to Burt's Reliable |
| 10 | Incorporated, the sole bidder, at a bid price of |
| 11 | twenty cents (\$.20) per gallon over the rack price, |
| 12 | per the bid opening on December 15th, 2022; and |
| 13 | authorizing Mayor Hubbard to sign the contract |
| 14 | between the Village of Greenport and Burt's |
| 15 | Reliable, Inc. So moved. |
| 16 | TRUSTEE MARTILOTTA: Second. |
| 17 | MAYOR HUBBARD: All in favor? |
| 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 MARTILOTTA: RESOLUTION #12-2022-24, |
| | |

| 1 | RESOLUTION awarding the 2023 annual contract for |
|----|---|
| 2 | the delivery of No. 2 heating oil to Burt's |
| 3 | Reliable Incorporated, sole bidder, at a bid price |
| 4 | of twenty cents (\$.20) per gallon over rack price, |
| 5 | per the bid opening on December 15th, 2022, and |
| 6 | authorizing Mayor Hubbard to sign the contract |
| 7 | between the Village of Greenport and Burt's |
| 8 | Reliable, Incorporated. So moved. |
| 9 | TRUSTEE PHILLIPS: Second. |
| 10 | MAYOR HUBBARD: All in favor? |
| 11 | TRUSTEE ROBINS: Aye. |
| 12 | TRUSTEE MARTILOTTA: Aye. |
| 13 | TRUSTEE PHILLIPS: Aye. |
| 14 | MAYOR HUBBARD: Aye. |
| 15 | Opposed? |
| 16 | (No Response) |
| 17 | MAYOR HUBBARD: Motion carried. |
| 18 | TRUSTEE PHILLIPS: RESOLUTION #12-2022-25, |
| 19 | RESOLUTION approving the attached proposal from the |
| 20 | Land Use Law Center of the Pace University School |
| 21 | of Law for the provision of a two-hour Land Use |
| 22 | Training workshop, at a cost of \$2,500.00 for a |
| 23 | maximum of thirty-five (35) attendees. So moved. |
| 24 | TRUSTEE ROBINS: Second. |
| 25 | MAYOR HUBBARD: All in favor? |
| | |

| 1 | TRUSTEE ROBINS: Aye. |
|----|--|
| 2 | TRUSTEE MARTILOTTA: Aye. |
| 3 | TRUSTEE PHILLIPS: Aye. |
| 4 | MAYOR HUBBARD: Aye. |
| 5 | Opposed? |
| 6 | (No Response) |
| 7 | MAYOR HUBBARD: Motion carried. |
| 8 | TRUSTEE ROBINS: RESOLUTION #12-2022-26, |
| 9 | RESOLUTION appointing the following as voting |
| 10 | Members of the Waterfront Advisory and Planning |
| 11 | Committee: |
| 12 | - Mayor George W. Hubbard, Jr. or Trustee Julia Robins |
| 13 | - Trustee Mary Bess Phillips |
| 14 | - Zoning Board of Appeals Chairperson John Saladino |
| 15 | or Zoning Board of Appeals Member Dena Zemsky as |
| 16 | Alternate |
| 17 | - Planning Board Chairperson Patrick Brennan or |
| 18 | Planning Board Member Daniel Creedon as Alternate |
| 19 | - Historic Preservation Commission Chairperson |
| 20 | Jane Ratsey Williams or Historic Preservation |
| 21 | Commission Member Roselle Borelli |
| 22 | - Full-time resident and property owner Jeanne Cooper, |
| 23 | And |
| 24 | - Full-time resident and property owner Steven |
| 25 | Clark. |
| | |

