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

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Third Street Firehouse
January 26, 2023
7:00 P.M.

B E F O R E:

- GEORGE HUBBARD, JR. - MAYOR
- JACK MARTILOTTA - DEPUTY MAYOR/TRUSTEE
- PETER CLARKE - TRUSTEE
- MARY BESS PHILLIPS - TRUSTEE
- JULIA ROBINS - TRUSTEE

- JOSEPH PROKOP - VILLAGE ATTORNEY
- JEANMARIE ODDON - DEPUTY VILLAGE CLERK

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

2 MAYOR HUBBARD: Okay. I call the meeting to
3 order. Pledge to the Flag.

4 (Pledge of Allegiance)

5 MAYOR HUBBARD: Please remain standing for a
6 moment of silence for Maria Cruz DeJesus and
7 Jack R. "Jack" Heaney.

8 (Moment of Silence)

9 MAYOR HUBBARD: Thank you. Okay. Under
10 Announcements, Village Office will be closed on
11 February 20th, 2023 in honor of President's Day.

12 We have one liquor license application,
13 Spring -- Spring Street Stuff LLC at 449 Main
14 Street. Anybody who wants to comment on that, you
15 can get the SLA website and contact information off
16 the Village website to contact them, if anybody has
17 any comments or whatever. I don't really know much
18 about what's going on down there yet, because the
19 Village has not received an application for that
20 property, so I'm not sure.

21 All right. Next we have is a public hearing,
22 a public hearing regarding a proposed local law of
23 2023 creating Section 150-51 of Greenport Village
24 Code creating a six-month moratorium on development
25 in the WC Waterfront Commercial, CR Retail Commercial

1 and CG General Commercial Zoning Districts of the
2 Village of Greenport.

3 Just a little background before we move into
4 this. A resolution was passed in December creating
5 a Waterfront Advisory Planning Committee. I've
6 designated three different groups in that. The
7 three groups have met. Some have met twice, others
8 have met once, just setting up the groundwork of
9 what they're planning on doing, what their goals
10 and accomplishments need to be, and what the end
11 game is for all of them. So I want to just commend
12 the Trustees that have stepped up to do that, to
13 work on that.

14 We did have the training by Pace University,
15 which was very beneficial to all people that
16 participated in that.

17 We do have, with the assistance of the
18 Village Attorney, we have the State -- Department
19 of State. Brenda has given us three dates in
20 February, March and April, I think it's three or
21 four dates that we're going to choose from. We're
22 working on that. We got the email today. We're
23 going to pick those out for them to assist us in
24 the LWRP.

25 The other two committees, one is LWRP, one is

1 zoning and code, the other is infrastructure. And
2 everybody got together, they started meeting, so
3 we're moving forward with all that, getting input
4 from the committee members, and we're going to
5 solicit community input as we move forward with
6 this.

7 The first meetings were really kind of meet
8 and greet, everybody just say, boom, this is where
9 we are, this is what we're charged with, and this
10 is what we need to come up with as a final
11 solution, and then the overall whole group will get
12 together and move that forward and report back to
13 the whole Village Board.

14 But I just want to commend everybody that's
15 volunteered their time to go and participate in
16 that, to give us input of what everybody feels is
17 important in what we're trying to move forward
18 with.

19 Okay. With that being said, I'll open up the
20 public hearing. If anyone wants to address on the
21 public hearing, name and address for the record, so
22 the Transcriptionist gets it, and talk to us.

23 MARK BOYLE: Mark Boyle, 1073 Ash Drive,
24 Mahwah, New Jersey.

25 Hi again. Mark Boyle here to again say we

1 don't need a moratorium. As a reminder, along with
2 Erik Warner, I am part of the development team for
3 200 Main Street, which has spent the last year
4 working with the Village to develop a 22-room inn.
5 We have our finger on the pulse of the development
6 happening in the Village center, and there is no
7 activity that would warrant a complete halt to any
8 and all development.

9 Do each of you know why we -- you are
10 supporting a moratorium? Usually, we see
11 moratoriums in communities where developments are
12 running rampant, out of control. Does this
13 describe our community? If you support a
14 moratorium, you are saying to the world our
15 community is out of control. This is not what is
16 happening in the Village, not at all. You're being
17 fooled if you think a moratorium is necessary to
18 achieve the goals of reevaluating zoning,
19 planning -- and planning for the community. These
20 objectives are readily achievable without dividing
21 the community.

22 The facts are there are no development plans
23 in the Village. The six-month duration of the
24 moratorium is completely misleading, and all
25 experts say, including Pace University, it will

1 take years to achieve the goals created through a
2 moratorium.

3 Finally, the fact is that our 200 Main Street
4 project is a perfect example of a process that is
5 working in realtime here in your Village. Is a
6 moratorium the legacy each of you want to leave in
7 this Village?

8 Let us review what will happen to our
9 precious community if a moratorium is passed.
10 Passing unnecessary moratorium will have unexpected
11 consequences that still, a month after our last
12 meeting at this podium, none of us in this room are
13 talking about. Remember what the Suffolk County
14 Planning Commission said, a moratorium is last
15 resort, only when all else fails, only when a
16 community is facing unmitigated disaster. None of
17 these situations apply to the Village of Greenport.
18 Do you -- again, do you know why you are doing
19 this?

20 Keep in mind, existing growing businesses
21 will cease to grow. Again, this is critical. If
22 businesses can't grow, their values are capped,
23 which means real estate values in this community
24 will stop growing as well. If the value of
25 property stagnates, what do you think will happen

1 to all our property taxes? We will argue for them
2 to be lower, and then the Village will have less
3 revenue to operate, which ultimately means higher
4 taxes for everyone in this room. Do the math
5 yourself, please. Our actions in passing a
6 moratorium will be the economic kiss of death for
7 the business here, as well as anyone ever imagining
8 more -- more active and vibrant Village core.

9 The risk that you, the Board of Trustees,
10 will be creating for current and future business
11 and real estate investment in our community are
12 extremely high and destructive. Are the Village
13 coffers ready for the lawsuits via an unmerited
14 economic sanction on this community?

15 Again, our development is the most readily
16 understandable from the aspect of impact. If you
17 pass this proposed moratorium, you would create
18 financial hardship for all the investors, me and my
19 friends who have invested in our proposed inn, to
20 the extent that you will likely cause us to go into
21 bankruptcy.

22 It would be one thing if a moratorium was
23 merited, and those behind this idea had done the
24 research and planning necessary to determine that a
25 moratorium is the best thing for the community, but

1 this never happened.

2 This catch phrase, "moratorium", or "pause",
3 as it has been called, is easy to say and it caught
4 on quickly, but here's the thing. Anything that is
5 not well thought out, researched, tested and
6 retested in a community like Greenport will likely
7 create more destruction than benefit. Here's where
8 the Village is asking for trouble, when those of us
9 who would be impacted from their poorly planned,
10 poorly researched catch-phrase decision. The
11 trouble will be here for many, many years, and
12 would create a dark cloud over the community.

13 Please, each one of you think about what you
14 are doing. Have you followed the procedures, done
15 the research, taken the steps to determine if a
16 moratorium is real necessary, or are you being
17 fooled into thinking there is a problem that does
18 not really exist? Have you run the math to
19 determine the economic impact, not just to us
20 business owners, but to the residents as well?
21 Have you contacted the Business Improvement
22 District to determine the economic impact as part
23 of the SEQRA process? Taxes will go up, property
24 values will go down. Are you prepared to do this?
25 Do you know the consequences of your action,

1 and are you 150% ready to stand behind them? You
2 must think about this and use the resources of the
3 County, the State, academic institutions like Pace
4 University. Again, are you 150% sure that what you
5 are doing is the best for this community?

6 Please vote against the moratorium, it is
7 unnecessary. There are easier, smarter and better
8 ways to achieve these goals. Thank you very much.

9 MAYOR HUBBARD: Okay. Anybody else wish to
10 address the Board? Just your name and address, and
11 then you can talk.

12 ANDREW AURICHIO: All right. Good evening,
13 Board. My name is Andrew Aurichio. I own the
14 Greenport Auditorium down the road over there, the
15 historic building. And I'm just curious how this
16 moratorium is going to impact the sale, and
17 renovation, and revitalization, and all that stuff,
18 I mean, because I'm not sure where you're going
19 with this moratorium. I haven't been following it
20 that closely and I haven't read it, you know,
21 whatever the draft is of the law, I guess they call it.

22 MAYOR HUBBARD: Okay.

23 ANDREW AURICHIO: I mean, do I ask you guys
24 questions, or is this just something that is out
25 there?

1 MAYOR HUBBARD: Well, we're just -- we're
2 taking comments and everything else. I mean, it's
3 going to affect it. If the moratorium does get
4 passed when it's voted on, it would be a six-month
5 hold on any applications for any improvements on
6 anybody in those three districts.

7 ANDREW AURICHIO: Which districts are you
8 talking about now?

9 MAYOR HUBBARD: The ones I read off at the
10 beginning, Waterfront Commercial, Commercial Retail
11 and General Commercial.

12 ANDREW AURICHIO: Yeah, I think I'm in one of
13 those.

14 MAYOR HUBBARD: Yes, you are.

15 ANDREW AURICHIO: So that's why I'm here. I
16 just want to know what the -- I mean, I'm not sure
17 where you're going with this moratorium, because
18 I'm not really for it, because I think, you know,
19 we should open up Greenport, I don't think you
20 should be closing it down. I think, you know, it's
21 so unique. All you have is tourism, you know, and
22 the waterfront. It should be maximized, you know,
23 bringing yachts, bringing cruise ships.

24 I could remember years ago when Mitchell's
25 was down there. That was when fishing boats were

1 going out of there, lively, all week, all -- every
2 night, you know. Now it's seasonal, weekends, you
3 know, tourism.

4 I mean, I don't know where you want to do go
5 with your moratorium. What do you want to do, stop
6 that, encourage that? And I want to know where I
7 fit in, because somebody -- you know, I want to
8 sell the building and I want to get it renovated.
9 It needs work, you know, and all that stuff, so I'm
10 very, very concerned.

11 I mean, the whole Village is hotels and
12 restaurants now, and this guy wants to build
13 another one. I don't see what the big deal is, you
14 know. It sounds like a good idea and it sounds
15 very nice. What else are you going to do with that
16 spot? What do you want to put, a -- wait a minute.
17 I read something about a seaweed processing plant.
18 Maybe we should put that there.

19 So, you know, I didn't read -- I didn't
20 prepare a speech, but I'm sure you -- I know all
21 you people up there and I know you know the
22 building and stuff. So, I mean, can you answer
23 that question, or it has to go before the Planning
24 Board? Or how are we going to know it, because --

25 MAYOR HUBBARD: Actually, the Planning Board

1 is not -- nobody's accepting applications for any
2 work in those districts right now.

3 ANDREW AURICHIO: Okay. Because I know for
4 that thing, it has -- it needs work, and it's going
5 to need building permits and stuff. So I guess if
6 you do this moratorium, it's going to delay it for
7 months; is that what you're saying?

8 MAYOR HUBBARD: Yes, it's a six-month
9 moratorium. It's already an administrative
10 moratorium. Right now we are not accepting any
11 applications for building permits or work in those
12 three districts.

13 ANDREW AURICHIO: Is there any -- any
14 exceptions? You could -- like outs, clauses or --

15 MAYOR HUBBARD: The wording in there, if
16 there's a financial hardship that can be proven
17 with dollars and cents and figures of what you're
18 trying to do, you can ask for an exemption. That
19 would go before the Village Board to approve the
20 exemption, and then the application could move
21 forward to Planning and Zoning.

22 ANDREW AURICHIO: And the regular cost of
23 businesses, so on and so forth?

24 MAYOR HUBBARD: Right, if -- yeah, you have
25 to prove that it's a financial hardship that's not

1 self-induced, or whatever. There's a criteria
2 that's in the law, if you read the version of the
3 law, and you'll see that is in there.

