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

Station One Firehouse  
Third and South Streets  
Greenport, New York 11944  
April 27, 2023  
6:00 p.m.

- B E F O R E:
- KEVIN STUESSI - MAYOR
  - MARY BESS PHILLIPS - DEPUTY MAYOR/TRUSTEE
  - PATRICK BRENNAN - TRUSTEE
  - LILY DOUGHERTY-JOHNSON - TRUSTEE
  - JULIA ROBINS - TRUSTEE
  
  - JOSEPH PROKOP - VILLAGE ATTORNEY
  - JEANMARIE ODDON - VILLAGE DEPUTY CLERK
  - STEPHEN GAFFGA - VILLAGE TREASURER

1 (The Meeting was Called to order at 6:00 p.m.)

2 MAYOR STUESSI: I'd like to make a motion to  
3 open the public hearing. May I have a second,  
4 please?

5 TRUSTEE PHILLIPS: Second.

6 MAYOR STUESSI: All in favor?

7 TRUSTEE BRENNAN: Aye.

8 TRUSTEE DOUGHERTY-JOHNSON: Aye.

9 TRUSTEE PHILLIPS: Aye.

10 TRUSTEE ROBINS: Aye.

11 MAYOR STUESSI: Aye.

12 Any opposed?

13 (No Response)

14 MAYOR STUESSI: Motion carries.

15 Please stand for the Pledge of Allegiance.

16 (Pledge of Allegiance)

17 MAYOR STUESSI: Please stay standing for a  
18 moment of public silence for Margaret Lellman,  
19 Dorothy Owen, Fred Rempe, Fireman with Standard  
20 Hose, Aileen Catherine Tyler, and Robert Grattan.

21 (Moment of Silence)

22 MAYOR STUESSI: Please be seated. I want to  
23 make an announcement that a Public Hearing of the  
24 Board of Trustees regarding the proposed Local Law  
25 of 2023 authorizing a Property Tax Levy to be held

1 on April 28th, 2023, at 5:30 p.m., at the Third  
2 Street Fire Station, at Third and South Streets, as  
3 well as a Public Meeting of the Board of Trustees  
4 to be held the same night, Friday, April 28th,  
5 2023, at 5:30 p.m., at the Third Street Fire  
6 Station, Third and South Streets.

7 Additionally, at 7 p.m. this evening, a  
8 public hearing will start regarding the proposed  
9 addition of provisions regarding net metering to  
10 the Village of Greenport electric service tariff,  
11 with any approved changes to be filed with the  
12 New York State Power Authority. This remains open,  
13 and at 7 p.m. we will take a break from this  
14 meeting in order to do it.

15 With that, is there anybody from the public  
16 that would like to address the Board?

17 JOHN SALADINO: Oh, on net metering?

18 HARRY LEWIS: Yeah.

19 MAYOR STUESSI: Not on net metering yet, on  
20 the regular agenda tonight.

21 JOHN SALADINO: On the agenda?

22 MAYOR STUESSI: Correct.

23 HARRY LEWIS: Just in general comment?

24 MAYOR STUESSI: In general as well.

25 HARRY LEWIS: Okay.

1 MAYOR STUESSI: You want to go? Please.

2 HARRY LEWIS: I would like to say something.

3 MAYOR STUESSI: If you could just state your  
4 name and address for the Board. You're fine, you  
5 can stay where you are.

6 HARRY LEWIS: Okay.

7 MAYOR STUESSI: We can hear you well.

8 HARRY LEWIS: Should I turn around or --

9 TRUSTEE PHILLIPS: No, right here.

10 HARRY LEWIS: Okay. I am Harry Lewis, I live  
11 on 600 Main Street in Greenport. And I just wanted  
12 to commend all of you for all your hard work, and  
13 to say that I am aware that everybody's working  
14 really hard, and I'm proud of all of you. That's it.

15 MAYOR STUESSI: Thank you very much.

16 TRUSTEE PHILLIPS: Well, thank you very much,  
17 Harry.

18 MAYOR STUESSI: We appreciate it.

19 TRUSTEE PHILLIPS: We appreciate it.

20 MAYOR STUESSI: Mr. Saladino. Thank you, Harry.

21 JOHN SALADINO: John Saladino, Sixth Street.

22 I don't have the agenda item about -- about the  
23 remediation work for --

24 MAYOR STUESSI: The carousel?

25 JOHN SALADINO: For the carousel. And I have

1 no problem with, obviously, paying to remediate  
2 that. But I was at the work session last week and  
3 I heard Patrick, Trustee Brennan, make a comment,  
4 and I was kind of confused by it, because it could  
5 have went two ways. And the comment was, and later  
6 on it made sense to me, is that the Village is in a  
7 position that it never should have been in. And I  
8 applaud you for being honest, we don't usually hear  
9 that from Trustees, but -- and the first thing I  
10 thought of was, well, because of the remediation,  
11 we're paying too much money, maybe that's what he's  
12 talking about, you know, we're paying \$52,000. And  
13 then I thought, well, maybe, maybe we shouldn't be  
14 in this position, because somebody picked a scab  
15 that we shouldn't have picked. And now, because of  
16 that, now the taxpayers are stuck with a \$52,000  
17 tab. So I have a couple of questions about that.

18 The person that was hired -- and her name is  
19 in the record, but I'm not going to say anything  
20 about it. The person that was hired, you know, was  
21 she vetted? I read the minutes. Trustee Robins  
22 mentioned in the minutes that she did vet this  
23 person. It was a friend of somebody that was  
24 recommended by somebody. And then there was a  
25 problem. Then the artist or the painter did

1 something wrong or -- and now the carousel is  
2 closed and the taxpayers are stuck \$52,000.

3 I just have a question. This Village  
4 doesn't -- this Village doesn't do anything without  
5 a vendor or a contractor having to provide  
6 insurance that lets the Village off the hook. If  
7 you take out a building permit to put a fence in  
8 your backyard, you're required -- and you hire a  
9 contractor, you're required to get somebody that's  
10 licensed, somebody that's insured, and his  
11 insurance has to name the Village, it's on the  
12 Village form.

13 So my question to you guys is how did we hire  
14 this person? Do they have insurance? And if they  
15 do have insurance, how come the taxpayers have to  
16 pay this \$52,000?

17 I don't know what the lost revenue for the  
18 carousel would be for the month, but the  
19 remediation on the agenda is 52,000. I mean,  
20 that's got to be 5 or 6% of our tax base. It's a  
21 big number in this Village.

22 So I'm kind of asking you guys how -- what --  
23 I read the minutes from the January -- from the --  
24 from the January meeting where the artist, the  
25 contractor, the painter was hired, so I kind of

1 know how that came about. You know, somebody made  
2 a recommendation, somebody hired them, they were  
3 vetted by Trustee Robins. So I'm asking how -- do  
4 they have insurance?

5 MAYOR STUESSI: The individual does have  
6 insurance, we did receive that, correct?

7 TREASURER GAFFGA: Yes.

8 MAYOR STUESSI: The mistake was made by the  
9 Village in allowing this person to do the work  
10 inside of the carousel. Had the work have been  
11 done outside the carousel in a different location,  
12 the carousel wouldn't be closed.

13 JOHN SALADINO: Oh, I think we all agree now.

14 MAYOR STUESSI: And to answer your question  
15 that what is the total number, Stephen, of the  
16 remediation cost, the testing? It's higher than  
17 52,000.