| | 09 |
|----|---|
| 1 | So moved. |
| 2 | TRUSTEE MARTILOTTA: Second. |
| 3 | MAYOR HUBBARD: All in favor? |
| 4 | TRUSTEE ROBINS: Aye. |
| 5 | TRUSTEE MARTILOTTA: Aye. |
| 6 | TRUSTEE PHILLIPS: Aye. |
| 7 | MAYOR HUBBARD: Aye. |
| 8 | Opposed? |
| 9 | (No Response) |
| 10 | MAYOR HUBBARD: Motion carried. |
| 11 | TRUSTEE MARTILOTTA: All right. |
| 12 | RESOLUTION #12-2022-27, RESOLUTION amending |
| 13 | the resolution approved at the December 2nd, 2022 |
| 14 | Special Meeting of the Village of Greenport Board |
| 15 | of Trustees to allow for an additional six (6) |
| 16 | voting Members to the Waterfront Advisory and |
| 17 | |
| 18 | Planning Committee, as follows: - Kevin Steussi |
| | |
| 19 | - Randy Wade |
| 20 | - William Swiskey |
| 21 | - Stacey Tesseyman |
| 22 | - Eric Elkin, and |
| 23 | - Christopher Hamilton |
| 24 | So moved. |
| 25 | TRUSTEE PHILLIPS: Second. |
| | |

| 1 | MAYOR HUBBARD: All in favor? |
|----|--|
| 2 | TRUSTEE ROBINS: Aye. |
| 3 | TRUSTEE MARTILOTTA: Aye. |
| 4 | TRUSTEE PHILLIPS: Aye. |
| 5 | MAYOR HUBBARD: Aye. |
| 6 | Opposed? |
| 7 | (No Response) |
| 8 | MAYOR HUBBARD: Motion carried. |
| 9 | TRUSTEE PHILLIPS: RESOLUTION #12-2022-28, |
| 10 | Resolution waiving the New York State four-hour |
| 11 | training requirement for 2022 for any statutory |
| 12 | Board member that has not completed the changing |
| 13 | excuse me the training requirement as of |
| 14 | December 31, 2022. So moved. |
| 15 | TRUSTEE ROBINS: Second. |
| 16 | MAYOR HUBBARD: All in favor? |
| 17 | TRUSTEE ROBINS: Aye. |
| 18 | TRUSTEE MARTILOTTA: Aye. |
| 19 | TRUSTEE PHILLIPS: Aye. |
| 20 | MAYOR HUBBARD: Aye. |
| 21 | Opposed? |
| 22 | (No Response) |
| 23 | MAYOR HUBBARD: Motion carried. |
| 24 | TRUSTEE ROBINS: RESOLUTION #12-2022-29, |
| 25 | RESOLUTION approving all checks per the Voucher |
| | |

| 1 | Summary Report dated December 20th, 2022, in the |
|----|---|
| 2 | total amount of \$622,051.23 consisting of: |
| 3 | o All regular checks in the amount of |
| 4 | \$584,163.28, and |
| 5 | o All prepaid checks (including wire |
| 6 | transfers) in the amount of \$37,887.95. |
| 7 | So moved. |
| 8 | TRUSTEE MARTILOTTA: Second. |
| 9 | MAYOR HUBBARD: All in favor? |
| 10 | TRUSTEE ROBINS: Aye. |
| 11 | TRUSTEE MARTILOTTA: Aye. |
| 12 | TRUSTEE PHILLIPS: Aye. |
| 13 | MAYOR HUBBARD: Aye. |
| 14 | Opposed? |
| 15 | (No Response) |
| 16 | MAYOR HUBBARD: Motion carried. |
| 17 | Okay. That ends our regular agenda. I just |
| 18 | want to announce to everybody that now that we have |
| 19 | approved members of the Waterfront Advisory |
| 20 | Committee, after Christmas I'm not going to try |
| 21 | to rush this through the day before Christmas Eve |
| 22 | and all, but next week I'll be announcing the first |
| 23 | meeting of that committee for everybody to get |
| 24 | together and meet each other. |
| 25 | And we are, I believe, scheduled for the |
| | |

| 1 | 10th, now that we have a committee, for the |
|----|---|
| 2 | Pace University class for the 10th. So we'll have |
| 3 | a meeting for everybody to get together before that |
| 4 | to go over particulars of where we're headed with |
| 5 | it and then moving forward with that. |
| 6 | Also, I would like to wish everybody a |
| 7 | Merry Christmas, a Happy Hanukkah, and |
| 8 | Happy Kwanzaa, which is the day after Christmas, I |
| 9 | believe, if I have my calendar correct. So |
| 10 | everybody that's celebrating, enjoy, have fun with |
| 11 | your families, and we will talk to everybody after |
| 12 | the holiday. Thank you all for coming. |
| 13 | AUDIENCE MEMBER: Merry Christmas. |
| 14 | MAYOR HUBBARD: I'll offer a motion to adjourn. |
| 15 | TRUSTEE PHILLIPS: Second. |
| 16 | MAYOR HUBBARD: All in favor? |
| 17 | TRUSTEE ROBINS: Aye. |
| 18 | TRUSTEE MARTILOTTA: Aye. |
| 19 | TRUSTEE PHILLIPS: Aye. |
| 20 | MAYOR HUBBARD: Aye. |
| 21 | Opposed? |
| 22 | (No Response) |
| 23 | MAYOR HUBBARD: Motion carried. Have a good night. |
| 24 | (The Meeting was Adjourned at 8:20 p.m.) |
| 25 | |
| | |