4 ANDREW AURICHIO: Okay. All right. But I
5 want to vote against the moratorium, just so I can
6 say, you know --

7 MAYOR HUBBARD: Okay.

8 ANDREW AURICHIO: -- I'm not for it. All
9 right.

10 (Laughter)

11 ANDREW AURICHIO: Thank you.

12 MAYOR HUBBARD: All right. Thank you.

13 RANDY WADE: Randy Wade, Sixth Street. I
14 just want to applaud the moratorium. And anybody,
15 like the Opera House, that would need to have a lot
16 of, say, outside just protection, it's certainly
17 going to take a lot longer than six months. So
18 there would be a lot of work that could get done
19 during the moratorium that the Building Department
20 could approve.

21 And then the fear mongering that this whole
22 process is going to take longer than six months,
23 the local Waterfront Revitalization Program process
24 might, yes. However, with six months, the -- with
25 the amount of time and energy that you've devoted

1 to it, I actually think we will have solid Zoning
2 Code recommendations. And heard enough from the
3 community about how they see the future of the
4 Village, because it sounds like there's -- we're
5 not all unified as to what we might like. And so
6 it will be a process and I really look forward to
7 that, and thank you for being smart enough to get
8 that going.

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

11 MATT CHARTERS: Good evening, Board. Matt
12 Charters, 40 Madison Street, Greenport. Just as an
13 aside, I do not live in the Incorporated Village, I
14 live in the unincorporated section of Greenport.
15 I am -- have worked as a planner professionally
16 since 2017 for the Town of Southampton and the Town
17 of Riverhead.

18 This is really just a process thing for me.
19 I did see an article in Suffolk Times today that
20 talked about the SEQRA process on this moratorium.
21 It's pretty explicit. You know, in my review of
22 SEQRA, this is a Type II Action. I had the
23 opportunity to review the Board's minutes from the
24 special meeting in December. It seems this was
25 classified as unlisted. I'm not really too sure

1 why, but that's really my only comment, that it's a
2 Type II, not unlisted to adopt a moratorium.

3 MAYOR HUBBARD: Okay. Joe?

4 MATT CHARTERS: Yeah, it's Number 36. I
5 have -- I have --

6 MAYOR HUBBARD: He's questioning whether it's
7 a Type II or Unlisted Action on SEQRA.

8 ATTORNEY PROKOP: Right, SEQRA -- so the
9 SEQRA regul -- SEQRA regulations provide that
10 moratoriums in general are Type II Actions.

11 MATT CHARTERS: Yeah.

12 ATTORNEY PROKOP: There was other -- there
13 were other provisions included with the initial,
14 initial resolution. So I decided, rather than
15 initially claim that it -- initially type it as a
16 Type II Action, and then later on possibly go to
17 Unlisted, that because of those other actions that
18 were taken in association with the moratorium, that
19 it would be more advisable to start off as an
20 Unlisted Action. And then if we moved ahead with a
21 straight moratorium, as provided in the SEQRA
22 resolutions, then we could -- SEQRA regulations,
23 then we could determine that it's a Type II Action
24 later on with no SEQRA review required.

25 MATT CHARTERS: Okay, good. It just --

1 ATTORNEY PROKOP: I wanted to go -- to
2 protect the Board, to go one -- to become less
3 restrictive later on, rather than try to become
4 more restrictive after --

5 MATT CHARTERS: So I guess if it was
6 reclassified, you would -- you would either recall
7 the resolution, or amend it, or adopt a different
8 resolution?

9 ATTORNEY PROKOP: It would be -- it would be
10 amended with the adopting -- at the time of the
11 adopting resolution. The way it's going now,
12 probable -- it probably be adopted as a Type --
13 excuse me, type finally -- it was preliminarily
14 typed as an Unlisted Action. Probably the final
15 typing will be as a Type II Action --

16 MATT CHARTERS: Yeah.

17 ATTORNEY PROKOP: -- with no review required.

18 MATT CHARTERS: Yeah, because I'll just
19 Number 36, "Adoption of a moratorium on land
20 development and construction."

21 ATTORNEY PROKOP: Yeah, thank you for
22 bringing that up.

23 MATT CHARTERS: Clear English, and I have it,
24 and I could give it to the Clerk. That's it.

25 MAYOR HUBBARD: Okay. Anybody else wish to

1 address the Board?

2 TRICIA HAMMES: Tricia Hammes, 603 Main Street.

3 I was maybe not even going to say anything, but I
4 guess I will add my two cents, along with Randy's
5 and others, to say that I continue to support
6 really the short-term pause or moratorium on
7 development activities in the Village as warranted
8 to give us some breathing room, to start the
9 process of the LWRP and related code changes.

10 I think a moratorium that's accompanied by a robust
11 planning effort with community outreach to all
12 stakeholders is well founded and a sound land use
13 planning technique, and one which this community
14 desperately needs.

15 I thank the Mayor for his update on the
16 Waterfront Advisory Committee process. I look
17 forward to seeing that process move forward. I
18 really hope that the three subcommittees, as well
19 as the larger committee and this Board, will
20 actively proceed with community engagement on all
21 of this. I think we really need to involve
22 community groups through outreach to the churches,
23 the schools, CAST, the BID, other stakeholder
24 groups to get as much public participation as
25 possible.

1 I think one of the reasons that this Board
2 has struggled over the last couple of years with
3 managing to get laws passed is a failure to get
4 that buy-in up front and have people understand and
5 weigh in on goals. And I think if you do that leg
6 work up front and get the community involved, and
7 have community meetings, and ask for community
8 input on what people would like to see, what their
9 thoughts are, I think it could only lead to good
10 things.

11 I think there's a lot of a people that have
12 given a lot of thought and have some interesting
13 ideas, and some -- you know, we may not all agree.
14 As Randy said, people have different views. We may
15 decide that we don't need, you know, any Zoning
16 Code changes. We may decide we need certain ones
17 and not other ones. But without that community
18 input, and hearing what the community has to say,
19 and getting their buy-in up front on what the goals
20 and objectives are, this process is going to end up
21 like everything else, and it's going to just
22 become, you know, people standing up here saying,
23 "Well, I have a problem with this, I have a problem
24 with that, I don't want to do this." And so I
25 really, really hope that the next step that the

1 committees will be doing will be some open meetings
2 with the public.

3 I also really hope that you'll per -- you
4 know, do a very transparent process through this
5 and communicate, and have a schedule of when the
6 meetings are, so that the public can be involved.
7 I sometimes struggle with things that get posted to
8 the Village website where it's not really clear
9 when one thing's been posted and then that gets
10 taken down and a new thing gets posted. I think
11 that when you post documents, you really need to be
12 posting black lines as things go along, so that
13 people can read what the changes are, and not have
14 to do another full read of documents, and be able
15 to follow through, and clearly identify when
16 something has been changed. Because I know the law
17 got -- the law got reposted again in the beginning
18 of January, and it happened with the parking law as
19 well, and I don't think that that's really
20 satisfactory notice to the community. So I would
21 ask you to take that into account as well.

22 But I do thank you all for your hard work,
23 and I look forward to seeing the process moving
24 forward.

25 MAYOR HUBBARD: Okay. You wanted to -- do

1 you want to speak?

2 DAVID GILMARTIN: Good evening. David
3 Gilmartin at the Law Firm of Greenberg Traurig,
4 which is 2317 Main Street in Bridgehampton.

5 First, as a matter of how you're going to
6 move this moratorium forward, I know you referred
7 it to the Suffolk County Planning Commission. I
8 understand they have a hearing next Wednesday, the
9 1st. Are you going to hold this hearing open until
10 after you get the decision from the Suffolk County
11 Planning Commission back?

12 MAYOR HUBBARD: Yeah. Actually, this
13 hearing, we got a reply. Our Planning Board today
14 offered changes to the law that we had posted. So
15 we're going to take what the public hearing has
16 tonight and that, and review that tomorrow, because
17 if we change anything that's in a Local Law, we
18 have to notify Suffolk County Planning, and that
19 may delay them reviewing our case, because if we
20 make any changes on it, it's a Board decision what
21 they're going to do with that.

22 DAVID GILMARTIN: And when will that
23 information be available to us?

24 MAYOR HUBBARD: Well, hopefully -- I mean,
25 we'll discuss it this evening. The Board at least

1 month's meeting said they're okay with sending that
2 law in. But we got feedback from our Planning
3 Board today, and we're getting feedback from
4 anybody tonight, so the Board's going to have to
5 decide over the weekend whether they want to move
6 forward with the law we have in there, or if they
7 want to modify it and make changes and have another
8 public hearing.

9 DAVID GILMARTIN: So is it -- can I access
10 information about whether it's going forward on
11 Wednesday through the Village, or do I have to deal
12 with the Commission to do that? Because it's going
13 to be your decision that you will share.

14 MAYOR HUBBARD: Yes. We will know on Monday
15 morning whether we're keeping the law as written
16 and submitting it that way. If the Board here
17 decides not take the recommendations that our
18 Planning Board submitted, and whatever public
19 comment we get tonight, then we could add the law
20 as it is there. But if we change anything, we need
21 resubmit that to the Suffolk County Planning

22 DAVID GILMARTIN: Right. So if you don't
23 change it and you go forward with it as written,
24 are you going to keep this hearing open, so that we
25 can comment when the Planning Commission's decision

1 comes back?

2 MAYOR HUBBARD: We could. That's a legal
3 question. I would ask the Attorney on that.

4 ATTORNEY PROKOP: So I think because we got
5 comments from the Planning Board, you know, the
6 resolution from the Planning Board was adopted
7 giving us the comments today, it would probably be
8 my recommendation that we keep the -- this hearing
9 open to next month.

10 MAYOR HUBBARD: Okay, there you go.

11 DAVID GILMARTIN: So I'll shorten my remarks,
12 then, because we'll have another opportunity at
13 this.

14 And I appeared at your December 22nd meeting
15 and we provided reasons, both factual and legal,
16 why we don't think the moratorium should go
17 forward. Since that hearing, as a result of the
18 FOIL request to the Planning Commission, we found
19 out that the Village has referred one project to
20 the Planning Commission in the last five years.
21 Think about that, one project went to the Planning
22 Commission in the last five years. This --

23 TRUSTEE PHILLIPS: Excuse me, I need to
24 clarify something. Are you talking about the
25 Suffolk County Planning Commission --

1 DAVID GILMARTIN: Yes.

2 TRUSTEE PHILLIPS: -- or our Planning Board?

3 DAVID GILMARTIN: The Suffolk County Planning
4 Commission. Your Planning Board is a different --
5 is a different analysis which I provided.

6 TRUSTEE PHILLIPS: I'm just asking for
7 clarification, that's all.

8 DAVID GILMARTIN: Right. Planning
9 Commission, one project from the Village of
10 Greenport in the past five years. Between that and
11 the analysis that I provided you in my December 22nd
12 letter about actually the reduction in the
13 intensity of development in Greenport severely
14 undercuts this idea that you need a moratorium.

15 This idea of a moratorium -- and there's a
16 real dichotomy, as I listened to the comments, and
17 I was here on the 2nd and I was here on the 22nd,
18 and there's a real dichotomy. The people that have
19 no skin in the game, the residents, all want the
20 moratorium. But you hear the business people get
21 up and they say, "Wait a second, this is going to
22 hurt us," right? So the people that have the real
23 skin in the game, the ones that get hurt, the ones
24 that legally are going to bear the brunt and the
25 expense of this moratorium are saying no to you,

1 and I provided you with the legal background of why
2 that's unfair.

3 Why should the, you know, eight to 10
4 property owners in this village bear the brunt, be
5 put on this, you know, what everybody wants to say
6 is a six-month pause? Pace University told you
7 it's going to be far longer than that. If you look
8 anywhere around where villages or towns have done
9 moratoriums, they're more like two years. You
10 can't do the in-depth analysis that's required to
11 change your zoning law in six months, it's
12 impossible. It hasn't been done and it won't be
13 done here. This is a much longer process that
14 you're undertaking and you're hurting property
15 owners when you do it, and I would say for very
16 little reason.