18 TREASURER GAFFGA: Well, we -- yeah. There's  
19 already, I mean, 3,000 for the initial testing, so  
20 it's -- we're at about 55,000 with this budget,  
21 with this one.

22 MAYOR STUESSI: And then lost revenue is  
23 what, 10,000, plus 15?

24 TREASURER GAFFGA: Ten thousand April, and  
25 then in May last year we did about \$14,000 worth of

1 business. So we're looking at about two months,  
2 close to 24,000.

3 MAYOR STUESSI: So to your point, not an  
4 insignificant amount of money. There were some  
5 recommendations made by us in our last work session  
6 on how to handle contracts moving forward, and  
7 we've put some things in place with getting legal  
8 agreements signed, which we will now be doing for  
9 similar things to this, as well as making certain  
10 that we have insurance before work even starts.  
11 Patrick, anything to add?

12 TRUSTEE BRENNAN: Yeah. I would just add  
13 that it's a -- it's a lesson learned. We need to  
14 be more diligent on how we -- how the Village  
15 contracts with outside services, so --

16 JOHN SALADINO: That's a -- that's probably  
17 the best answer anybody up there could give, you  
18 know, and thank you for that. You know, to --  
19 sometimes, sometimes we do things on -- anybody  
20 who's been around here a long time, they kind of  
21 know. You know, we saw a ton of money spent on  
22 stuff that people really weren't qualified to do,  
23 or ideas that really, you know, weren't -- that  
24 were a whim, and that money was lost. You know,  
25 and some people are looking at me like, "What's he



1 talking about?" I'm not going to name them. I  
2 will. If somebody up there asks me, I will, but  
3 I'm not going to on my own.

4 But here's a -- here's an example. And I  
5 understand we don't want to put anybody's back to  
6 the wall or crucify somebody for -- whether it's  
7 the artist or -- or the people that voted to let  
8 this person do the work.

9 I just -- and again, I'm -- I know the Mayor  
10 explained that the person does have insurance, that  
11 I still just can't get past if the person has  
12 insurance, why are we stuck, regardless what  
13 happened? You know, isn't that the whole idea of  
14 insurance, that if you kind of screw up a little  
15 bit, you know, your insurance company pays?

16 TRUSTEE BRENNAN: I don't think I could  
17 answer that. I don't know what our recourse is in  
18 this situation, but I understand your point made.  
19 I want to reiterate something I said at the work  
20 session. I believe that everybody who's working on  
21 the carousel probably was doing so with the best of  
22 intentions. Everybody loves the carousel.

23 JOHN SALADINO: Absolutely.

24 TRUSTEE BRENNAN: And so my only -- my view  
25 on this, again, lessons learned. We need to be --

1 we need to move forward, and we need to make sure  
2 that, you know, we avoid these kind of instances as  
3 much as possible.

4 JOHN SALADINO: Absolutely. And I agree with  
5 you 100% about people's, you know, commitment to  
6 the carousel, and seeing it run, and, you know, the  
7 whole thing. But when it comes down to fixing it,  
8 or doing something, or fixing a Village asset, you  
9 know, the -- we know it's paved to -- you know, the  
10 road to hell is paved with good intentions. You  
11 got -- you can't, you can't half-step, you got  
12 to -- you know, you got to hire somebody that kind  
13 of knows what they're doing. And now this is --  
14 like you said, it's a lesson learned, but I'm --  
15 well, me collectively, I'm stuck 52,000 --  
16 well, how much now, Stephen? More than \$52,000.  
17 It's tough to swallow.

18 MAYOR STUESSI: We all are.

19 JOHN SALADINO: We all are.

20 MAYOR STUESSI: And putting the money aside.

21 JOHN SALADINO: Well, I said me, too.

22 MAYOR STUESSI: As I mentioned at the last  
23 meeting, one of the more upsetting things is the  
24 jewel of the park has been closed, and, you know,  
25 there's a lot of kids that haven't been able to

1 ride it, which is a shame. So it could have been  
2 prevented. To Patrick's point, lesson learned.

3 The Carousel Committee did their work to  
4 bring forward somebody that was qualified to do  
5 restoration work. It happened in the wrong place,  
6 so it shouldn't have happened.

7 JOHN SALADINO: Thank you. Thanks for  
8 listening.

9 MAYOR STUESSI: Thank you. Are there any  
10 other public comments?

11 KAREN RIVARA: Good evening. Karen Rivara,  
12 628 Carpenter Street. I just want to thank the  
13 Board of Trustees for taking action on --  
14 enforcement action on dealing with illegal Airbnbs.  
15 I'm really impressed with this current Board, and  
16 excited about the future of Greenport, so thank you.

17 MAYOR STUESSI: Thank you.

18 DINNI GORDON: It's -- Dinni Gordon,  
19 152 Sixth Street. It's exciting to see a new  
20 group. I congratulate you all, and thank you very  
21 much for your work. But I wanted -- I was wanting  
22 to come last week and -- last Thursday to the work  
23 session and watch the vote for the moratorium, and  
24 I couldn't, but I did watch on the website. And I  
25 just wanted to say this is sort of an asterisk to

1 the moratorium question.

2 Patrick made the larger point that a  
3 comprehensive planning task really is -- has to  
4 happen, as well as this LWRP, and the connection,  
5 or lack thereof, to the -- to the moratorium. And  
6 I wanted to say that it's -- and I absolutely agree  
7 with that.

8 And I think, you know, we are talking only  
9 about the downtown now, but the residential areas  
10 need work, and we need to be looking at the way the  
11 code deals with residential zoning issues. And we  
12 need to use some of the new -- there's a lot of  
13 smart planning work going on around the country,  
14 and I think we need to take advantage of that.

15 I realize that right now we have to focus on,  
16 of course, the downtown commercial area, but there  
17 are many -- there are some residential issues that  
18 have a -- an effect, and vice versa, like parking.  
19 And I just hope that as we work on the downtown  
20 stuff, we will also have in the back of our minds  
21 that we really need to be looking at the  
22 residential areas and the way the code deals with  
23 R-1 and R-2 at the same time. Thanks very much.

24 MAYOR STUESSI: Thank you. The intent is to  
25 do exactly that. And what you will see come out of

1 the group that is currently studying these issues  
2 is we will be looking at housing within the  
3 downtown Commercial District, and that's going to  
4 be brought to the public here in very short course  
5 over the next few months for public opinions. And  
6 then the intent is to form a Code Committee, which  
7 will take this ongoing and move into the  
8 neighborhoods to study those issues --

9 DINNI GORDON: Good.

10 MAYOR STUESSI: -- as we move forward.

11 DINNI GORDON: Terrific.

12 MAYOR STUESSI: The portion of the Waterfront  
13 Committee that will be addressing the code issues  
14 is chaired by Deputy Mayor Phillips, together with  
15 our new Chair of the Planning Board, Tricia Hammes,  
16 along with John Saladino out of the ZBA. Yet to be  
17 determined what the Code Committee will be once we  
18 get outside of the immediate issue of the  
19 development moratorium within the Commercial  
20 District. But we are heading there, so thank you.  
21 Anybody else?