| 1 | CERTIFICATION |
|----|---|
| 2 | |
| 3 | STATE OF NEW YORK) |
| 4 |) SS: |
| 5 | COUNTY OF SUFFOLK) |
| 6 | |
| 7 | I, LUCIA BRAATEN, a Court Reporter and Notary |
| 8 | Public for and within the State of New York, do |
| 9 | hereby certify: |
| 10 | THAT, the above and foregoing contains a true |
| 11 | and correct transcription of the proceedings taken |
| 12 | on December 22, 2022. |
| 13 | I further certify that I am not related to |
| 14 | any of the parties to this action by blood or |
| 15 | marriage, and that I am in no way interested in the |
| 16 | outcome of this matter. |
| 17 | IN WITNESS WHEREOF, I have hereunto set my |
| 18 | hand this 5th day of January, 2023. |
| 19 | |
| 20 | <u>Lucia Braaten</u> Lucia Braaten |
| 21 | Edora Bradeon |
| 22 | |
| 23 | |
| 24 | |
| 25 | |

BOARD OF TRUSTEES

VILLAGE OF GREENPORT RESOLUTION

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

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

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

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

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

- 1. There shall be a moratorium on the accepting, consideration and approval of Applications for discretionary relief or approvals to be issued by the Planning Board, Zoning Board of Appeals or the Board of Trustees, regarding construction, development and/or use of properties that are located in the WC, CR or CG Zoning Districts, or the issuance by the Village of Greenport of building permits or certificates of occupancy for properties in the WC, CR and CG Zoning Districts except as expressly provided in this Resolution or under the Local Law and proposed §150-51; and
- 2. The Village of Greenport shall not issue building or demolition permits, or certificates of occupancy for development in those districts except (A) where the building permit or renewal of an expired building permit will not require an application to and or approval by the Planning Board or other Board; or is (B) to cure or remove a hazardous condition; or is (C) to prevent loss or damage to person or property; (D) for renewals of previously issued and renewable building permits for work that has not been started; or (E) for the renewal of expired building permits for work that has already been completed; or (F) on an application in writing to the Board of Trustees for an exemption based on a demonstrated hardship as provided herein; and

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

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

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

All in Favor / None Opposed

DeAl Concrete Corp

PO Box 2038 St. James, NY 11780-0602

Invoice

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

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

Ship To

SCDPW Contract ADA-09051

JOB: Extra work done on Sterling Ave
S/S concrete apron

| Quantity 1 Lu | Net 30 Item Code ump Sum | 12/3/2022 Description | U/M L/S | Prio | Sterlin ce Each | g St. PO 7721 Amount 1,698.30 |
|---------------|----------------------------|--------------------------|------------|------|--------------------|-------------------------------------|
| 1 Lu | ump Sum | Description | | Prio | | |
| | | | L/S | | 1,698.30 | 1 609 30 |
| | | | | | | 1,076.30 |
| | | | | otal | | \$1,698.30 |

Date Prepared: 12/15/2022 11:26 AM

VILLAGE OF GREENPORT

GLR4150 1.0 Page 1 of 1

Budget Adjustment Form

Year:

2023

Period: 12

Trans Type:

B2 - Amend

Status: Batch

Trans No:

5144

Trans Date: 12/07/2022

User Ref:

STEPHEN

Requested: A. HUBBARD

Approved:

Created by:

STEPHEN

12/07/2022

Description: TO APPROPRIATE RESERVES TO FUND SERVICE PROPOSAL FOR SEWER

Account # Order: No

CLARIFIER MAINTENANCE

Print Parent Account: No

Account No. **Account Description** Amount G.5990 APPROPRIATED FUND BALANCE 4,000.00 G.8130.404 SLUDGE REMOVAL.. 4,000.00 **Total Amount:** 8,000.00