17 Again, one application in the last five
18 years. We've seen the applications to the Planning
19 Board in bulk is down by 30%. Take a look at your
20 Waterfront Commercial Zoning Code and tell me what
21 use in there is going to harm the working
22 waterfront? It is -- it is a tight law. I agree,
23 it needs to be updated, but it needs to remove
24 obsolete uses and bring in and become current with
25 how Waterfront Commercial properties are being used

1 today, vis-a-vis aquaculture and that type of
2 thing. But there is no use currently in your code
3 that anybody can make an application for and get it
4 that's going to harm the waterfront. They're all
5 waterfront business uses. There's absolutely no
6 point to it.

7 If it's -- if that's really your goal, is to
8 protect the working waterfront, it's protected. It
9 needs to be updated, of course, but it's protected.
10 Again, no use can come in to harm that.

11 Just, you know, I don't want to belabor the
12 point, but a moratorium is unnecessary here. It's
13 necessary that you update your LWRP or your
14 comprehensive plan, or whatever plan's going to
15 come out of it, it does need to be updated, but you
16 don't need a moratorium to do it. You're not
17 protecting anything, really, when you do it. The
18 protections are there, it just needs to be updated.

19 We look forward to coming back after we're
20 able to review what the Planning Commission says.
21 Thanks for your time.

22 MAYOR HUBBARD: Anybody else wish to address
23 the Board?

24 ELIZABETH TALERMAN: My name is Elizabeth
25 Talerman, I live at 304 Sterling Place. I am not

1 only a resident, but I am a business owner. And I
2 think there's a creation of a false dichotomy to
3 say that business owners and residents are not
4 aligned.

5 My husband and I support the moratorium and
6 the structure it provides to develop a
7 comprehensive plan for our Village. The unique
8 nature of this Village is derived from this
9 delicate balance between supporting residents of a
10 working waterfront and being attractive to
11 tourists. Upset that delicate balance and we'll
12 lose what we all value so much.

13 We can see in just two short ferry rides what
14 a village looks like when it becomes a shopping
15 mall that's unaffordable to the residents, the
16 actual people with skin in the game. The interests
17 of business owners in our Village must be taken
18 into consideration and have been. The thoughtfully
19 constituted waterfront committees include multiple
20 members of the BID as part of it. The BID is not
21 separate from this process, nor is it separate from
22 residents' interests, as we, the Village taxpayers,
23 are funders of the BID, and we are the year-round
24 supporters of the business owners.

25 The development of a comprehensive plan that

1 takes into consideration the interests of our
2 Village residents, and ensures that we have a
3 livable environment, along with a vibrant economy,
4 is the most desirable outcome. We need a pause to
5 do that. I urge you to vote in favor of the
6 moratorium. Thank you.

7 MAYOR HUBBARD: Anybody else wish to -- yeah.

8 LEUEEN MILLER: Good evening, Members of the
9 Board, Mayor Hubbard. My name is Leueen Miller, I
10 live at 424 Fourth Street in Greenport. I have
11 been a longtime resident, I also have a business.

12 I signed the petition. I don't sign
13 petitions lightly, but I think, having lived almost
14 50 years in Greenport, I have seen many changes.
15 And I appreciate the conflicts between the various
16 segments of the population in Greenport that has
17 been occurring over the last few years. I think
18 when one is confronted personally, or in the
19 community, or in the Village with conflicting
20 interests, it's worthwhile stepping back and giving
21 oneself time to review the situation and come up
22 with some recommendations.

23 During my career, I have been involved in a
24 number of cases of revitalization of downtown city
25 communities, and one of the major lessons I learned

1 is that for it to be successful, you have to
2 involve all segments of the community in order to
3 come up with a plan that works for everyone.

4 I really take exception particularly to the
5 first speaker, who sort of made the case that if --
6 if the moratorium goes ahead, you know, Greenport
7 collapses as an economic tourist community, and I
8 think that's ridiculous, to be honest. Six months
9 in the life of a community is nothing, it's a drop
10 in the bucket. It would take you six months to
11 even get a very simple permit.

12 So to give an opportunity to a cross-section
13 of the community, the Advisory Board, which has
14 been selected by the Board, who I assume are --
15 represent disinterested, but interested,
16 participants in coming up with a future plan for
17 Greenport, will come up with a solid number of
18 recommendations and a program to go forward.

19 Greenport is not just for businesses and
20 hotels. I'm in the hospitality business, so I -- I
21 can -- I'm not -- I'm not involved in this big
22 hotel enterprises, but I can -- I have seen what
23 has become of Greenport. And I would like to see
24 all aspects of Greenport, the business community,
25 the local residents, the visitors, the cultural

1 aspect of the Village, the school system, jobs for
2 up-and-coming young people, diversion of industries
3 in the Village, really to come up with a
4 comprehensive plan that addresses the needs and the
5 interests of a broad section of the local
6 community, and I hope that moves forward.

7 If I were to change my mind and decide I was
8 against the moratorium, for me, it would mean that
9 I hadn't thought the whole thing processed -- I
10 hadn't processed the moratorium to begin with, or I
11 had been pressured into changing my position, and I
12 don't want to change my position.

13 I think, in good faith, I'm strongly in favor
14 of the moratorium, and giving some breathing space
15 to all factors of the -- of the society in
16 Greenport to make their case, give their comments.
17 And I would hope that as many people in the Village
18 can in way or another get involved. Thank you.

19 MAYOR HUBBARD: Okay, thank you. Okay.
20 Anybody else wish to address -- okay.

21 SARAH PHILLIPS: Hi. Sarah Phillips,
22 100 South Street, Greenport.

23 Good evening. Thank you for all the time
24 that everyone's dedicated to this. Everyone's
25 that's here is obviously very engaged in this. In

1 the 11 years I've lived here, this is the most I've
2 seen the community engaged in a cross-section,
3 which is very enlivening. I like seeing everyone
4 put forth what they care and their perception of
5 what Greenport is to them, and why it's important,
6 and how we carry that forward.

7 That being said, some of the things that came
8 across tonight in these comments were that this
9 will take years to achieve the goals that the
10 moratorium have set. But if it will take years,
11 then why would we wait longer to start this
12 process, if we've already dedicated all this time,
13 if we've already dedicated all this work, if we've
14 already had all these conversations. And we know
15 it's going to take us that long to get there, why
16 are we waiting again?

17 Someone else brought up the parking
18 initiative that happened a little bit before I
19 moved here, and that's something that comes up
20 consistently year after year. And almost at every
21 meeting I attend are the parking issues, and the
22 income that we could gather, and the different ways
23 that it would help us manage our Village, and
24 that's something that also kind of sat in the
25 background and hasn't been addressed since in the

1 way that it was addressed in I believe it was in
2 2010. And it's something that snuck up behind us,
3 and I don't want this to repeat itself there for us
4 again.

5 Seeing everyone engaged and looking at a
6 forward plan of balance, comprehension, longevity
7 and growth, I think this will really help us shape
8 the Village for the next 10 years, and for the
9 people that come in behind us. Thank you.

10 TRUSTEE CLARKE: Thank you.

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

13 (No Response)

14 MAYOR HUBBARD: Okay. I'll offer a motion to
15 adjourn the public hearing, and we'll keep it open
16 for another month.

17 TRUSTEE PHILLIPS: Second.

18 MAYOR HUBBARD: All in favor?

19 TRUSTEE CLARKE: Aye.

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.

2 Okay. Public to address the Board on any
3 topic. We have other topics.

4 TRICIA HAMMES: (Raised Hand)

5 MAYOR HUBBARD: Yeah.

6 TRICIA HAMMES: Tricia Hammes, 603 Main
7 Street. I have a personal interest in this
8 question, but I've also had a couple of people ask
9 me the same thing, which relates to the upcoming
10 Village elections and absentee ballots. And so I'm
11 hoping that this Board can work with the Village
12 Administration and make sure the process is clear
13 to everybody.

14 I was directed to complete the New York State
15 absentee ballot form, and that that had all the
16 information on it that I needed, but that form
17 directs me to file it with the County Board of
18 Electors, whereas the website directs me to file it
19 with the Village Clerk. So I think that
20 inconsistency needs to be cleared up for people, so
21 they know where they're actually supposed to be
22 filing their absentee ballots.

23 And the other thing, which was not a question
24 that I asked, but I know at least one or two other
25 people have asked and have been unable to get an

1 answer to, is when absentee ballots will be
2 available, because people need to make the right
3 decision about how to get those absentee ballots,
4 whether it's by mail or having somebody pick them
5 up. And I get that there may not be a clear answer
6 on that, but I think people need some guidance,
7 because they need to make sure that they've set
8 things up, so that they can get those absentee
9 ballots based on their travel schedules. So I hope
10 that that is something that can also be agreed
11 upon.

12 The -- again, the County or the New York
13 State form says the -- that absentee ballots will
14 be mailed 46 days, starting 46 days before the
15 election, which I -- would be next week. So I
16 assume that that's not happening, since the
17 petitions aren't due until February 14th. But I do
18 think that it would be helpful to the community to
19 know the date that those absentee ballots will be
20 available. So I just hope that's something that
21 you can work through --

22 MAYOR HUBBARD: Okay. I can give you answers
23 on that right now. Until people actually submit
24 their petitions, we cannot do an absentee ballot,
25 and they have to be submitted by February 14th. So

1 until that date, we have no idea who is actually
2 going to run. So that's -- that's the dates.

3 TRICIA HAMMES: I understand, but I'm not
4 getting an absentee ballot before that date.

5 MAYOR HUBBARD: So everybody knows, after
6 February 14th, the ballots will be printed, and
7 they'll be available either by mail or to be picked
8 up at Village Hall, and they get returned back to
9 Village Hall.

10 TRICIA HAMMES: Okay. So if somebody wants
11 to send somebody down there to pick it up for them,
12 do they tell them go in on February 18th, or do
13 they tell them to go in on February 20th, or do I
14 have to send somebody down there every day until it
15 appears?

16 MAYOR HUBBARD: No. When the ballots are
17 available, it will be posted on the website they're
18 available. Right now, you can pick up an
19 application. You pick up the application now that
20 you want an absentee ballot.

21 TRICIA HAMMES: I understand.

22 MAYOR HUBBARD: And it will say do you want
23 it mailed to you or do you want to pick it up.

24 TRICIA HAMMES: And who do I return that to?

25 MAYOR HUBBARD: And they'll -- that

1 application gets filed. Actually, Jeanmarie, our
2 Deputy Clerk, is in charge of making that list, and
3 if there's 40 names on there, those 40 people will
4 be written down of who picked up an application for
5 one. And when the ballot's available, it will be
6 mailed or they'll be notified to pick it up.

7 TRICIA HAMMES: Okay. And who do -- you
8 return it to the Village Clerk, correct, not the
9 County Board of Elections?

10 MAYOR HUBBARD: No, to the Village, Village
11 Hall.

12 TRICIA HAMMES: Okay.

13 MAYOR HUBBARD: The County form sends them --

14 TRICIA HAMMES: I think that needs to be made
15 clear when those things are held out -- handed out
16 to people, because if somebody just hands you a
17 piece of people and says all the instructions are
18 there, you're going to send it to the County Board
19 of Elections, because that's what it says.

20 MAYOR HUBBARD: All right. The County has
21 never run our Village elections, so it's always
22 been done by the Village.

23 TRICIA HAMMES: I'm not -- I'm not
24 disagreeing with you, I'm just telling you that
25 there's conflicting information being given to

1 people that want to vote, and I think it's
2 important that people be able to exercise their
3 civic vote -- voice.