22 (No Response)

23 MAYOR STUESSI: Okay. With that, I would  
24 like to make a motion on *RESOLUTION adopting the*  
25 *April, 2023 agenda as printed.* May I have a

1 second, please?

2 TRUSTEE PHILLIPS: So moved.

3 MAYOR STUESSI: All in favor?

4 TRUSTEE BRENNAN: Aye.

5 TRUSTEE DOUGHERTY-JOHNSON: Aye.

6 TRUSTEE PHILLIPS: Aye.

7 TRUSTEE ROBINS: Aye.

8 MAYOR STUESSI: Aye.

9 Any opposed?

10 (No Response)

11 MAYOR STUESSI: The motion carries.

12 TRUSTEE BRENNAN: Trustee Robins or --

13 MAYOR STUESSI: Yes, Trustee Robins.

14 TRUSTEE ROBINS: Oh, wait, we're in

15 resolutions now, correct?

16 TRUSTEE BRENNAN: Yeah, we're doing that now.

17 TRUSTEE ROBINS: Okay. *RESOLUTION*

18 *#04-2023-2, RESOLUTION accepting the monthly*

19 *reports of the Greenport Fire Department, Village*

20 *Administrator, Village Treasurer, Village Clerk,*

21 *Village Attorney, Mayor and Board of Trustees.*

22 So moved.

23 TRUSTEE BRENNAN: Second.

24 MAYOR STUESSI: All in favor?

25 TRUSTEE BRENNAN: Aye.

1 TRUSTEE DOUGHERTY-JOHNSON: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR STUESSI: Aye.

5 Motion carries.

6 TRUSTEE BRENNAN: *RESOLUTION #04-2023-3,*  
7 *RESOLUTION ratifying the following, as approved at*  
8 *the work session meeting of the Village of*  
9 *Greenport Board of Trustees held on April 20th, 2023:*

10 *RESOLUTION per the attached SEQRA resolution*  
11 *determining that the Board of Trustees adopts lead*  
12 *agency status for purpose -- purposes of SEQRA with*  
13 *regard to the restoration work to be done at the*  
14 *carousel, determines that the contracting and*  
15 *performance of the work is an Unlisted Action for*  
16 *purposes of SEQRA and determining that the*  
17 *restoration work will not have a significant*  
18 *negative impact on the environment and that*  
19 *therefore a Negative Declaration is adopted.*

20 *RESOLUTION ratifying the approval of the*  
21 *proposal of Restoration Experts of NY, Inc., for*  
22 *the proposed Phase I, which is \$33,750, and*  
23 *Phase II, \$12,250, carousel restoration work in the*  
24 *Total amount of \$46,000.00 proposal. This work is*  
25 *awarded under the emergency provisions of the*

1 *Village Procurement policy due to the emergency*  
2 *nature of the work to be done and the necessary*  
3 *mitigation of potential public safety concerns.*  
4 *Village Attorney to prepare more formal agreement*  
5 *with -- working with Trustee Brennan which Mayor*  
6 *Stuessi is authorized to sign.*

7 *RESOLUTION ratifying the approval of the*  
8 *proposal of CNS Environmental Corp., for work to be*  
9 *done at the carousel in the amount of \$5,700.00.*  
10 *This work is awarded under the emergency provisions*  
11 *of the Village Procurement policy due to the*  
12 *emergency nature of the work to be done and the*  
13 *necessary mitigation of potential public safety*  
14 *concerns. Village Attorney to prepare more formal*  
15 *agreement working with Trustee Brennan which Mayor*  
16 *Stuessi is authorized to sign.*

17 TRUSTEE PHILLIPS: Second.

18 TRUSTEE BRENNAN: No, one more component here.

19 TRUSTEE PHILLIPS: There's one more? Oh, sorry.

20 TRUSTEE BRENNAN: Okay. *RESOLUTION ratifying*  
21 *the approval of the proposal of Schott --*

22 TRUSTEE ROBINS: Yeah.

23 TRUSTEE BRENNAN: Yeah? Is that going to be  
24 part of this?

25 TRUSTEE PHILLIPS: Yes. Yes, because -- yes,



1 because we did that, that is ratifying it.

2 TRUSTEE BRENNAN: *RESOLUTION ratifying the*  
3 *approval of the proposal of Schott Refrigeration to*  
4 *provide and install (2) two split air conditioners*  
5 *in the communications tower equipment shed in the*  
6 *amount of \$12,100.00. This work is awarded under*  
7 *the emergency provisions of the Village Procurement*  
8 *policy due to the emergency nature of the work to*  
9 *be done and the necessary mitigation of potential*  
10 *public safety concerns. Village Attorney to*  
11 *prepare more formal agreement working with Trustee*  
12 *Brennan which Mayor Stuessi is authorized to sign.*

13 TRUSTEE PHILLIPS: Second.

14 MAYOR STUESSI: All in favor?

15 TRUSTEE BRENNAN: Aye.

16 TRUSTEE DOUGHERTY-JOHNSON: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 TRUSTEE ROBINS: Aye.

19 MAYOR STUESSI: Aye.

20 Any opposed?

21 (No Response)

22 MAYOR STUESSI: Motion carries.

23 TRUSTEE PHILLIPS: *RESOLUTION #04-2023-4,*  
24 *RESOLUTION ratifying the approval of Treasurer*  
25 *Grant -- Treasurer Gaffga, excuse me,*

1       to perform attached Budget Amendment #5171 to  
2       appropriate General Fund Reserves to fund the  
3       purchase and installation of 2 split A/C units to  
4       replace failed A/C unit and Radio Tower building,  
5       and directing that Budget Amendment #5171 be  
6       included as part of the formal meeting minutes of  
7       the April 27, 2023 Regular Meeting of the Board of  
8       Trustees. So moved.

9               TRUSTEE DOUGHERTY-JOHNSON: Second.

10              MAYOR STUESSI: All in favor?

11              TRUSTEE BRENNAN: Aye.

12              TRUSTEE DOUGHERTY-JOHNSON: Aye.

13              TRUSTEE PHILLIPS: Aye.

14              TRUSTEE ROBINS: Aye.

15              MAYOR STUESSI: Aye.

16              Any opposed?

17                              (No Response)

18              MAYOR STUESSI: The motion carries.

19              TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*

20       *#04-2023-5, RESOLUTION ratifying the approval for*  
21       *Treasurer Gaffga to perform attached Budget*  
22       *Amendment #5172 to appropriate General Fund*  
23       *Reserves to fund the inspection, cleaning, and*  
24       *abatement of carousel, and directing that Budget*  
25       *Amendment #5172 be included as part of the formal*

1 *meeting minutes of the April 27th, 2023 Regular*  
2 *Meeting of the Board of Trustees. So moved.*

3 TRUSTEE ROBINS: Second.

4 MAYOR STUESSI: All in favor?

5 TRUSTEE BRENNAN: Aye.

6 TRUSTEE DOUGHERTY-JOHNSON: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE ROBINS: Aye.

9 MAYOR STUESSI: Aye.

10 Any opposed?

11 (No Response)

12 MAYOR STUESSI: The motion carries.

13 TRUSTEE ROBINS: *RESOLUTION #04-2023-6,*  
14 *RESOLUTION approving the attached Memorandum of*  
15 *Agreement with the United States Coast Guard*  
16 *regarding operation and training procedures and*  
17 *authorizing Chief Manwaring to sign the Agreement.*  
18 So moved.