Date Prepared: 12/15/2022 11:26 AM

VILLAGE OF GREENPORT

GLR4150 1.0 Page 1 of 1

Budget Adjustment Form

Year:

2023

Period: 12

Trans Type:

B2 - Amend

Status: Batch

Trans No:

5145

Trans Date: 12/15/2022

User Ref:

STEPHEN

Requested: S.GAFFGA

Approved:

Created by:

STEPHEN

12/15/2022

Description: TO APPROPRIATE GENERAL FUND RESERVES TO FUND PURCHASE AND INSTALLATION OF WINTER HOLIDAY LIGHTS FOR DOWNTOWN IN CONJUCTION WITH VILLAGE BID

Account # Order: No

Print Parent Account: No

| Account No. | Account Description | *** | Amount |
|-------------|---------------------------|---------------|-----------|
| A.5990 | APPROPRIATED FUND BALANCE | | 8,137.75 |
| A.5110.416 | VILLAGE IMPROVEMENTS | | 8,137.75 |
| | | Total Amount: | 16,275.50 |

GREENPORT ICE RINK AGREEMENT

AGREEMENT made this day of 2022, by and between the Greenport Hockey Club Ltd., (the "Club"), a domestic New York State not-for-profit corporation with an address of 900 Harvest Lane, Mattituck, New York, 11952 and the Village of Greenport (the "Village"), a New York State municipal corporation with an address of 236 Third Street, Greenport, New York 11944 (the "Village") as follows:

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

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

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

AGREED that;

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

- 5. The Club shall have the option of rescheduling any cancelled sessions to another time or day when the ice is not previously reserved and the date or time proposed by the Club does not interfere with or limit the use of the rink by the general public.
- 6. The term of this agreement shall be from December 1, 2022 until May 1, 2023 unless terminated by one of the parties prior to May 1, 2023. The Village may terminate this Agreement on ten days written notice in the event of any breach or default by the Club, which is not corrected within ten days of the mailing of the notice of default as provided herein, including but not limited to the failure to make payment. In the event that the Club fails to obtain or maintain the required insurance or is responsible for the creation or continuance of a dangerous condition at the rink or premises, the Village may terminate this agreement on three days prior written notice as provided herein.
- 7. The Club shall make payments to the Village on the first day of each month starting with December 1, 2022 for the time that the Club has scheduled for that month. The payment on the first day of each month shall be based on the schedule below with the payment due on the 1st day of each month (December, January, February, and March). The rate and payment for the actual time for which the rink was actually used by the Club in any month shall be adjusted in the amount paid at the end of that month, with the second payments due on December 31, 2022, January 31, 2023, February 28, 2023, and March 31, 2023, and the Club shall pay any balance due to the Village under this Agreement within ten days of March 31, 2023, the end of the term of the Agreement.

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

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

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

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

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

- 9. The Village of Greenport shall add and maintain, for the term of this Agreement and any extensions thereto, the rink to the Village liability insurance policy as named additional insured with respect to the Premises and use. The Village, at its expense, shall maintain at all times during the term of this lease public liability insurance in respect of the demised premises and the conduct or operation of business or activities therein, not less than \$1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a \$2,000,000.00 in general aggregate amount.
- 10. The Club shall obtain liability insurance and provide proof of coverage thereof including but not limited to in respect of the rink and the use thereof by the Club, and the operation and activities therein, in the amount of not less than \$1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a \$2,000,000.00 in general aggregate amount. The insurance obtained by the Club shall name the Village of Greenport as additional insured and the Club shall provide proof of the coverage to the Village prior to the use of the rink by the Club and on request by the Village. The Club shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and the Club shall deliver to the Village proof of said renewal policy at least thirty (30) days before the expiration of any existing policy. All the policies shall be issued by companies satisfactory to Village and all the policies shall contain a provision whereby the same cannot be canceled or modified unless the Village is given at least twenty (20) days' prior written notice of said cancellation or modification, including, without limitation, any cancellation resulting from non-payment of premiums.
- 11. The Club agrees not to suffer any act of commission or omission at the rink or on the premises which will increase the rate of insurance or cause the cancellation of any policy of insurance of any nature thereon or which is extra hazardous on account of Fire Risk; and not to permit any odors, noises or accumulation of dirt or refuse matter which may impair said building or interfere with Lessor.
 - 12. This Agreement shall not be assignable by the Club.
- 15. All notices by or to either party herein shall be in writing and sent by certified mail, return receipt requested, and regular mail, as follows:

To the Club: Greenport Hockey Club Ltd., 900 Harvest Lane, Mattituck, New York 11952 To the Village: Sylvia Pirillo, RMC, Village Clerk Village of Greenport 236 Third Street Greenport, New York 11944

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

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

| * | - | | | | - 4 | |
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| Greenport Hockey Club Ltd. |
|-----------------------------------|
| Ву: |
| |
| Village of Greenport |
| By: George W. Hubbard, Jr., Mayor |

| STATE OF NEW YORK |) | |
|---|---------------------|--|
| COUNTY OF SUFFOLK |)ss:) | |
| On this day of | | , 2021, before me personally came |
| say that he resides at | | that he is the |
| the foregoing instrument. | of _ | , 2021, before me personally came to me known, who, being by me duly sworn did depose and that he is the described in and which executed |
| (SEAL) | 1 | |
| | | Notary Public |
| | | |
| STATE OF NEW YORK) | ss: | |
| COUNTY OF SUFFOLK) | | |
| On this day of | | , 20, before me personally came to me known to be the |
| foregoing instrument and he atherein mentioned. | the per acknowle | rsona described as such in and who as such executed the edged to me that he executed the same as for purposes |
| (SEAL) | , | |
| | | Notary Public |

GREENPORT ICE RINK AGREEMENT

AGREEMENT made this day of 2022, by and between the Greenport Open Hockey League, (the "Club"), a domestic New York State not for profit corporation with an address of P.O. Box 476, Laurel, New York, 11948 and the Village of Greenport (the "Village"), a New York State municipal corporation with an address of 236 Third Street, Greenport, New York 11944 (the "Village") as follows:

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

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

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

AGREED that;

- 1. The Village will provide scheduled ice time to the Club at the rink, on a previously agreed scheduled basis. The scheduled ice times will be set so as to not interfere with scheduled general skating times or other scheduled activities.
- 2. The Club will pay the Village the amount of \$100 per hour for the use of the rink for times other than Saturday night, and the Club shall pay the Village the standard rental rate for the use of the rink for Saturday night.
- 3. The Club will provide volunteers that will help to spray and create the sheet at the beginning of the season and acknowledges that overnights are usually required.
- 4. The Club acknowledges that acknowledges that the Village is not obligated to offer any form of discount on season skating passes.

- 5. The Club shall be responsible for paying for ice time that is safe and generally suitable for playing hockey. The ice surface at the rink must be Zamboni cleared at the beginning of each session. The Club is not responsible to pay for the use of the rink when the rink is closed or when unsafe or soft conditions are present on the ice, preventing the play of ice hockey.
- 6. The Club shall have the option of rescheduling any cancelled sessions to another time or day when the ice is not previously reserved and the date or time proposed by the Club does not interfere with or limit the use of the rink by the general public.
- 7. The term of this agreement shall be from December 1, 2022 until May 1, 2023 unless terminated by one of the parties prior to May 1, 2023. The Village may terminate this Agreement on ten days written notice in the event of any breach or default by the Club, which is not corrected within ten days of the mailing of the notice of default as provided herein, including but not limited to the failure to make payment. In the event that the Club fails to obtain or maintain the required insurance or is responsible for the creation or continuance of a dangerous condition at the rink or premises, the Village may terminate this agreement on three days prior written notice as provided herein.
- 8. The Club shall make payments to the Village on the first day of each month starting with December 1, 2022 for the time that the Club has scheduled for that month. The payment on the first day of each month shall be based on the schedule below with the payment due on the 1st day of each month (December, January, February, and March,). The rate and payment for the actual time for which the rink was actually used by the Club in any month shall be adjusted in the amount paid at the end of that month, with the second payments due on December 31, 2022, January 31, 2023, February 28, 2023, and March 31, 2023, and the Club shall pay any balance due to the Village under this Agreement within ten days of March 31, 2023, the end of the term of the Agreement.