4 And I still think that there should be a date
5 certain by which people know absentee ballots are
6 going to be available, because I'm going to ask
7 somebody to go pick mine up, and I'm not going to
8 know -- it might be one person if it's, you know,
9 within a certain number of days, it might be
10 somebody different if it's in a different set of
11 dates. And I think that the other people I've
12 spoken to that are in this situation have that same
13 concern. So it would be helpful if at some point
14 people could say, well, by February 28th, those
15 absentee ballots will be available, that's all I'm
16 asking.

17 MAYOR HUBBARD: Okay. Yes, once they're
18 reviewed by the Clerk, and the Attorney, and the
19 applicant, anybody else who hands one in, they have
20 the right to challenge any names or anything on
21 that. Once that process is completed, I can't say
22 if it's going to take two days or five days, but as
23 soon as we have them available, we'll post it that
24 day on the website that the ballots are available.

25 TRICIA HAMMES: Thank you.

1 MAYOR HUBBARD: Okay, you're welcome. Any
2 other questions on any topic?

3 (No Response)

4 MAYOR HUBBARD: Okay. We'll move on to our
5 regular agenda.

6 I'll offer *RESOLUTION #01-2023-1,*
7 *RESOLUTION adopting the January, 2023 agenda as*
8 *printed.* So moved.

9 TRUSTEE MARTILOTTA: Second.

10 MAYOR HUBBARD: All in favor?

11 TRUSTEE CLARKE: Aye.

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 Clarke.

20 TRUSTEE CLARKE: *RESOLUTION #01-2023-2,*
21 *Accepting the monthly reports of the Greenport Fire*
22 *Department, Village Administrator, Village*
23 *Treasurer, Village Clerk, Village Attorney, Mayor*
24 *and Board of Trustees.* So moved.

25 TRUSTEE ROBINS: Second.

1 MAYOR HUBBARD: All in favor?

2 TRUSTEE CLARKE: Aye.

3 TRUSTEE ROBINS: Aye.

4 TRUSTEE MARTILOTTA: Aye.

5 TRUSTEE PHILLIPS: Aye.

6 MAYOR HUBBARD: Aye.

7 Opposed?

8 (No Response)

9 MAYOR HUBBARD: Motion carried.

10 If we could just pause for a second and let
11 them --

12 TRUSTEE PHILLIPS: Yes.

13 (Members of the Public Exited the Room)

14 MAYOR HUBBARD: Okay. Go ahead, Trustee
15 Robins, please.

16 TRUSTEE ROBINS: *RESOLUTION #01-2023-3,*
17 *RESOLUTION approving the application for membership*
18 *of Janet Yagle to the Rescue Squad of the Greenport*
19 *Fire Department, as approved by the Village of*
20 *Greenport Fire Department Board of Wardens on*
21 *January 18th, 2023. So moved.*

22 TRUSTEE MARTILOTTA: Second.

23 MAYOR HUBBARD: All in favor?

24 TRUSTEE CLARKE: Aye.

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 MARTILOTTA: *RESOLUTION #01-2023-4,*
8 *RESOLUTION approving the application for membership*
9 *of Katherine Celiz to the Rescue Squad of the*
10 *Greenport Fire Department, as approved by the*
11 *Village of Greenport Fire Department Board of*
12 *Wardens on January 18th, 2023. So moved.*

13 TRUSTEE PHILLIPS: Second.

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE CLARKE: Aye.

16 TRUSTEE ROBINS: Aye.

17 TRUSTEE MARTILOTTA: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 MAYOR HUBBARD: Aye.

20 Opposed?

21 (No Response)

22 MAYOR HUBBARD: Motion carried.

23 TRUSTEE PHILLIPS: *RESOLUTION #01-2023-5,*
24 *RESOLUTION approving an increase in the hourly wage*
25 *rate for Ethan Holland, from \$26.43 per hour to*

1 *\$30.00 per hour, effective February 1st, 2023 owing*
2 *to the completion of a job-related course of study,*
3 *per Article VII (Salaries and Compensation),*
4 *Section 9 (c) - Merit Clause - of the collective*
5 *bargaining agreement currently in force between the*
6 *Village of Greenport and CSEA Local 1000. So moved.*

7 TRUSTEE CLARKE: Second.

8 MAYOR HUBBARD: All in favor?

9 TRUSTEE CLARKE: Aye.

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 CLARKE: *RESOLUTION #01-2023-6,*
18 *Scheduling a public hearing for 7 p.m. on*
19 *February 23rd, 2023 at the Third Street Fire*
20 *Station, Third and South Streets, Greenport, New*
21 *York 11944 regarding the addition of net metering*
22 *to the Village of Greenport electric service*
23 *tariff, with any approved addition to be filed with*
24 *the New York Power Authority. So moved.*

25 TRUSTEE ROBINS: Second.

1 MAYOR HUBBARD: All in favor?

2 TRUSTEE CLARK: Aye.

3 TRUSTEE ROBINS: Aye.

4 TRUSTEE MARTILOTTA: Aye.

5 TRUSTEE PHILLIPS: Aye.

6 MAYOR HUBBARD: Aye.

7 Opposed?

8 (No Response)

9 MAYOR HUBBARD: Motion carried.

10 TRUSTEE ROBINS: *RESOLUTION #01-2023-7,*
11 *RESOLUTION authorizing Interim Treasurer Gaffga to*
12 *perform attached Budget Amendment #5146 to*
13 *appropriate reserves to fund the purchase of four*
14 *(4) cylinder heads for the Village Power Plant, per*
15 *Resolution #11-2022-11, and directing that Budget*
16 *Amendment #5146 be included as part of the formal*
17 *meeting minutes of the January 26, 2023 Regular*
18 *Meeting of the Board of Trustees. So moved.*

19 TRUSTEE MARTILOTTA: Second.

20 MAYOR HUBBARD: All in favor?

21 TRUSTEE CLARK: Aye.

22 TRUSTEE ROBINS: Aye.

23 TRUSTEE MARTILOTTA: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 MAYOR HUBBARD: Aye.

1 Opposed?

2 (No Response)

3 MAYOR HUBBARD: Motion carried.

4 TRUSTEE MARTILOTTA: *RESOLUTION #01-2023-8,*
5 *RESOLUTION authorizing Interim Treasurer Gaffga to*
6 *perform the attached Budget Amendment #5147 to*
7 *appropriate reserves to fund the repair of the*
8 *Wastewater Treatment (Plant) Flygt Mixer, and*
9 *directing that Budget Amendment #5147 be included*
10 *as part of the formal meeting minutes of the*
11 *January 26, 2023 Regular Meeting of the Board of*
12 *Trustees. So moved.*

13 TRUSTEE PHILLIPS: Second.

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE CLARKE: Aye.

16 TRUSTEE ROBINS: Aye.

17 TRUSTEE MARTILOTTA: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 MAYOR HUBBARD: Aye.

20 Opposed?

21 (No Response)

22 MAYOR HUBBARD: Motion carried.

23 TRUSTEE PHILLIPS: *RESOLUTION #01-2023-9,*
24 *RESOLUTION authorizing Interim Treasurer Gaffga to*
25 *perform attached Budget Amendment #5148 to*

1 *appropriate reserves to fund the purchase of three*
2 *(3) UV Board Kits and supporting supplies for the*
3 *Wastewater Treatment Plant, and directing that*
4 *Budget Amendment #5148 be included as part of the*
5 *formal meeting minutes as of January 26th, 2023*
6 *Regular Meeting of the Board of Trustees. So moved.*

7 TRUSTEE CLARKE: Second.

8 MAYOR HUBBARD: All in favor?

9 TRUSTEE CLARKE: Aye.

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 CLARKE: *RESOLUTION #01-2023-10,*
18 *Scheduling a public hearing for the 2023-2024*
19 *Village Tentative Budget at 6 p.m. on April 13th,*
20 *2023 at the Old Schoolhouse, Front and First*
21 *Streets, Greenport, New York 11944; and directing*
22 *Clerk Pirillo to notice the budget hearing*
23 *accordingly. So moved.*

24 TRUSTEE ROBINS: Second.

25 MAYOR HUBBARD: All in favor?

1 TRUSTEE CLARKE: Aye.

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 ROBINS: *RESOLUTION #01-2023-11,*
10 *RESOLUTION authorizing the Village of Greenport to*
11 *add the outstanding water and sewer balances in*
12 *arrears to the Village of Greenport 2023 tax bills*
13 *for the respective properties, per calculations to*
14 *be completed on -- completed by, on or before*
15 *April 30th, 2023. So moved.*

16 TRUSTEE MARTILOTTA: Second.

17 MAYOR HUBBARD: All in favor?

18 TRUSTEE CLARKE: Aye.

19 TRUSTEE ROBINS: Aye.

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 MAYOR HUBBARD: Aye.

23 Opposed?

24 (No Response)

25 MAYOR HUBBARD: Motion carried.

1 TRUSTEE MARTILOTTA: I lost my place. Number 12?

2 TRUSTEE PHILLIPS: Yes.

3 MAYOR HUBBARD: Yes.

4 TRUSTEE MARTILOTTA: *RESOLUTION #01-2023-12,*
5 *RESOLUTION amending attached Resolution #12-2022-10*
6 *to revise the Account Number of the Light*
7 *Investment Savings line item to read: E.0201.110.*

8 So moved.

9 TRUSTEE PHILLIPS: Second.

10 MAYOR HUBBARD: All in favor?

11 TRUSTEE CLARKE: Aye.

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 PHILLIPS: *RESOLUTION #01-2023-13,*
20 *RESOLUTION approving the Public Assembly Permit*
21 *Application submitted by Rena Casey Wilhelm on*
22 *behalf of the Greenport Skate Park for the use of*
23 *the Greenport Skate Park from 6 p.m. through 9 p.m.*
24 *on October 6th, 2023 and from noon through 8 p.m.*
25 *on October 7th, 2023 for a Sound and Skate Festival*

1 *and further approving a waiver of the requisite \$50*
2 *permit fee. So moved.*

3 TRUSTEE CLARKE: Second.

4 MAYOR HUBBARD: All in favor?

5 TRUSTEE CLARKE: Aye.

6 TRUSTEE ROBINS: Aye.

7 TRUSTEE MARTILOTTA: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 MAYOR HUBBARD: Aye.

10 Opposed?

11 (No Response)

12 MAYOR HUBBARD: Motion carried.

13 TRUSTEE CLARKE: *RESOLUTION #01-2023-14,*
14 *Approving the Public Assembly Permit Application*
15 *submitted by Robert Vitelli on behalf of the New*
16 *York LGBT Network for the use of specified Village*
17 *streets and Mitchell Park from 12 noon through 5 p.m.*
18 *on June 24th, 2023 for a Pride Parade. So moved.*

19 TRUSTEE ROBINS: Second.

20 MAYOR HUBBARD: All in favor?

21 TRUSTEE CLARKE: Aye.

22 TRUSTEE ROBINS: Aye.

23 TRUSTEE MARTILOTTA: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 MAYOR HUBBARD: Aye.

1 Opposed?

2 (No Response)

3 MAYOR HUBBARD: Motion carried.

4 TRUSTEE ROBINS: *RESOLUTION #01-2023-15,*
5 *RESOLUTION acknowledging the retirement of Office*
6 *Assistant Deborah McLoughlin effective January 6,*
7 *2023 and authorizing Deborah McLoughlin to work*
8 *per-diem, part-time as required, at an hourly wage*
9 *rate of \$27.20 per hour. So moved.*

10 TRUSTEE MARTILOTTA: Second.

11 MAYOR HUBBARD: All in favor?

12 TRUSTEE CLARKE: Aye.

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 MARTILOTTA: *RESOLUTION #01-2023-16,*
21 *RESOLUTION ratifying the hiring of Rileigh Frend as*
22 *a part-time Skate Guard/Carousel employee at an*
23 *hourly rate of \$15.00 per hour effective*
24 *January 18th, 2023. So moved.*