19 TRUSTEE BRENNAN: Second.

20 MAYOR STUESSI: All in favor?

21 TRUSTEE BRENNAN: Aye.

22 TRUSTEE DOUGHERTY-JOHNSON: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 TRUSTEE ROBINS: Aye.

25 MAYOR STUESSI: Aye.

1 Any opposed?

2 (No Response)

3 MAYOR STUESSI: The motion carries.

4 TRUSTEE BRENNAN: *RESOLUTION #04-2023-7,*  
5 *RESOLUTION hiring of Bobby Lewis Freeman, Jr., as a*  
6 *full-time Laborer for the Village of Greenport, at*  
7 *a pay rate of \$20.00 per hour, effective May 3rd,*  
8 *2023. All health insurance and other full-time*  
9 *employment benefit provisions specified in the*  
10 *current contract between the Village of Greenport*  
11 *and CSEA Local 1000 apply to this hiring, as does*  
12 *the standard twenty-six week Suffolk County Civil*  
13 *Service probationary period. So moved.*

14 TRUSTEE PHILLIPS: Second.

15 MAYOR STUESSI: All in favor?

16 TRUSTEE BRENNAN: Aye.

17 TRUSTEE DOUGHERTY-JOHNSON: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 TRUSTEE ROBINS: Aye.

20 MAYOR STUESSI: Aye.

21 Any opposed?

22 (No Response)

23 MAYOR STUESSI: The motion carries.

24 TRUSTEE PHILLIPS: *RESOLUTION #04-2023-8,*  
25 *RESOLUTION hiring of Brian Thomas Klos as a*

1       *full-time Park Attendant III for the Village of*  
2       *Greenport, at a pay rate of \$20.00 per hour,*  
3       *effective May 10th, 2023. All health insurance and*  
4       *other full-time employment benefit provisions*  
5       *specified in the current contract between the*  
6       *Village of Greenport and CSEA Local 1000 apply to*  
7       *this hiring, as does the standard twenty-six week*  
8       *Suffolk County Civil Service probationary period.*  
9       So moved.

10           TRUSTEE DOUGHERTY-JOHNSON: Second.

11           MAYOR STUESSI: All in favor?

12           TRUSTEE BRENNAN: Aye.

13           TRUSTEE DOUGHERTY-JOHNSON: Aye.

14           TRUSTEE PHILLIPS: Aye.

15           TRUSTEE ROBINS: Aye.

16           MAYOR STUESSI: Aye.

17           Any opposed?

18                       (No Response)

19           MAYOR STUESSI: The motion carries.

20           TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*

21       *#04-2023-9, RESOLUTION hiring Grayson Clare O'Neill*  
22       *as a part-time, seasonal Dockhand at the Village of*  
23       *Greenport Mitchell Park Marina at an hourly wage*  
24       *rate of \$15.00 per hour, effective May 15th, 2023?*  
25       That should be --

1 TRUSTEE PHILLIPS: That should be 2023.

2 TRUSTEE DOUGHERTY-JOHNSON: Okay. So moved.

3 TRUSTEE ROBINS: Second?

4 MAYOR STUESSI: All in favor?

5 TRUSTEE BRENNAN: Aye.

6 TRUSTEE DOUGHERTY-JOHNSON: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE ROBINS: Aye.

9 MAYOR STUESSI: Aye.

10 Any opposed?

11 (No Response)

12 MAYOR STUESSI: The motion carries.

13 TRUSTEE ROBINS: *RESOLUTION #04-2023-10,*  
 14 *RESOLUTION awarding the contract for the*  
 15 *replacement of roofs at specific locations (listed*  
 16 *below) to M.D.B. Construction Corp., for a total*  
 17 *price of \$97,900.00, per the bid opening on March 9th,*  
 18 *2023 at 10:30 a.m., and authorizing Mayor Stuessi*  
 19 *to execute the contract.*

20 Location: Replacement Lump Sum Price

21 *Wastewater Treatment Plant and*

22 Lab and Office \$23,400.00

23 *Wastewater Treatment Plant*

24 Polymer and storage building \$12,600.00

25 *Wastewater Treatment 6th Street*

1     and Claudio's pump stations                     \$6,500.00  
2     Station Two Fire House  
3     (Flint Street)                                     \$28,400.00  
4     Village Hall Roof Main Building             \$5,200.00  
5     Village Hall exterior sloped  
6     basement entrance                             \$5,200.00  
7     Road Barn Annex Building  
8     (Sixth Street)                                     \$16,600.00

9             So moved.

10            TRUSTEE BRENNAN: Second.

11            MAYOR STUESSI: All in favor?

12            TRUSTEE BRENNAN: Aye.

13            TRUSTEE DOUGHERTY-JOHNSON: Aye.

14            TRUSTEE PHILLIPS: Aye.

15            TRUSTEE ROBINS: Aye.

16            MAYOR STUESSI: Aye.

17            Any opposed?

18                     (No Response)

19            MAYOR STUESSI: The motion carries.

20            TRUSTEE BRENNAN: RESOLUTION #04-2023-11,  
21     RESOLUTION authorizing the attendance of Village  
22     Administrator Pallas at the 2023 Annual APPA Annual  
23     Conference and Business Meeting from June 16th,  
24     2023, through June 21st, 2023 in Seattle,  
25     Washington at a conference fee of \$1075.00 per

1        *attendee and a room rate of \$309.00 per night with*  
2        *meal, mileage and travel expenses to be reimbursed*  
3        *in accordance with the Village Travel Reimbursement*  
4        *Policy, to be expensed from Account E.0782.000*  
5        *(Management Services). So moved.*

6                TRUSTEE PHILLIPS: Second.

7                MAYOR STUESSI: All in favor?

8                TRUSTEE BRENNAN: Aye.

9                TRUSTEE DOUGHERTY-JOHNSON: Aye.

10               TRUSTEE PHILLIPS: Aye.

11               TRUSTEE ROBINS: Aye.

12               MAYOR STUESSI: Aye.

13               Any opposed?

14                        (No Response)

15               MAYOR STUESSI: The motion carries.

16               TRUSTEE PHILLIPS: *RESOLUTION #04-2023-12,*  
17        *RESOLUTION approving an annual salary of \$86,750.00*  
18        *for Treasurer Stephen Gaffga, effective May 3, 2023.*  
19        So moved.