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

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

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

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

- 9. The Village shall be responsible for the payment of all utilities used at the Rink and shall be responsible for cleaning the rink except as otherwise mentioned in this Agreement.
- 10. The Village of Greenport shall add and maintain, for the term of this Agreement and any extensions thereto, the rink to the Village liability insurance policy as named additional insured with respect to the Premises and use. The Village, at its expense, shall maintain at all times during the term of this lease public liability insurance in respect of the demised premises and the conduct or operation of business or activities therein, not less than \$1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a \$2,000,000.00 in general aggregate amount.
- 11. The Club shall obtain liability insurance and provide proof of coverage thereof including but not limited to in respect of the rink and the use thereof by the Club, and the operation and activities therein, in the amount of not less than \$1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a \$2,000,000.00 in general aggregate amount. The insurance obtained by the Club shall name the Village of Greenport as additional insured and the Club shall provide proof of the coverage to the Village prior to the use of the rink by the Club and on request by the Village. The Club shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and the Club shall deliver to the Village proof of said renewal policy at least thirty (30) days before the expiration of any existing policy. All the policies shall be issued by companies satisfactory to Village and all the policies shall contain a provision whereby the same cannot be canceled or modified unless the Village is given at least twenty (20) days' prior written notice of said cancellation or modification, including, without limitation, any cancellation resulting from non-payment of premiums.
- 12. The Club agrees not to suffer any act of commission or omission at the rink or on the premises which will increase the rate of insurance or cause the cancellation of any policy of insurance of any nature thereon or which is extra hazardous on account of Fire Risk; and not to permit any odors, noises or accumulation of dirt or refuse matter which may impair said building or interfere with Lessor.
 - 13. This Agreement shall not be assignable by the Club.
- 14. All notices by or to either party herein shall be in writing and sent by certified mail, return receipt requested, and regular mail, as follows:

To the Club: Greenport Open Hockey League P. O. Box 476, Laurel, New York 11948 To the Village: Sylvia Pirillo, RMC, Village Clerk Village of Greenport 236 Third Street Greenport, New York 11944

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

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

| D | a | te | d | |
|---|---|----|---|--|
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| Greenport Open Hockey League |
|------------------------------|
| By: |
| 8 |
| Village of Greenport |
| By: |

| STATE OF NEW YORK |) |
|-----------------------------|--|
| GOLD INV. On over- |)ss: |
| COUNTY OF SUFFOLK |) |
| On this day of | , 2021, before me personally came |
| say that he resides at | to me known, who, being by me duly sworn did depose and |
| say that he resides at | to me known, who, being by me duly sworn did depose and that he is the described in and which executed |
| the foregoing instrument. | described in the which executed |
| | |
| (SEAL) | |
| | Notary Public |
| | |
| | |
| CTATE OF MENTANDER | |
| STATE OF NEW YORK) | SS: |
| COUNTY OF SUFFOLK) | 55. |
| | |
| On this day of | , 20, before me personally came |
| | to me known to be the the persona described as such in and who as such executed the |
| foregoing instrument and he | acknowledged to me that he executed the same as for purposes |
| therein mentioned. | |
| | |
| (SEAL) | |
| | Notary Public |

BID FORM

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

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

Village of Greenport 236 Third Street Greenport, New York 11944

| Name of Bidder: | | Tanley F. S | skrezec | | | | |
|--|-----------|--|--------------------|-------|--|--|--|
| Address of Bidder: | 50 Cul | L POND LANG | E. Coreenport. N.X | 11944 | | | |
| EIN No.: | 27- | Stanley F. Skrezec 50 CULL POND LAME, GREENPORT, N.X 11 27-2899818 | | | | | |
| Contact Phone No: | 631- | 631-278-6004 | | | | | |
| Contact E-Mail: | SKMZEC | digs you og | mail. Com | | | | |
| Signature: | Mar | ly F. y | | | | | |
| Signed By: | Stan | ley F. Skrez | ec u | | | | |
| Title: Sole proprietor / President | | | | | | | |
| Date: Dec 14, 2022 | | | | | | | |
| | | | | | | | |
| REMOVAL AND DISPOSAL OF SNOW AS REQUIRED | | | | | | | |
| | ON VILLAG | E STREETS - 2023 | | | | | |
| | W | ½ day | E.U.D. | | | | |
| | | /2 day | Full Day | | | | |
| Dump Truck and | Driver | #400,00 | \$750.00 | | | | |
| Snow Removal Equipment and Operator | | \$ 700-00 | £1,100.00 | | | | |
| | | l. | l l | | | | |