25 TRUSTEE PHILLIPS: Second.

1 MAYOR HUBBARD: All in favor?

2 TRUSTEE CLARKE: Aye.

3 TRUSTEE ROBINS: Aye.

4 TRUSTEE MARTILOTTA: Aye.

5 TRUSTEE PHILLIPS: Aye.

6 MAYOR HUBBARD: Aye.

7 Opposed?

8 (No Response)

9 MAYOR HUBBARD: Motion carried.

10 TRUSTEE PHILLIPS: *RESOLUTION #01-2023-17,*
11 *RESOLUTION approving an increase in the hourly wage*
12 *rate of part-time Parks Department employee Everett*
13 *Nichols from \$16.00 per hour to \$17.00 per hour,*
14 *effective February 1st, 2023. So moved.*

15 TRUSTEE CLARKE: Second.

16 MAYOR HUBBARD: All in favor?

17 TRUSTEE CLARKE: Aye.

18 TRUSTEE ROBINS: Aye.

19 TRUSTEE MARTILOTTA: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 MAYOR HUBBARD: Aye.

22 Opposed?

23 (No Response)

24 MAYOR HUBBARD: Motion carried.

25 TRUSTEE CLARKE: *RESOLUTION #01-2023-18,*

1 *Approving an increase in the hourly wage rate of*
2 *part-time Meter Reader Robert Walden, Jr. from*
3 *\$15.00 per hour to \$17.00 per hour, effective*
4 *February 1, 2023. So moved.*

5 TRUSTEE ROBINS: Second.

6 MAYOR HUBBARD: All in favor?

7 TRUSTEE CLARKE: Aye.

8 TRUSTEE MARTILOTTA: Aye.

9 TRUSTEE PHILLIPS: Aye.

10 TRUSTEE ROBINS: Aye.

11 MAYOR HUBBARD: Aye.

12 Opposed?

13 (No Response)

14 MAYOR HUBBARD: Motion carried.

15 TRUSTEE ROBINS: *RESOLUTION #01-2023-19,*
16 *RESOLUTION accepting the proposal submitted by H2M,*
17 *dated December 19th, 2022 to prepare the Annual*
18 *Water Supply Statement/Consumer Confidence Report,*
19 *including the results of the New York State*
20 *Department of Health's Source Water Assessment*
21 *Program and the supplemental data package; and to*
22 *submit the Annual Supply Statement and Supplemental*
23 *Data Package to the Suffolk County Department of*
24 *Health Services, New York State Health Department*
25 *and the New York State Department of Environmental*

1 *Conservation, at a total cost of \$2,500; to be*
2 *expensed from Account F.8310.413 (Special*
3 *Services). So moved.*

4 TRUSTEE MARTILOTTA: Second.

5 MAYOR HUBBARD: All in favor?

6 TRUSTEE CLARKE: Aye.

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 #01-2023-20,*
15 *RESOLUTION accepting the attached proposal*
16 *submitted by Susan Stohr for the development and*
17 *implementation of legislative and communications*
18 *strategies to support the Village of Greenport in*
19 *efforts to: Continue the provision of grant*
20 *administration services related to the microgrid*
21 *storm hardening grant-funded project currently in*
22 *progress, the Village of Greenport North Ferry*
23 *Terminal reconstruction project, and to secure*
24 *State and Federal appropriations funding including*
25 *IIJA and IRA funding grants and external funding,*

1 *with a maximum cost of \$20,250; with the Agreement*
2 *term date to end on December 31st, 2023. So moved.*

3 TRUSTEE PHILLIPS: Second.

4 MAYOR HUBBARD: All in favor?

5 TRUSTEE CLARKE: Aye.

6 TRUSTEE ROBINS: Aye.

7 TRUSTEE MARTILOTTA: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 MAYOR HUBBARD: Aye.

10 Opposed?

11 (No Response)

12 MAYOR HUBBARD: Motion carried.

13 TRUSTEE PHILLIPS: *RESOLUTION #01-2023-21,*
14 *RESOLUTION accepting the proposal submitted by New*
15 *Gen Strategies and Solutions for the undertaking*
16 *and completion of a utilities rate study per the*
17 *bid opening on October 13th, 2022 and authorizing*
18 *Mayor Hubbard to sign the contract between the*
19 *Village of Greenport and New Gen Strategies and*
20 *Solutions. So moved.*

21 TRUSTEE CLARKE: Second.

22 MAYOR HUBBARD: All in favor?

23 TRUSTEE CLARK: Aye.

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 CLARKE: *RESOLUTION #01-2023-22,*
7 *Accepting the attached Service Agreement submitted*
8 *by Garratt-Callahan Company for the provision of a*
9 *water treatment chemical program and service*
10 *therefor, and authorizing Mayor Hubbard to sign the*
11 *Service Agreement with Garratt-Callahan Company.*
12 So moved.

13 TRUSTEE ROBINS: Second.

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE CLARK: Aye.

16 TRUSTEE ROBINS: Aye.

17 TRUSTEE MARTILOTTA: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 MAYOR HUBBARD: Aye.

20 Opposed?

21 (No Response)

22 MAYOR HUBBARD: Motion carried.

23 TRUSTEE ROBINS: *RESOLUTION #01-2023-23,*
24 *RESOLUTION setting the 2023 Village of Greenport*
25 *property tax lien sale for 10:00 a.m. on*

1 *March 14th, 2023 at Greenport Village Hall,*
2 *236 Third Street, New York, 11944; and directing*
3 *Clerk Pirillo to notice the property tax lien sale*
4 *accordingly. So moved.*

5 TRUSTEE MARTILOTTA: Second.

6 MAYOR HUBBARD: All in favor?

7 TRUSTEE CLARKE: Aye.

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 MARTILOTTA: *RESOLUTION #01-2023-24,*
16 *RESOLUTION authorizing the solicitation of a*
17 *Request for Quotations for the purchase of*
18 *Engineered Wood Fiber as a substratum for the*
19 *playground equipment to be procured via CDBG/HUD*
20 *funding for the Fifth Street Park, and directing*
21 *Clerk Pirillo to notice the Request for Quotations*
22 *accordingly. So moved.*

23 TRUSTEE PHILLIPS: Second.

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE CLARKE: Aye.

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 PHILLIPS: *RESOLUTION #01-2023-25,*
9 *RESOLUTION authorizing the solicitation of a*
10 *Request for Quotations for the purchase of*
11 *pad-mounted and pole-top transformers in various*
12 *quantities, and of various sizes and voltages, for*
13 *further (sic) (future) electrical projects and*
14 *inventory purposes, with those quantities, sizes*
15 *and voltages to be determined by the Village*
16 *Administrator following a studied review, and*
17 *directing Clerk Pirillo to notice the Request for*
18 *Quotations accordingly. So moved.*

19 TRUSTEE CLARKE: Second.

20 MAYOR HUBBARD: All in favor?

21 TRUSTEE CLARK: Aye.

22 TRUSTEE ROBINS: Aye.

23 TRUSTEE MARTILOTTA: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 MAYOR HUBBARD: Aye.

1 Opposed?

2 (No Response)

3 MAYOR HUBBARD: Motion carried.

4 TRUSTEE CLARKE: *RESOLUTION #01-2023-26,*
5 *Rejecting all bids received for the repair, or*
6 *removal and replacement, of roofs at specified*
7 *Village of Greenport locations, per the bid opening*
8 *on December 22nd, 2022 and authorizing Clerk Pirillo*
9 *to re-notice the solicitation of bids for the*
10 *repair, or removal and replacement, of roofs at*
11 *specified Village locations. So moved.*

12 TRUSTEE ROBINS: Second.

13 MAYOR HUBBARD: All in favor?

14 TRUSTEE CLARK: Aye.

15 TRUSTEE ROBINS: Aye.

16 TRUSTEE MARTILOTTA: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 MAYOR HUBBARD: Aye.

19 Opposed?

20 (No Response)

21 MAYOR HUBBARD: Motion carried.

22 TRUSTEE ROBINS: *RESOLUTION #01-2023-27,*
23 *RESOLUTION approving the issuance of a Request for*
24 *Proposals for the management of McCann Campground*
25 *for the 2023 season, and directing Clerk Pirillo to*

1 *notice the Request for Proposals accordingly.*

2 So moved.

3 TRUSTEE MARTILOTTA: Second.

4 MAYOR HUBBARD: All in favor?

5 TRUSTEE CLARKE: Aye.

6 TRUSTEE ROBINS: Aye.

7 TRUSTEE MARTILOTTA: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 MAYOR HUBBARD: Aye.

10 Opposed?

11 (No Response)

12 MAYOR HUBBARD: Motion carried.

13 TRUSTEE PHILLIPS: Mayor, I'm going to excuse
14 myself on the next two resolutions, because it's
15 a -- although it's been determined it's not a
16 conflict, I'm taking the high road and excusing
17 myself, okay?

18 MAYOR HUBBARD: Okay.

19 TRUSTEE MARTILOTTA: All right.

20 *RESOLUTION #01-2023-28, RESOLUTION approving*
21 *the assignment and assumption of the license*
22 *between the Village of Greenport and DB Fishing*
23 *Corp for the berthing and operation of the vessel*
24 *known as "Peconic Star III" to Rachel Johnson and*
25 *Todd Johnson of Johnson Fishing Company, predicated*

1 *upon the approval of the license agreement (sic)*
2 *(assignment) by the Metropolitan Transit Authority*
3 *and the assumption of obligations of that license*
4 *by the assignees Rachel Johnson and Todd Johnson.*

5 So moved.

6 TRUSTEE CLARKE: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE CLARK: Aye.

9 TRUSTEE ROBINS: Aye.

10 TRUSTEE MARTILOTTA: Aye.

11 MAYOR HUBBARD: Aye.

12 Opposed?

13 (No Response)

14 MAYOR HUBBARD: Motion carried.

15 TRUSTEE CLARKE: *RESOLUTION #01-2023-29,*
16 *Approving the assignment and assumption of the*
17 *license between the Village of Greenport and*
18 *Peconic Star Asset Corp for berthing and operation*
19 *of the vessel known as "Peconic Star Express or*
20 *Peconic Star IV" to Rachel Johnson and Todd Johnson*
21 *of Johnson Fishing Company, predicated upon*
22 *approval of the license assignment by the*
23 *Metropolitan Transit Authority and the assumption*
24 *for the obligations of that license by the*
25 *assignees Rachel Johnson and Todd Johnson.*

1 So moved.

2 TRUSTEE ROBINS: Second.

3 MAYOR HUBBARD: All in favor?

4 TRUSTEE CLARKE: Aye.

5 TRUSTEE ROBINS: Aye.

6 TRUSTEE MARTILOTTA: Aye.

7 MAYOR HUBBARD: Aye.

8 Opposed?

9 (No Response)

10 MAYOR HUBBARD: Motion carried.

11 TRUSTEE ROBINS: *RESOLUTION #01-2023-30,*
12 *RESOLUTION scheduling a public hearing of the Board*
13 *of Trustees for 7:00 p.m. on February 23rd, 2023 at*
14 *the Third Street Fire Station, Third and South*
15 *Street, Greenport, New York, 11944 regarding the*
16 *application of Sofia and Michael Antoniadis and*
17 *On Front Street -- and On Front Street LLC,*
18 *regarding the property 308 Front Street, Greenport,*
19 *New York, for a hardship exemption from the*
20 *provisions of the moratorium adopted by the Board*
21 *of Trustees to allow for the applicants/owners to*
22 *apply to the Planning Board for approval to alter*
23 *the interior of the property to create separate*
24 *yoga, pilates, and private treatment rooms,*
25 *bathrooms, office spaces, and possible storage*

1 TRUSTEE PHILLIPS: Aye.

2 MAYOR HUBBARD: Aye.

3 Opposed?

4 (No Response)

5 MAYOR HUBBARD: Motion carried.

6 Just question for the Village Attorney. Did
7 you need an executive session, or you just gave it?

8 ATTORNEY PROKOP: I'm sorry, just for a
9 minute, please, a brief period. It's to discuss a
10 matter that I have to provide legal advice to the
11 Village Board on.