20               TRUSTEE DOUGHERTY-JOHNSON: Second.

21               MAYOR STUESSI: All in favor?

22               TRUSTEE BRENNAN: Aye.

23               TRUSTEE DOUGHERTY-JOHNSON: Aye.

24               TRUSTEE PHILLIPS: Aye.

25               TRUSTEE ROBINS: Aye.



1 MAYOR STUESSI: Aye.

2 Any opposed?

3 (No Response)

4 MAYOR STUESSI: The motion carries.

5 TRUSTEE PHILLIPS: Congratulations.

6 MAYOR STUESSI: Congratulations.

7 TREASURER GAFFGA: Thank you.

8 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*

9 *#04-2023-13, RESOLUTION approving additional*  
10 *funding request for H2M Architects and Engineers as*  
11 *detailed in the attached proposal for \$3,500 to*  
12 *provide the necessary services to close out the*  
13 *Effluent Reuse Feasibility study. The closeout*  
14 *will allow the Village to receive grant funds*  
15 *previously awarded. So moved.*

16 TRUSTEE ROBINS: Second.

17 MAYOR STUESSI: All in favor?

18 TRUSTEE BRENNAN: Aye.

19 TRUSTEE DOUGHERTY-JOHNSON: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE ROBINS: Aye.

22 MAYOR STUESSI: Aye.

23 Any opposed?

24 (No Response)

25 MAYOR STUESSI: The motion carries.

1 TRUSTEE ROBINS: *RESOLUTION #04-2023-14,*  
2 *RESOLUTION authorizing the solicitation of bids for*  
3 *the purchase of five (5) three phase pad mounted*  
4 *transformers of various voltages and capacities,*  
5 *and one 100 kva single phase pad mounted*  
6 *transformer directing Village staff to notice the*  
7 *bid solicitation accordingly. So moved.*

8 TRUSTEE BRENNAN: Second.

9 MAYOR STUESSI: All in favor?

10 TRUSTEE BRENNAN: Aye.

11 TRUSTEE DOUGHERTY-JOHNSON: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 TRUSTEE ROBINS: Aye.

14 MAYOR STUESSI: Aye.

15 Any opposed?

16 (No Response)

17 MAYOR STUESSI: The motion carries.

18 TRUSTEE BRENNAN: *RESOLUTION #04-2023-15,*  
19 *RESOLUTION authorizing Treasurer Gaffga to perform*  
20 *attached Budget Amendment #5166 to appropriate*  
21 *Electric Fund Reserves to fund the Annual Water*  
22 *Treatment Contract for Cooling Tower for Power*  
23 *Plant Engines, and directing that Budget Amendment*  
24 *#5166 to be included as part of the formal meeting*  
25 *minutes of the April 27th, 2023 Regular Meeting of*

1        *the Board of Trustees. So moved.*

2                TRUSTEE PHILLIPS: Second.

3                MAYOR STUESSI: All in favor?

4                TRUSTEE BRENNAN: Aye.

5                TRUSTEE DOUGHERTY-JOHNSON: Aye.

6                TRUSTEE PHILLIPS: Aye.

7                TRUSTEE ROBINS: Aye.

8                MAYOR STUESSI: Aye.

9                Any opposed?

10                        (No Response)

11                MAYOR STUESSI: The motion carries.

12                TRUSTEE PHILLIPS: *RESOLUTION #04-2023-16,*  
13                *RESOLUTION authorizing Treasurer Gaffga to perform*  
14                *attached Budget Amendment #5167 to appropriate*  
15                *Sewer Fund Reserves to purchase new chains for the*  
16                *BNR rotors at the Wastewater Treatment Plant, and*  
17                *directing that Budget Amendment #5167 be included*  
18                *as part of the formal meeting minutes of the*  
19                *April 27, 2023 Regular Meeting of the Board of*  
20                *Trustees. So moved.*

21                TRUSTEE DOUGHERTY-JOHNSON: Second.

22                MAYOR STUESSI: All in favor?

23                TRUSTEE BRENNAN: Aye.

24                TRUSTEE DOUGHERTY-JOHNSON: Aye.

25                TRUSTEE PHILLIPS: Aye.

1 TRUSTEE ROBINS: Aye.

2 MAYOR STUESSI: Aye.

3 Any opposed?

4 (No Response)

5 MAYOR STUESSI: The motion carries.

6 TRUSTEE DOUGHERTY-JOHNSON: RESOLUTION  
7 #04-2023-17, *RESOLUTION authorizing Treasurer*  
8 *Gaffga to perform attached Budget Amendment #5168*  
9 *to appropriate General Fund Reserves to fund a new*  
10 *Village Hall Server Firewall appliance and*  
11 *installation, and directing that Budget Amendment*  
12 *#5168 be included as part of the formal meeting*  
13 *minutes of the April 27th, 2023 Regular Meeting of*  
14 *the Board of Trustees. So moved.*

15 TRUSTEE ROBINS: Second.

16 MAYOR STUESSI: All in favor?

17 TRUSTEE BRENNAN: Aye.

18 TRUSTEE DOUGHERTY-JOHNSON: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE ROBINS: Aye.

21 MAYOR STUESSI: Aye.

22 Any opposed?

23 (No Response)

24 MAYOR STUESSI: The motion carries.

25 TRUSTEE ROBINS: *RESOLUTION #04-2023-18,*

1        *RESOLUTION authorizing Treasurer Gaffga to perform*  
2        *attached Budget Amendment #5169 to appropriate*  
3        *General Fund Reserves to fund the purchase,*  
4        *installation, and licensing of a new Village Hall*  
5        *Server, and directing that Budget Amendment #5169*  
6        *be included as part of the formal meeting minutes*  
7        *of the April 27th, 2023 Regular Meeting of the*  
8        *Board of Trustees. So moved.*

9            TRUSTEE BRENNAN: Second.

10          MAYOR STUESSI: All in favor?

11          TRUSTEE BRENNAN: Aye.

12          TRUSTEE DOUGHERTY-JOHNSON: Aye.

13          TRUSTEE PHILLIPS: Aye.

14          TRUSTEE ROBINS: Aye.

15          MAYOR STUESSI: Aye.

16          Any opposed?

17                    (No Response)

18          MAYOR STUESSI: The motion carries.

19          TRUSTEE BRENNAN: *RESOLUTION #04-2023-19,*  
20        *RESOLUTION authorizing Treasurer Gaffga to perform*  
21        *attached Budget Amendment #5170 to appropriate*  
22        *Electric, Water, and Sewer fund Reserves to fund*  
23        *the materials and supplies to install Electric,*  
24        *Water, and Sewer services to Mini Railroad Project,*  
25        *and directing that Budget Amendment #5170 be*

1 *included as part of the formal meeting minutes of*  
2 *the April 27th, 2023 Regular Meeting of the Board*  
3 *of Trustees. So moved.*

4 TRUSTEE PHILLIPS: Second.

5 MAYOR STUESSI: All in favor?

6 TRUSTEE BRENNAN: Aye.

7 TRUSTEE DOUGHERTY-JOHNSON: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE ROBINS: Aye.

10 MAYOR STUESSI: Aye.

11 Any opposed?

12 (No Response)

13 MAYOR STUESSI: The motion carries.

14 TRUSTEE PHILLIPS: *RESOLUTION #04-2023-20,*  
15 *RESOLUTION authorizing Treasurer Gaffga to perform*  
16 *attached Budget Amendment #5173 to appropriate*  
17 *General Fund Reserves to fund the purchase and*  
18 *installation of a new fence at Mitchell Park to*  
19 *surround existing transformers for Marina and*  
20 *carousel, and directing that Budget Amendment #5173*  
21 *be included as part of the formal meeting minutes*  
22 *of April 27, 2023 Regular Meeting of the Board of*  
23 *Trustees. So moved.*

24 TRUSTEE DOUGHERTY-JOHNSON: Second.

25 MAYOR STUESSI: All in favor?

1 TRUSTEE BRENNAN: Aye.

2 TRUSTEE DOUGHERTY-JOHNSON: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE ROBINS: Aye.

5 MAYOR STUESSI: Aye.

6 Any opposed?

7 (No Response)