| at a | Per ½ day | Per Full Day | Nights Weekends Hourly Rate |
|--|--|------------------------------------|-----------------------------------|
| Laborer ¹ | \$ 250.00 | \$_500.00 | \$ 60.00 |
| Backhoe with operat | or \$ <u>550.00</u> | \$_1,100_ | \$ 300.00 |
| Bulldozer with opera | tor \$ 550,00 | \$ 1,100 | \$ 300.00 |
| Dump Truck with op | erator \$ <u>460.0</u> 0 | \$ 750.00 | \$ 200-00 |
| Materials and Dispos | als² | | \$Z_5_% Above cost |
| Please indicat | e number of laborers ava | ilable 2 | |
| 2. Invoices from | suppliers are required be | efore payment will b | e authorized. |
| Name of Bidder: | Stanley | F. Skrezec | · |
| | | | |
| Address of Bidder: | | | |
| Address of Bidder: EIN No.: | | SUD LAUF | Greenport, N.Y. (1944 |
| | 50 COULT | 9818 | Greenport, N.Y. 11944 |
| EIN No.: | 50 COULTE 0 27-2899 631-278-6004 | 9818 (631-477 | Greenport, N.Y. (1944) |
| EIN No.: Contact Phone No: | 50 COULT 6 27-2899 631-278-6004 Skrezec digs | 9818 (631-477 | Greenport, N.Y. (1944) |
| EIN No.: Contact Phone No: Contact E-Mail: | 50 COUL P. 6 27-2899 631-278-6004 Skrezec digs y Muly F. | 9818 1631-477 104 ad 9 mail. | Com |
| EIN No.: Contact Phone No: Contact E-Mail: Signature: | 50 COULT 6 27-2899 631-278-6004 Skrezec digs | 9818 1631-477 104 at 9 mail. | Com |

BID FORM

VILLAGE OF GREENPORT DELIVERY OF DIESEL FUEL

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

Village of Greenport 236 Third Street Greenport, New York 11944

Gentlepersons:

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

| Name of Bidder: | Burs's Reliable, Inc |
|--------------------|---|
| Address of Bidder: | PO Box 696, 1515 Youngs Due, Southold NY 1197 |
| EIN No.: | 11-2934096 |
| Contact Phone No: | 631-765-3767 |
| Contact E-Mail: | Martin @ bunts. com |
| Signature: | Mac Darelli |
| Signed By: | Martin Romanelli |
| Title: | Prosident |
| Date: | 12/8/22 |
| | |

VILLAGE OF GREENPORT DELIVERY OF DIESEL FUEL

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

BID FORM

VILLAGE OF GREENPORT DELIVERY OF NO. 2 HEATING OIL

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

Village of Greenport 236 Third Street Greenport, New York 11944

Gentlepersons:

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

| Name of Bidder: | Burd's Rehable, Inc |
|--------------------|--|
| Address of Bidder: | PO Box 696, 1515 Youngs Auc Southold NY 1197 |
| EIN No.: | 11-2934096 |
| Contact Phone No: | 631-765-3767 |
| Contact E-Mail: | - Martin @ burts.com |
| Signature: | Marchi Da anlli |
| Signed By: | Mardini Romanelli |
| Title: | Persident |
| Date: | 12/8/22 |
| | |

VILLAGE OF GREENPORT DELIVERY OF NO. 2 HEATING OIL

| Price Differential per Gallon | Price Differential Per Gallon |
|---|--|
| (Words) | (Numerals) |
| Bid Price for 15,000 gallons (Words) Three thousand | Bid Price for 15,000 gals (Numerals) \$3,000 |

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

TIFFANY ZEZULA T: 914.422.4034 F: 914.422.4011

E: TZEZULA@LAW.PACE.EDU

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

Dear Mr. Brennan.

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

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

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

With Best Regards,

Tiffany Zezula

Tiffany Zezula, Esq.

Summary of Workshop

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

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

Services Provided

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

Total \$2,500