12 MAYOR HUBBARD: Okay. Thanks to everybody
13 for coming.

14 And I'll offer a motion to adjourn to
15 executive session for consult with Legal Counsel at
16 8 o'clock. So moved.

17 TRUSTEE MARTILOTTA: Second.

18 TRUSTEE PHILLIPS: Second.

19 MAYOR HUBBARD: All in favor?

20 TRUSTEE CLARK: Aye.

21 TRUSTEE ROBINS: Aye.

22 TRUSTEE MARTILOTTA: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 MAYOR HUBBARD: Aye.

25 Opposed?

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(No Response)

MAYOR HUBBARD: Motion carried.

Thank you all for coming.

(The Meeting was Adjourned to Executive
Session at 8 p.m.)

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2023	Period: 1	Trans Type: B2 - Amend	Status: Batch
Trans No: 5146	Trans Date: 01/11/2023	User Ref: STEPHEN	
Requested: P. PALLAS	Approved:	Created by: STEPHEN	01/11/2023
Description: TO APPROPRIATE RESERVES TO FUND THE PURCHASE OF 4 CYLINDER HEADS FOR THE VILLAGE POWER PLANT PER VBR #11-2022-11			Account # Order: No
			Print Parent Account: No

Account No.	Account Description	Amount
E.5990	APPROPRIATED FUND BALANCE	88,000.00
E.0345	MISC POWER PLANT EQUIPMENT	88,000.00
Total Amount:		176,000.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2023 Period: 1 Trans Type: B2 - Amend Status: Batch
Trans No: 5147 Trans Date: 01/12/2023 User Ref: STEPHEN
Requested: A. HUBBARD Approved: Created by: STEPHEN 01/12/2023
Description: TO APPROPRIATE SEWER FUND RESERVES TO FUND THE REPAIR OF THE WASTEWATER TREATMENT PLANT FLYGT MIXER Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	3,652.00
G.8120.202	MAJOR SEWER MAIN REPAIR..	3,652.00
Total Amount:		<u>7,304.00</u>



VILLAGE OF GREENPORT
BOARD OF TRUSTEES
REGULAR MEETING
THURSDAY, DECEMBER 22, 2022 AT 7:00 PM
RESOLUTION OF THE BOARD OF TRUSTEES

At the Village of Greenport Board of Trustees Regular Meeting held on Thursday, December 22, 2022; the Board adopted a

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

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Mary Bess Phillips, Trustee

SECONDER: Julia Robins, Trustee

AYES: Jack Martilotta, Mary Bess Phillips, Julia Robins, George W. Hubbard Jr.

EXCUSED: Peter Clarke

STATE OF NEW YORK
COUNTY OF SUFFOLK ss:

THIS IS TO CERTIFY THAT I, Sylvia Pirillo, Village Clerk of the Village of Greenport of the County of Suffolk, have compared the foregoing copy of the resolution now on file in this office, which was adopted by the Village of Greenport Board of Trustees on December 22, 2022 and that the same is a true and correct transcript of said resolution of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Village of Greenport of the County of Suffolk.

Dated: December 22, 2022

Sylvia Lazzari Pirillo, RMC
Village Clerk

VILLAGE OF GREENPORT PROPOSED 2023 SCOPE OF WORK

PRESENTED BY SUSAN STOHR, SJS ASSOCIATES

This proposal provides for the continuation of policy, logistical and administrative support for the Village Administrator regarding the identification, development and implementation of strategies to secure state and federal appropriations and grants funding to support the Village of Greenport (Village) project development, operational and policy objectives.

Greenport Municipal Utility Microgrid Project

- Continuing support for the Village Administrator in ongoing discussions with the Program Manager, Microgrids and other staff of the Governor's Office of Storm Recovery (GOSR) ("Resilient Homes and Communities") regarding Project development, schedule, the completion of federal forms and other requirements necessary to comply with federal requirements and advance the federal grant funding.
- Participation in bi-weekly conference calls with GOSR staff and the Village Administrator regarding Project status, developments.
- Participation, as necessary, in meetings with GOSR staff regarding the Project.
- Support, if necessary, to secure additional federal funding and/or support timeline extension for HTFC funding guidelines.
- Communication, if necessary, with Congressional members and staff to support Project federal grant funding efforts and/or secure additional grants funding for the Project.

Twin Forks Passenger Ferry Terminal Reconstruction Project

- Continuing support for the Village Administrator in ongoing discussions with the New York State Department of Transportation (NYS DOT) and the US Department of Transportation Federal Highway Administration (FHWA) regarding Project development, schedule, the completion of state and federal forms and other requirements necessary to comply with federal requirements and advance the federal grant funding.
- As necessary, participation in meetings and conference calls with NYSDOT, FHWA and other staff and the Village Administrator regarding Project status, developments.
- Support, if necessary, to secure additional federal funding and/or support timeline extension for federal DOT and NYS DOT funding guidelines.
- Continuation of efforts with NYS Congressional offices (Congressman LaLota, Sens. Schumer and Gillibrand) to confirm, commit NYS Department of Transportation (NYS DOT) repurposed funds for the redesign of the North Ferry Terminal Facility.
- Communication, as necessary, with Congressional members and staff to support Project federal grant funding efforts and/or secure additional grants funding for the Project.

Legislative

- Work with the relevant Congressional Members and staff in the DC and regional offices (including Sens. Schumer, Gillibrand and Congressman LaLota) and Members and staff in the NYS Legislative offices (including Sen. Palumbo and Assembly Member Giglio) to identify existing and emerging federal and state funds, including, but not limited to, the "Infrastructure Investment and Jobs Act" (IIJA), and "Inflation Reduction Act" (IRA) funds and state funds made available through the implementation of the "Climate Leadership and Community Protection Act" (CLCPA) to support the Village projects, programs, and objectives, including, but not limited to the Mitchell Park Bulkhead Replacement Project and the proposed Sewer Main Extension for the Sandy Beach and Safe Harbor Facilities.
- Continuation of efforts with NYS Congressional offices (Congressman LaLota, Sens. Schumer and Gillibrand if necessary) to secure NYS Department of Transportation (NYS DOT) repurposed funds for the redesign of the North Ferry Terminal Facility.
- As appropriate, development/implementation of strategies to advance and support the Village's project and operational funding priorities that may be potentially impacted by existing and emerging Congressional and New York State legislation.
- Work to identify additional (non-appropriations) federal and external funding sources (i.e. grants funding opportunities) that may be applicable funding sources for the Village.

SCHEDULE OF FEES

I propose a continuation of the existing contract through December 31, 2023 that provides for not more than 150 hours of consulting services at a fee of \$135 per hour for the term of the twelve-month contract.

In addition to the professional fee, I would be reimbursed for agreed upon, reasonable and necessary out-of-pocket expenses incurred in connection with my work with the Village.



H2M Standard Terms & Conditions

Client	Inc. Village of Greenport
Site	236 Third Street, Greenport, New York 11944
Services	Preparation of 2022 Annual Water Quality Report

Client's Rep.	Paul Pallas, P.E.
Phone/E-Mail	pjpallas@greenportvillage.org

H2M's Rep.	John R. Collins, P.E.
Phone/E-Mail	jcollins@h2m.com

1. Applicability of Terms and Conditions.

1.1. Applicable to Scope of Services. The scope of services, pricing and schedules included with H2M's proposal are contingent upon the Client accepting the terms and conditions ("Standard T&C") herein. Any changes hereto which affect H2M's rights, obligations, or risk exposure shall entitle H2M to make appropriate adjustments to its pricing and proposal.

1.2. Applicable to Preliminary Services. These Standard T&C shall also apply to any services H2M performs prior to the Parties executing a written Contract. In such circumstances, Client's direction to H2M to render services shall constitute acceptance of these Standard T&C.

2. Authority of Signers and Parties.

2.1. Authority to Contract. The individuals signing the Contract each warrant that s/he is empowered to sign on behalf of and bind the indicated Party to these Standard T&C and all other components of the Contract.

2.2. Authority for Project. Client warrants that it has any authority and permission required from Owner to engage H2M in the Services concerning the Site, and to grant H2M physical access to the Site as needed to perform the Services.

3. Contractual Obligations

3.1. Designated Representative. Each Party shall designate a "Representative" in writing above. Each Representative shall have the authority to transmit and receive instructions and other information, and to render interpretations and decisions concerning the Project and Contract on behalf of the Party s/he represents. Each Party is entitled to rely on communications from the other Party's Representative as authoritative. Each Representative shall issue decisions, interpretations and communications promptly as to avoid unreasonable delays in delivery of the Services.

3.2. Commencement. H2M is not obligated to commence or continue rendering any Services until both Parties have signed the Contract and Client has paid any required Fee advance specified in the proposal.

3.3. Performance Standards. Each Party shall exercise its rights and perform its obligations in a reasonable and non-negligent manner. H2M shall perform its Services within the Standard of Professional Care. Client shall pay compensation for all Services so rendered. H2M makes nor implies any other warranties or guarantees, herein or otherwise, concerning the Services or the outcome of the Project.

3.4. "Standard of Professional Care" means the standard of care and skill recognized by law to apply to licensed professionals practicing the same profession, under the same circumstances, at the same time and location, as the Services rendered by H2M. Nothing in any part of the Contract is intended, nor shall anything be so interpreted as, to elevate the Standard of Professional Care beyond the definition included here.

3.5. Document Ownership. All information (including but not limited to drawings and specifications) developed by H2M are instruments of service only, and not products produced for sale nor works made for hire.

H2M reserves all of its copyright, ownership and other rights with respect to such information. Client shall not modify and shall not apply such information outside of the Project or for any purposes other than that for which it was created. Client shall defend and indemnify H2M against any claims, liabilities and costs associated with such unauthorized treatment of the information. Client may reuse the information for authorized purposes only with advance written consent from H2M that details the scope of, additional compensation for, and appropriate protections associated with such reuse.

3.6. Site Access. Client guarantees full and free H2M access to the Site and shall cooperate with H2M in gaining access to any other real property required for the performance of the Services.

3.7. Preliminary Information. Client shall provide to H2M in writing any pertinent information it possesses that might affect the Project requirements (including but not limited to design objectives and constraints, budgetary limitations, surveys, related reports and studies, environmental, geotechnical, and soil data, preliminary designs, etc.). H2M is entitled to rely on the accuracy of all information that the Client provides. H2M shall not be required to verify any such information, unless such task and information is specifically listed in the Scope of Services.

3.8. Hazardous Materials. Client warrants that to the best of its knowledge there are no constituents of concern on or adjacent to the Site, other than those previously disclosed in writing to H2M. Nothing in this Contract shall be interpreted to give H2M responsibility for the current existence or introduction (including by, but not limited to, dispersal, discharge, escape, release, or saturation, either sudden or gradual) to the Site of any hazardous materials (including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases) by anyone other than H2M. Client shall therefore hold H2M harmless as to all such matters.

3.9. Claims Assistance. H2M shall be entitled to hourly compensation as Additional Services for all time spent analyzing, preparing, testifying, and otherwise assisting Client to pursue or defend claims and disputes to which H2M is not a named plaintiff or defendant.

4. Payment Terms

4.1. Fees. The "Fees" are the component of compensation to be paid by Client to H2M for its effort in providing the Services. The Fees pertaining to this Contract, are set forth in the proposal, and any Amendments to the Contract. Additional services, when required will be invoiced at hourly rates of compensation or a negotiated lump sum, plus reimbursable expenses.

4.2. Reimbursable Expenses. The "Expenses" are the costs H2M incurs in rendering the Services which are to be reimbursed by Client. Expenses authorized by this Contract include but are not limited to:

4.2.1. Transportation, lodging and subsistence incidental to the project, courier charges, reproduction, renderings or models, specialty field equipment and fees paid for securing approval of authorities having jurisdiction over the project;

4.2.2. Sub-contractor expenses, plus a ten (10) percent mark-up to compensate H2M for its handling and administration costs;

4.2.2. Any other expenses set forth in the proposal.

4.3. Taxes. The amount of any sales, excise, value added, gross receipts or any other type of tax that may be imposed by any taxing entity or authority shall be paid by Client in addition to the Fees and Expenses.