8 MAYOR STUESSI: The motion carries.

9 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*

10 *#04-2023-21, RESOLUTION approving the attached*  
11 *Municipal Advisor Services Agreement between the*  
12 *Village of Greenport and Munistat Services Inc. for*  
13 *municipal financial advisory services, in the*  
14 *amount of \$3,500.00, to be expensed from account*  
15 *A.1325.433 (Bond Counsel/ Financial Advisor), and*  
16 *authorizing Mayor Stuessi to sign the Municipal*  
17 *Advisor Services Agreement between the Village of*  
18 *Greenport and Munistat Services Inc. So moved.*

19 TRUSTEE ROBINS: Second.

20 MAYOR STUESSI: All in favor?

21 TRUSTEE BRENNAN: Aye.

22 TRUSTEE DOUGHERTY-JOHNSON: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 TRUSTEE ROBINS: Aye.

25 MAYOR STUESSI: Aye.

1 Any opposed?

2 (No Response)

3 MAYOR STUESSI: The motion carries.

4 TRUSTEE ROBINS: *RESOLUTION #04-2023-22,*  
5 *RESOLUTION approving the Public Assembly Permit*  
6 *Application submitted by Denise Gillies on behalf*  
7 *of The Friends of Mitchell Park, for the use of a*  
8 *portion of Mitchell Park from 9:00 a.m. through*  
9 *10:00 a.m. every Saturday from May 6th, 2023*  
10 *through October 28th, 2023 for Tai Chi instruction,*  
11 *which will be offered at no cost to the public, and*  
12 *further approving a waiver of the requisite public*  
13 *assembly permit fee. So moved.*

14 TRUSTEE BRENNAN: Second.

15 MAYOR STUESSI: All in favor?

16 TRUSTEE BRENNAN: Aye.

17 TRUSTEE DOUGHERTY-JOHNSON: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 TRUSTEE ROBINS: Aye.

20 MAYOR STUESSI: Aye.

21 Any opposed?

22 (No Response)

23 MAYOR STUESSI: The motion carries.

24 TRUSTEE BRENNAN: *RESOLUTION #04-2023-23,*  
25 *RESOLUTION approving the Public Assembly Permit*



1        *Application submitted by Tanya Doggwiler on behalf*  
2        *of Claudio's Restaurants to host an in-water boat*  
3        *show including community and vendor pop-up booths*  
4        *from 12 noon through 5 p.m. on June 3rd, 2023.*

5        So moved.

6                TRUSTEE PHILLIPS: Second.

7                MAYOR STUESSI: All in favor?

8                TRUSTEE BRENNAN: Aye.

9                TRUSTEE DOUGHERTY-JOHNSON: Aye.

10               TRUSTEE PHILLIPS: Aye.

11               TRUSTEE ROBINS: Aye.

12               MAYOR STUESSI: Aye.

13               Any opposed?

14                        (No Response)

15               MAYOR STUESSI: The motion carries.

16               TRUSTEE PHILLIPS: *RESOLUTION #04-2023-24,*  
17        *RESOLUTION amending Resolution No. 01-2023-14 for*  
18        *the approved Public Assembly Permit application as*  
19        *submitted by Robert Vitelli on behalf of the*  
20        *New York LGBT Network, and to close Main Street*  
21        *from Sterling to Front Street and Front Street --*  
22        *and Front Street to -- from Main Street to Third*  
23        *Street. Road closures on Main Street from*  
24        *Park Street to Front Street and Front Street from*  
25        *Main Street to Third Street. Does that make sense?*

1 That doesn't make sense to me. Hold on a second.  
2 They're going to close -- they're going to close  
3 Main Street from Sterling to Front Street, and then  
4 from Front Street down Main Street to Third Street.

5 TRUSTEE DOUGHERTY-JOHNSON: I think that part  
6 is for the parade, and then the second part is for  
7 the road closures for the rest of the afternoon.  
8 So it's shortened. That's what I had suggested, so  
9 that Sterling to Park is not closed for the  
10 full-time, because that's like a residential block.

11 TRUSTEE PHILLIPS: Okay. Let's -- okay, all  
12 right. Let me make the motion and then maybe  
13 somebody second it, and we can have some discussion  
14 on this, please.

15 TRUSTEE DOUGHERTY-JOHNSON: Second, yes.

16 TRUSTEE PHILLIPS: Okay.

17 TRUSTEE DOUGHERTY-JOHNSON: Sorry.

18 TRUSTEE PHILLIPS: Okay. The parade is going  
19 from Sterling down Front, and then down from Main  
20 to Mitchell Park, is that what was the original?

21 TRUSTEE DOUGHERTY-JOHNSON: I believe so.

22 TRUSTEE PHILLIPS: But was there any  
23 discussion closing the streets on Front Street? I  
24 mean, I'm confused, but -- I emailed information  
25 this morning about what their plans are, but I'm

1 not sure that mass public assembly is really -- I  
2 think there's a communication breakdown a little  
3 bit. So are they putting --

4 MAYOR STUESSI: So I don't understand what  
5 the issue is.

6 TRUSTEE PHILLIPS: Are they putting vendors  
7 in the street?

8 MAYOR STUESSI: They're planning on working  
9 with the Business Improvement District to put local  
10 vendors in the street, is what we heard.

11 TRUSTEE PHILLIPS: Okay. Joe, is -- I mean,  
12 if they're following the Maritime Festival formula,  
13 I think we have to get the State of New York to  
14 approve that, don't we?

15 ATTORNEY PROKOP: Right, there's other  
16 approvals that are necessary. Also, the -- I think  
17 it's SLA, the Board of Health, you know, there's  
18 other different -- if there's going to be vendors  
19 in the street, there's other agencies that have  
20 to --

21 TRUSTEE PHILLIPS: Yeah, there's a whole --  
22 yeah.

23 ATTORNEY PROKOP: -- be involved.

24 MAYOR STUESSI: Okay. But is that something  
25 we need do? Isn't that on them to do?

1           ATTORNEY PROKOP: Typically, they start the  
2 process and we confirm that it's been done.

3           MAYOR STUESSI: Uh-huh.

4           ATTORNEY PROKOP: It would have to be --

5           MAYOR STUESSI: So can we make a motion to  
6 approve it subject to them meeting whatever the  
7 criteria are?

8           ATTORNEY PROKOP: Yes, you could -- you could  
9 do that, if that's the motion, yes.

10          TRUSTEE PHILLIPS: All right.

11          MAYOR STUESSI: And then have the Village  
12 Clerk or you communicate to them what needs to be  
13 done?

14          ATTORNEY PROKOP: Yes.

15          TRUSTEE BRENNAN: I think to Trustee  
16 Phillips, if you don't mind, I think we need to  
17 clarify about the timing --

18          TRUSTEE PHILLIPS: Yeah.

19          TRUSTEE BRENNAN: -- also, right? The  
20 part -- the two aspects of this.

21          TRUSTEE PHILLIPS: We have to ask for the  
22 timing, because there's the parade, and then the --  
23 my understanding is that if you --

24          MAYOR STUESSI: Isn't the parade noon to 1 p.m.?

25          TRUSTEE PHILLIPS: Noon --

1 TRUSTEE DOUGHERTY-JOHNSON: I think they had  
2 asked for 11:30, just to set up.

3 TRUSTEE ROBINS: Yeah. I heard from a member  
4 of the BID that it was 11:30 to queue up and get  
5 ready to march, and 12 noon was the commencement of  
6 the parade to, I guess, 1. I thought the entire  
7 downtown ask was until 4 p.m. Is that what the --

8 MAYOR STUESSI: Well, that was the portion,  
9 the lessened restriction after the parade.

10 TRUSTEE ROBINS: Right, that's my  
11 understanding.

12 TRUSTEE DOUGHERTY-JOHNSON: What I had --

13 MAYOR STUESSI: Joe or Jeanmarie, do we not  
14 have clarification on this?

15 ATTORNEY PROKOP: I think it was until  
16 4 p.m., yes.

17 MAYOR STUESSI: So is the intent to close the  
18 larger amount of streets at 11:30 in order to be  
19 ready for a parade at noon?