4.4. Invoices. H2M shall provide invoices to Client for all Fees and Expenses due under this Contract. Payment of invoices shall not be contingent upon the action of any third party. Client shall pay each invoice within thirty (30) days of the invoice date.

4.5. Interest on Past Due Amounts. Invoices, Fees, and Expenses will be past due as of the thirty first (31st) day following the date of the invoice. All past due amounts shall accrue interest at the maximum rate permissible by law until the date upon which they are finally paid.

4.6. Required Fee Advance. As security against the risks and costs of mobilizing to commence performing the Services, H2M may require a Fee advance. Any such Fee advance will be specified in the proposal. The fee advance will be deposited upon receipt and booked as an outstanding credit against accounts receivable from the Client. The Fee advance will be applied to Client's final invoice.

5. Project Risk Management

5.1. Mutual Waiver. Except as otherwise specifically provided for in these T&C, neither Party shall hold the other responsible for any consequential damages, nor any damages other than direct damages.

5.2. Mutual Indemnification. Subject to the applicable concepts of contributory and comparative fault, and in addition to any other compensation provided by law or this Contract, each Party shall indemnify the other Party's "Indemnitees" (the Party, its owners, directors, officers, employees and volunteers) against third-party claims and liabilities (including the reasonable costs of defending such claims) for death, bodily-injury, and property damage, but only to the extent such have been caused by the negligence of the indemnifying Party (including its owners, directors, officers, employees, volunteers, and those contractors for whom it is legally responsible), and not to the extent such are caused by any other means (including but not limited to the negligence of the Indemnitees themselves).

5.3. Insurance Coverage. H2M shall maintain the following insurance coverage while performing the Services. Upon request, H2M will provide a Certificate of Insurance to Client as Certificate Holder reflecting such coverage.

5.3.1. Workers' Compensation and Disability coverages with limits at least in the amount required by law.

5.3.2. Employers' Liability coverage with policy limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.

5.3.3. Automobile Liability coverage for H2M owned and non-owned vehicles utilized in performance of its Contract obligations, meeting statutorily required coverage, and with policy limits not less than one million dollars (\$1,000,000) each accident for bodily injury, death of any person and property damage.

5.3.4. Commercial General Liability coverage with policy limits of not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

5.3.5. Professional Liability coverage for negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

5.3.6. Pollution Liability coverage with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate, whenever such would apply to H2M's Services.

5.4. Additional Insured Coverage. Client shall be covered as Additional Insured under the terms of H2M's Commercial General Liability policy.

5.5. LIMITATION OF H2M LIABILITY. H2M's AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM AND/OR RELATED TO THIS CONTRACT, THE SERVICES, THE PROJECT, AND/OR THE SITE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT OF FEES PAID UNDER THIS CONTRACT OR FIFTY THOUSAND DOLLARS (\$50,000.00).

6. Dispute Resolution

6.1. Notice of Claim or Dispute. An aggrieved Party shall give the other Party written notice of any claim or dispute arising from the Project, the Services, or this Contract. The Parties shall endeavor in good faith to resolve such matters fairly and amicably through negotiation. If the matter has not been resolved by negotiation within thirty (30) days of receipt of such written notice, either Party may demand mediation of the matter.

6.2. Mediation. Unless the Parties agree to other rules, any mediation shall be conducted under the auspices of the American Arbitration Association (AAA), pursuant to its Construction industry mediation rules. Each Party shall bear its own mediation costs (except as specified in the rules, and except that the AAA fees, mediator fees, and if agreed the venue fees, shall all be borne equally by the Parties). Except as otherwise specifically permitted herein, a prospective plaintiff Party may not file an action before giving the other Party ten (10) day's written notice and opportunity to demand mediation. Such notice, and a good faith effort in any mediation timely demanded, shall be a condition precedent to the prospective plaintiff Party commencing litigation.

6.3. Waiver of Jury Trial. The Parties hereby waive any and all rights to a trial by jury in any litigation pertaining to the Services or this Contract.

6.4. Certificate of Merit. As a condition precedent to filing any pleading containing a cause of action based on professional liability, Client must include a sworn Certificate of Merit from a similarly licensed professional explaining the applicable Standard of Professional Care and alleging the specific acts or omissions by which H2M violated the Standard.

6.5. Suspension of Services. Upon ten (10) days written notice, H2M may suspend delivery of the Services until any past due invoice is paid. Client shall hold H2M harmless for the impact of any such suspension.

6.6. Collection Efforts. Upon ten (10) days additional written notice, H2M may refer any past due invoice to inside or outside counsel for collection. H2M is entitled to reimbursement by Client for the time and cost involved in such collection efforts.

6.7. Liquidated Damages. Since the actual costs that H2M will suffer in such collection efforts is difficult to ascertain, the Parties agree that Client will pay H2M the following amounts as liquidated damages for such costs: two hundred dollars (\$200.00) when H2M refers a past due invoice for collection; plus either an additional six hundred dollars (\$600.00) when a collection action is filed in small claims court, or an additional two thousand dollars (\$2,000.00) when a collection action is filed in any other court. These liquidated damages are H2M's only remedy to recover such costs of collection.

6.8. Payment Disputes. H2M's collection efforts are not subject to the mediation requirements set forth above. In disputing any invoice, Client shall adhere to the Mediation and Certificate of Merit requirements set forth above.

6.9. Project Suspension. Upon seven (7) days' written notice to H2M, Client may suspend the Project for any reason. If the aggregate number of Project suspension days exceeds sixty (60) days, such will constitute cause for termination.

6.10. Termination. Either Party may terminate this Contract for cause if the other Party substantially fails to perform its obligations or otherwise breaches a material term of this Contract. Such termination will only be effective upon seven (7) days' written notice and opportunity to cure. This Contract may also be terminated by the Client without cause by providing H2M thirty (30) days written notice. If this Contract is terminated H2M shall be entitled to invoice and to be paid for any Services performed prior to the termination. Notwithstanding any other provisions of the Contract, if H2M terminates this Contract for cause, in addition to any direct damages for breach of contract, it shall be entitled to recover from Client any expenses demonstrably attributable to termination

7. Definitions (*additional definitions indicated by quotes in context*).

7.1. "Client" means the person/entity for which H2M is obliged to perform the Scope of Services set forth in the Contract (and/or for which H2M performs services described in 1.2. above). Client and H2M are each individually a "Party" and are collectively the "Parties" to the Contract.

7.2. "H2M" means the entity appropriately authorized to offer and render the services contained in the proposal and Contract. Specifically H2M Associates, Inc.; H2M Architects & Engineers, Inc.; or H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C. (d/b/a H2M architects + engineers), as appropriate. No proposal is intended as, and none should be interpreted to be, an offer to provide any services in any location where H2M is not authorized to provide such services.

7.3. "Contract" means the written agreement by which H2M is obligated to perform services for the Client, and includes all components specified in the proposal or otherwise incorporated by written reference.

7.4. "Services" means those services H2M is required by the Contract to perform for the Client, as such are reflected in the agreed "Scope of Services" set forth in the proposal and any amendments thereto agreed by the Parties in writing.

7.5. "Project" means the Client's overall endeavor at the Site, of which H2M's Scope of Services is a component.

7.6. "Site" means the real property to which the Project pertains, or where components of the Project are being built or disposed.

7.7. "Owner" means the owner(s) of the Site, whether or not such owner is also the Client.

7.8. "Contractor" means any person or entity (including the employees and subcontractors at every level thereof), other than H2M (including H2M's own employees and subconsultants), that provides materials and/or services for the Client relating to the Project or the Site. Any licensed professional or firm engaged by a Contractor, or by the Client directly (rather than as a subconsultant to H2M) is also a Contractor.

7.9. "Contractor Activity" means every activity performed by a Contractor that is in any way related to furthering the Project or otherwise performed on the Site, regardless of whether such activity is required by contract. Contractor Activity also includes a Contractor's failure to perform any activity required by law or contract.

8. General Terms

8.1. Headings. Paragraph numbering and headings are for navigational purposes only and shall be given no weight in construing the terms and conditions of this Contract.

8.2. Integration. This Contract, the components of which are specified in the proposal, represents the entire and integrated agreement between Client and H2M. This Contract supersedes all prior representations,

negotiations, and agreements, written or otherwise. In the event of any conflict between other Contract terms and these T&C, these T&C shall govern, unless the conflicting term specifically states that it is superior in precedence to these T&C.

8.3. Severability. If any term or condition in this Contract is found to be unenforceable, the enforceable remainder shall be valid and binding upon the Parties. No waiver of any term or condition shall be construed to be a waiver of any subsequent breach.

8.4. Amendment. Any modification or addition to this Contract shall not be enforceable unless agreed upon in writing.

8.5. Delegation. Any delegation of a Party's right or obligation under this Contract shall be void unless made pursuant to advance written consent from the other Party.

8.6. Force Majeure. Neither Party shall be responsible for damages or delay caused by extraordinary events that are beyond its reasonable control and due care (as nonexclusive examples, war, terrorism, and natural disasters).

8.7. Choice of Law. The Standard of Professional Care applicable to the Services shall be supplied by the law of the state in which the Site is located. The remainder of this Contract shall be governed by the laws of the State of New York when the Site is located in New York, or by the laws of the State of New Jersey for all other Projects.

8.8. Choice of Forum. The Parties agree that the courts of New York State shall have jurisdiction over the Parties and their disputes arising under or related to this Contract as it pertains to any Site in New York State, and consent to the jurisdiction of said courts. Any New York litigation arising under or related to this Contract shall be filed in a court located in Nassau County, New York, or any New York county in which H2M maintains a permanent office at the time such litigation is commenced. The Parties agree that the courts of New Jersey shall have jurisdiction over the Parties and their disputes arising under or related to this Contract as it pertains to any Site outside New York State, and consent to the jurisdiction of said courts. Any non-New York litigation arising under or related to this Contract shall be filed in a court located in Morris County, New Jersey, or any New Jersey county in which H2M maintains a permanent office at the time such litigation is commenced.

9. Construction-Related Terms

9.1. Construction and Site Safety. Client represents that it is the Owner of the Site, or has the Owner's permission to control the Site. Nothing in this Contract or otherwise shall be interpreted to give H2M responsibility for safety upon the Site, nor for any means, methods, techniques, sequences, or procedures used, or failed to be used, in any Contractor Activity or other activity on the Project or Site (including, but not limited to shoring, bracing, scaffolding, underpinning, excavating, temporary retaining, erecting, staging, etc.). H2M employees shall comply with Site safety programs, when applicable.

9.2. Contractor's Insurance. Client is responsible for determining and demanding Contractor insurance that sufficiently protects Client. Additionally, to protect H2M, the Client shall cause any Contractor to procure, prior to commencing any Contractor Activity, at least the following insurance coverage, which must remain in force during all such activity and its associated guarantee:

9.2.1. Workers' Compensation and Disability coverages with limits at least in the amount required by law.

9.2.2. Employers' Liability coverage with policy limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.

9.2.3. **Automobile Liability** coverage for Contractor owned and non-owned vehicles utilized in performance of the Contract Activity, meeting statutorily required coverage, and with policy limits not less than one million dollars (\$1,000,000) each accident for bodily injury, death of any person and property damage.

9.2.4. **Commercial General Liability** coverage with policy limits of not less than one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury and property damage, and which includes the following features:

9.2.4.a. **Explosion, Collapse and Underground** coverage, whenever such would apply to the Contractor Activity;

9.2.4.b. **Pollution Liability** coverage, whenever such would apply to the Contractor Activity;

9.2.4.c. **Contractual Liability** coverage sufficient to insure the indemnity required by 7.4. below; and

9.2.4.d. **Additional Insured** coverage for H2M, by endorsement using ISO Form CG 20 32 04 13, specifying each of the entities listed in 3.2. above, as well as all of their directors, officers and employees.

9.2.5. **Professional Liability** coverage, whenever such would apply to the Contractor Activity, for negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

9.3. **Contractor's Indemnity.** Client shall require each of its Contractors to agree, via a written contract executed prior to commencing any Contractor Activity, to defend and indemnify the Client and the "H2M Indemnitees" (including each of the entities listed in 3.2. above, as well as all of their directors, officers, employees, consultants and agents) against all claims, liabilities and costs arising, or alleged to arise, from the negligence of the Contractor (including its owners, directors, employees, contractors and any others for whom the Contractor is legally responsible) in its Contractor Activity or any of its other activities

concerning the Project or Site. This obligation does not apply to such claims, liabilities and costs that are caused by the sole negligence of the H2M Indemnitee itself.

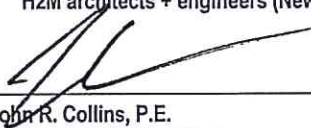
9.4. **Cost Opinions.** Any opinion of cost that H2M prepares is merely an estimate supplied for the Client's general guidance. H2M has no control over variations in market conditions, suppliers' or contractors' bidding strategies, nor the impacts that these and other variables have on the actual cost of labor and materials. Therefore, H2M cannot guarantee the level of accuracy of any such estimates. If greater accuracy is required, the Client shall separately engage an independent cost estimator.

9.5. **Bid Process.** If H2M is to participate in Contractor bid process, Client shall provide H2M with standard bid documents required and advertise for proposals from bidders, open the proposals at the appointed time and place and pay costs incident thereto. The Client shall hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs including application and permit fees incident thereto.

9.6. **Construction Observation Services.** If the Services include H2M providing construction observation services, H2M shall provide such services over a period defined in, and on a frequency defined in the proposal. Regardless of the required frequency, H2M shall observe the Contractors' work only for general conformance with the plans and specifications. Such Services do not include any obligation to review any Contractors' construction means, methods, techniques, sequences or procedures, or any safety precautions and programs in connection with the Project or Site. H2M is not responsible for any Contractors' failure to carry out its work in accordance with the construction contracts. If the construction schedule is extended for any reason (except due to H2M's own negligence) H2M shall be entitled to payment for its extended effort as additional services pursuant to 4.1. above, regardless of whether Client seeks reimbursement from the responsible party.

Accepted and Agreed

Client	Inc. Village of Greenport
Signature	
By: Name	
Title	
Date	

H2M	H2M architects + engineers (New York)
Signature	
By: Name	John R. Collins, P.E.
Title	Vice President
Date	12/19/2022



SERVICE AGREEMENT

Beginning Date: 3/1/2023 End Date: 2/28/2024 Customer Number: 9786052
Bill To: Attn: Doug Jacobs Customer Site: Attn: Doug Jacobs
Village of Greenport, Electric Department Village of Greenport, Electric Department
236 Third Street, Greenport NY 11944 400 Moores Lane, Greenport NY 11944

GARRATT-CALLAHAN COMPANY agrees to provide a water treatment chemical program and service from the effective date as described in the following program summary.

For this program, CLIENT agrees to pay to GARRATT-CALLAHAN COMPANY the sum of:
Ten Thousand Eight Hundred DOLLARS \$ 10,800.00

Payable in 1 MONTHLY, QUARTERLY, ANNUAL (Check One) installment(s) of:
Ten Thousand Eight Hundred DOLLARS \$ 10,800.00

State and local taxes are not included in the dollar amount shown and will be added to each invoice unless a tax exemption certificate is submitted to GARRATT-CALLAHAN COMPANY. Initial: _____ Date: _____

Such invoices are to be paid by CLIENT monthly/ quarterly/ annually. Only monthly/ quarterly/ annual invoices will be submitted to the customer.

Invoices for materials used in conducting the program will be maintained internally by GARRATT-CALLAHAN COMPANY.

When agreed upon by both parties, this contract can be extended _____ additional year(s) at a _____ % increase per year.

GARRATT-CALLAHAN COMPANY will make periodic calls to your facility, during which time we will perform all pertinent analyses for you applicable systems and make recommendations for all necessary parameters in order to make your treatment operation successful. Copies of our reports will be sent to responsible personnel as required.

The contract figure is based upon maintaining all limits according to our specifications and recommendations, and also upon normal load conditions and operations. Any change in the criteria, including expansions, additions, etc., will require renegotiation of terms.

GARRATT-CALLAHAN COMPANY will be responsible only for reasonable diligence and care in providing its program under the agreement. GARRATT-CALLAHAN COMPANY will not be responsible for failure or delay in providing its program due to any act or circumstances beyond its control.

Either party may terminate this agreement when just cause has been identified and delivered in writing, and if the deficient party has not taken corrective action within 90 days of the written notification. Upon termination the remaining chemical inventory (unopened container and within shelf life) and equipment shall be returned to G-C.

By signing, you are indicating that you have read and agreed to our Terms and Conditions of Sale, PO3410.

CLIENT: _____ GARRATT-CALLAHAN COMPANY _____

BY: _____ BY: Peter Cheng
(PRINTED NAME) (PRINTED NAME)

(SIGNATURE/DATE) (SIGNATURE/DATE)

TITLE: _____ TITLE: Senior Territory Manager



Terms and Conditions of Sale

Approval and Acceptance

All orders are subject to approval and acceptance at the Seller's office in Burlingame, California. The quoted prices are subject to acceptance within thirty (30) days of this quotation date, and may change without notice after that time. Orders received within the thirty (30) days period will be invoiced at the quoted figure provided delivery is accepted within six (6) months of G-C's receipt of the order. When delivery is required by the client after the six (6) months period (unless because of G-C's inability to make delivery) prices will be those prevailing at the time of shipment.

Prices and Freight Charges

Unless specifically quoted otherwise, all Garratt-Callahan (G-C) prices are f.o.b. destination, freight prepaid to any point in the Continental United States serviced by commercial truck lines. Alaska, Hawaii and all other destinations outside the continental U.S. will incur additional freight charges.

Note: The following exception applies:

A freight charge of \$100.00 will be added to shipments of chemicals less than or equal to 100 pounds gross weight. This charge does not apply to equipment, test kits or reagents.

As G-C prices include freight (except as noted above) you are not billed freight by the freight line.* In comparing G-C chemical formulation prices with those of companies that ship collect, add in a freight cost to their prices.

*When the customer requires delivery by a Garratt-Callahan truck or special services such as ChemFeed delivery, chemical transfer into another container, lift gate or stake trucks, weekend or holiday delivery, air freight, delivery within a building, etc., the charges will be added to the invoice. These additional charges will be billed separately unless included in a monthly, quarterly, or annual agreement. Where ChemFeed is available for a specific product the service includes chemical transfer into another container and removal of transferred empty drums.

Note: Lift gates will not be used to off-load totes (IBCs) due to the inherent danger of doing so.

International Orders

Buyer must pay the costs and freight charge to import the goods. Freight terms are EX-Works unless approved otherwise by the Burlingame Corporate Office.

Prices and Freight Charges – Maritime Sales

Maritime Sales are F.O.B Port within continental U.S.A. Selling prices are evaluated quarterly in order to determine whether a price change is warranted.



Applicable Taxes

Quoted prices do not include any applicable taxes or other charges levied by the government of the United States, any State, County, or local government body. Such levies, or charges, are to be paid by the Buyer.

Invoice Payment Terms

Terms are net thirty (30) days and prices do not include any applicable sales taxes. Customers with unpaid invoices after ninety (90) days will be subject to being placed on credit hold status until payment verification is made. Orders pending may be released at the discretion of the local Garratt-Callahan office or the Accounting Department Manager.

Warranty and Return

Materials sold are warranted to be free of defects in composition and workmanship. All other warranties, whether expressed or implied, are excluded unless such warranties are expressed in writing and signed by an officer of the G-C Company. Upon inspection and instructions by the Buyer, defective materials may be returned to the Seller. If found to be defective such goods will be replaced or repaired by the Seller. The Seller shall not be liable for breach of warranty for any loss or damage arising from the use of such materials, either direct or consequential. The exclusive remedy against the Seller for breach of warranty shall be that of replacement of defective materials.

Any chemical product provided to the customer becomes the property of the customer once the delivered chemical container, is opened, or if a stored chemical exceeds its' expiration date. Chemical containers used in the management of the customers' water treatment system become the property of the customer. In addition, spill residue or spill cleanup materials of chemicals accidentally or inadvertently released at the customer's facility become the responsibility of the customer. Unopened chemicals within their expiration date may be returned to Garratt-Callahan upon approval, however, shipping will be the responsibility of the customer and there will be a restocking charge.

Note: For return of merchandise ordered in error, or that is not wanted for any reason, there will be a 20% restocking charge for full resalable drums of chemicals and/or resalable equipment items if prepaid to G-C plant; a 25% restocking charge if not prepaid.

Delivery and Losses

G-C will make every effort to provide the quoted materials and services promptly and on a schedule required by the Buyer and/or estimated by G-C. The Seller shall not be liable for losses, either direct or consequential, caused by delays in delivery resulting from labor disputes, shortage of raw materials, fire, flood, riot, insurrection, and acts of God, or any other cause beyond the control of the Seller.

Right to Cure

Buyer shall give G-C written notice specifying any performance deficiencies and allow G-C a meaningful opportunity of no less than ninety (90) days to correct prior to taking actions adverse to G-C.



Insurance

G-C shall be relieved of its obligations with respect to its warranties, performance goals, cost saving or usage goals or any other commitments, in addition to any other remedies it may have, in the event of Buyer's failure: (a) to operate the systems treated with G-C's Goods and all related equipment and processes ("Systems") within control parameters or, if none, within industry customary operating conditions; (b) to maintain the Systems in good operating order and repair; (c) to follow G-C's recommendations or to fulfill its responsibilities for System operation; (d) to communicate to G-C hidden or not obvious system, process, or equipment conditions affecting G-C's Goods or (e) to provide complete and accurate System data. In the event G-C fails to comply with any of Buyer's insurance requirements, whether imposed by contract or otherwise, Buyer's sole remedy shall be termination of purchases from G-C.

Exceptions

All orders are accepted solely on the basis of the above terms and conditions, regardless of contrary conditions set up in Buyer's purchase order, unless exceptions are clearly stated in writing and signed by an officer of Garratt-Callahan Company.

Indemnification

Each Party, by the execution and delivery of this Agreement, expressly indemnifies the other Party with respect to any and all liabilities, costs, including reasonable attorneys' fees, losses, claims, demands or judgments arising from or as a consequence of the actions, inactions or other activities of the indemnifying Party performed, or which the indemnifying Party has failed to perform, under or pursuant to this Agreement. The indemnifying Party, at the sole cost and expense of that indemnifying Party, will assume and will thereafter defend, utilizing legal counsel and other consultants who are specifically approved, in advance, by the Party being indemnified (such approval not to be unreasonably withheld), any lawsuits or other litigation which is instituted or filed against the indemnified Party, or where the indemnified Party is subsequently impleaded or joined, by reason of such actions, inactions or other activities by or on the part of the indemnifying Party.

Assignment

This agreement cannot be assigned by either party without the prior written consent of the other, except to a parent or subsidiary or a subsidiary of its parent, or to a successor by merger, consolidation or purchase of substantially all the assets of at least that portion of the assigning party's business related specifically to this agreement.

Equal Opportunity

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.



U.S. Department of Homeland Security's E-Verify System

By entering into this Contract, Garratt-Callahan certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of all persons employed to perform duties within the United States of America, during the term of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date(s) set forth below.

CUSTOMER

DATE

GARRATT-CALLAHAN COMPANY

DATE