20 ATTORNEY PROKOP: I think that's correct,  
21 yeah. I think Jeanmarie has the actual email, if  
22 we wait a second. So the request is road closures  
23 from 11:30 until the parade is over, and that would  
24 be, they're saying, 12:30.

25 TRUSTEE DOUGHERTY-JOHNSON: What?

1           ATTORNEY PROKOP: And then, from then on,  
2           minor -- that's the main road closure, from 11:30  
3           until 12:30, and then the lesser road closure until  
4           4 p.m.

5           TRUSTEE PHILLIPS: Okay. So --

6           ATTORNEY PROKOP: And that's as of yesterday.

7           TRUSTEE PHILLIPS: So, Joe, do you want me to  
8           try to amend this, I mean, to --

9           MAYOR STUESSI: Practically speaking, it  
10          doesn't sound like it's possible to set up for a  
11          parade and hold the parade all within an hour's  
12          time.

13          TRUSTEE PHILLIPS: No, because they're  
14          supposed to have floats.

15          MAYOR STUESSI: Right.

16          TRUSTEE PHILLIPS: Something's not making  
17          sense to me.

18          ATTORNEY PROKOP: So my concern, the process  
19          that we go through, the process that we go through  
20          with the Maritime Festival, and this -- again, this  
21          was a structure that was set up many years ago that  
22          just takes place automatically now, is that there's  
23          a determination -- there's an agreement about the  
24          location of vendors, and, also, there's a -- you  
25          know, we confirm that applications -- the proper

1 applications are made to the State Liquor  
2 Authority, if liquor is involved, and also the  
3 Suffolk County Health Department, because -- if  
4 there's food service, things like that.  
5 Everybody -- anybody that's participating has to  
6 have the proper permitting.

7 So the -- if -- the resolution would be  
8 subject to -- to those things. The applica -- I'm  
9 sorry, the approval with the Village of the  
10 location of vendors, because they're going to be  
11 located on public streets. And, also, the  
12 confirmation that vendors and the -- vendors and  
13 the sponsors get whatever agency approvals are  
14 necessary in advance of the parade.

15 MAYOR STUESSI: So that makes sense to me.  
16 The timing doesn't make sense. My recollection of  
17 the thing that you sent through, Mary Bess, was  
18 that the parade was from 12 noon until 1 p.m.

19 TRUSTEE PHILLIPS: Right, that's why -- I  
20 just pulled it up now, because I have it here,  
21 yeah.

22 MAYOR STUESSI: So if they start setting up  
23 at 11:30, it would be 11:30 to 1 p.m. for the  
24 parade, and then that larger section of streets --

25 TRUSTEE PHILLIPS: Section of streets.

1           MAYOR STUESSI: -- shrinks down, as opposed  
2 to 11:30 from 12:30, which is what I believe I  
3 heard from you, Joe.

4           ATTORNEY PROKOP: Yes. Well, we're just  
5 going by an email that we received yesterday.

6           MAYOR STUESSI: Right.

7           TRUSTEE DOUGHERTY-JOHNSON: I thought it  
8 seemed like the 11:30 was just to set up and get  
9 started, so that -- you know, so that the streets  
10 are closed.

11          MAYOR STUESSI: Right, that's what I said.  
12 But then the parade starts at noon.

13          TRUSTEE DOUGHERTY-JOHNSON: Right.

14          MAYOR STUESSI: And the parade lasts an hour,  
15 they need an hour for the parade.

16          TRUSTEE DOUGHERTY-JOHNSON: Right.

17          MAYOR STUESSI: So it would be 11:30 until  
18 1 p.m., as opposed to 11:30 to 12:30.

19          TRUSTEE PHILLIPS: Right.

20          MAYOR STUESSI: So we need to keep the larger  
21 street closure until 1 p.m., and then we go down to  
22 the smaller street closure for just the festival  
23 until -- what is it, 4 p.m.?

24          TRUSTEE DOUGHERTY-JOHNSON: Yeah.

25          TRUSTEE PHILLIPS: So then it would be



1 from -- okay. Let's see how I could fix this.

2 TRUSTEE DOUGHERTY-JOHNSON: I mean, just add  
3 in the times to the First Street closure.

4 TRUSTEE PHILLIPS: Okay. I'd like -- okay.  
5 I'd to amend the resolution to read -- I'm amending  
6 the amending resolution to close Main Street from  
7 Sterling to Front, and Front to Third Street, from  
8 11:30 to 1 p.m. for the LGBT Network Parade. And  
9 to close -- to close from Front Street -- just is  
10 it Front Street to Third? Okay.

11 TRUSTEE ROBINS: It's Park, Park to Front and  
12 Front to Main? Is that the second half?

13 TRUSTEE PHILLIPS: Are they trying to do --  
14 are they trying to do Main Street to Third Street?  
15 I mean, are they trying to go from -- they were  
16 trying to go from Main Street down Front Street to  
17 Third Street to close for vendors?

18 TRUSTEE DOUGHERTY-JOHNSON: I believe that's  
19 what it looks like --

20 TRUSTEE BRENNAN: I believe so.

21 TRUSTEE DOUGHERTY-JOHNSON: -- from the  
22 emails I saw.

23 TRUSTEE PHILLIPS: Okay, all right. So --

24 TRUSTEE DOUGHERTY-JOHNSON: I mean, at first  
25 I think they had asked to keep it at Sterling.

1 TRUSTEE PHILLIPS: Yeah, the --

2 TRUSTEE DOUGHERTY-JOHNSON: My suggestion was  
3 to shorten that, because that block is not -- no  
4 businesses.

5 MAYOR STUESSI: So the last sentence would be  
6 from 1 p.m. to 4 p.m.

7 TRUSTEE PHILLIPS: 1 p.m. to 4 p.m.

8 MAYOR STUESSI: And then contingent on  
9 getting all necessary approvals.

10 TRUSTEE PHILLIPS: Okay.

11 TRUSTEE ROBINS: My recollection with  
12 Maritime is that they close from Center Street to  
13 the blinker at Main, and then from Main up to -- up  
14 Front Street up to Third Street. I believe that's  
15 where they close.

16 TRUSTEE PHILLIPS: Can I make a suggestion?  
17 We have a meeting tomorrow, correct?

18 MAYOR STUESSI: Yes.

19 TRUSTEE PHILLIPS: Can we --

20 ATTORNEY PROKOP: We'll get it straightened out.

21 TRUSTEE PHILLIPS: -- get it straightened  
22 out and then --

23 ATTORNEY PROKOP: Yes.

24 TRUSTEE PHILLIPS: -- and table this  
25 resolution until the meeting tomorrow?

1 ATTORNEY PROKOP: Yes, yeah. I'll contact them.

2 MAYOR STUESSI: Good idea, yeah.

3 TRUSTEE PHILLIPS: That would be a good idea.

4 That way we could get it really clarified, because

5 this could be very confusing, and we don't want to

6 do it wrong, to be honest with you.

7 So I would like to ask a motion to table

8 RESOLUTION #04-2023-24.

9 TRUSTEE DOUGHERTY-JOHNSON: Second.

10 MAYOR STUESSI: All in favor?

11 TRUSTEE BRENNAN: Aye.

12 TRUSTEE DOUGHERTY-JOHNSON: Aye.

13 TRUSTEE PHILLIPS: Aye.

14 TRUSTEE ROBINS: Aye.

15 MAYOR STUESSI: Aye.

16 Any opposed?

17 (No Response)

18 MAYOR STUESSI: The motion carries.

19 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*  
20 *#04-2023-25, RESOLUTION approving the Memorandum of*  
21 *Agreement from the Kalmar Nyckel Foundation for*  
22 *their Tall Ship to be docked at the Railroad Dock*  
23 *during August 1st, 2023 to August 14th, 2023.*  
24 *Subject to a formal agreement to be drafted by the*  
25 *Village Attorney in consultation with Mayor Stuessi*

1        *and Trustee Brennan.* So moved

2                TRUSTEE ROBINS: Second.

3                MAYOR STUESSI: All in favor?

4                TRUSTEE BRENNAN: Aye.

5                TRUSTEE DOUGHERTY-JOHNSON: Aye.

6                TRUSTEE PHILLIPS: Aye.

7                TRUSTEE ROBINS: Aye.

8                MAYOR STUESSI: Aye.

9                Any opposed?

10                        (No Response)

11                MAYOR STUESSI: The motion carries.

12                TRUSTEE PHILLIPS: I'd like to make a  
13 suggestion, that we have -- have dealt with a great  
14 many contracts previously dealing with the Tall  
15 Ships and with other ships that come in. So there  
16 may be some language -- there may be a contract  
17 that is meeting all your requirements. I think it  
18 would be great to -- I think it would be a good  
19 idea to review those to get some of the language  
20 that's already in them.

21                MAYOR STUESSI: Yeah.

22                TRUSTEE PHILLIPS: Okay?

23                MAYOR STUESSI: If Attorney Prokop can share  
24 those with us, we can review them and make  
25 decisions.

1 TRUSTEE PHILLIPS: Because there was a lot  
2 that went into creating them --

3 MAYOR STUESSI: Great.

4 TRUSTEE PHILLIPS: -- with a lot of the stuff  
5 that you were talking about.

6 ATTORNEY PROKOP: I'll circulate them. Thank you.

7 TRUSTEE ROBINS: *RESOLUTION #04-2023-26,*  
8 *RESOLUTION authorizing the attendance of any*  
9 *interested Board Member or Management Staff Member*  
10 *at the SCVOA Municipal Training session from 5:30 p.m.*  
11 *through 9:30 p.m. on May 10th, 2023 at the Hilton*  
12 *Long Island Huntington in Melville, New York at a*  
13 *cost of \$65.00 per person for the session and*  
14 *dinner, and with mileage and travel expenses to be*  
15 *reimbursed in accordance with the Village Travel*  
16 *Reimbursement Policy; and expensed from the*  
17 *corresponding account(s). So moved.*

18 TRUSTEE BRENNAN: Second.

19 MAYOR STUESSI: All in favor?

20 TRUSTEE BRENNAN: Aye.

21 TRUSTEE DOUGHERTY-JOHNSON: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE ROBINS: Aye.

24 MAYOR STUESSI: Aye.

25 Any opposed?

1 (No Response)

2 MAYOR STUESSI: The motion carries.

3 TRUSTEE BRENNAN: *RESOLUTION #04-2023-27,*  
4 *Motion to appoint Deputy Mayor, Mary Bess Phillips,*  
5 *as Village Liaison to the Village of Greenport Fire*  
6 *Department for a term of one (1) year. So moved.*

7 TRUSTEE PHILLIPS: Second.

8 TRUSTEE ROBINS: Second.

9 MAYOR STUESSI: All in favor?

10 TRUSTEE BRENNAN: Aye.

11 TRUSTEE DOUGHERTY-JOHNSON: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 TRUSTEE ROBINS: Aye.

14 MAYOR STUESSI: Aye.

15 Any opposed?

16 (No Response)

17 MAYOR STUESSI: Motion carries.

18 TRUSTEE PHILLIPS: *RESOLUTION #04-2023-28,*  
19 *Motion to appoint Village Administrator Paul J.*  
20 *Pallas as Village Safety Officer for a term of one*  
21 *(1) year. So moved.*

22 TRUSTEE DOUGHERTY-JOHNSON: Second.

23 MAYOR STUESSI: All in favor?

24 TRUSTEE BRENNAN: Aye.

25 TRUSTEE DOUGHERTY-JOHNSON: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 TRUSTEE ROBINS: Aye.

3 MAYOR STUESSI: Aye.

4 Any opposed?

5 (No Response)

6 MAYOR STUESSI: Motion carries.

7 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*

8 *#04-2023-29, Motion to reappoint John Saladino as*

9 *Chairperson of the Village of Greenport Zoning*

10 *Board of Appeals, for a term of one (1) year.*

11 So moved.

12 TRUSTEE ROBINS: Second.

13 MAYOR STUESSI: All in favor?

14 TRUSTEE BRENNAN: Aye.

15 TRUSTEE DOUGHERTY-JOHNSON: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE ROBINS: Aye.

18 MAYOR STUESSI: Aye.

19 Any opposed?

20 (No Response)

21 MAYOR STUESSI: The motion carries.

22 TRUSTEE ROBINS: *RESOLUTION #04-2023-30,*

23 *RESOLUTION approving the retainer submitted by*

24 *Sokoloff Stern LLP to represent the Village of*

25 *Greenport and respondents in the matter of*

1       *Ave11a v. Village of Greenport et. al, pursuant to*  
2       *a retainer agreement dated April 24th, 2023 and*  
3       *authorizing Mayor Stuessi to sign the retainer.*

4       So moved.

5               TRUSTEE BRENNAN: Second.

6               MAYOR STUESSI: All in favor?

7               TRUSTEE BRENNAN: Aye.

8               TRUSTEE DOUGHERTY-JOHNSON: Aye.

9               TRUSTEE PHILLIPS: Aye.

10              TRUSTEE ROBINS: Aye.

11              MAYOR STUESSI: Aye.

12              Any opposed?

13                       (No Response)

14              MAYOR STUESSI: The motion carries.

15              TRUSTEE BRENNAN: *RESOLUTION #04-2023-31,*  
16       *RESOLUTION authorizing the Village of Greenport to*  
17       *go out to public bid for the costs of demolition,*  
18       *debris removal and grading to remove the unsafe*  
19       *structures and public nuisances existing at the*  
20       *properties 320 Johnson Avenue and 224 North Street,*  
21       *Village of Greenport. So moved.*

22              TRUSTEE PHILLIPS: Second.

23              MAYOR STUESSI: All in favor?

24              TRUSTEE BRENNAN: Aye.

25              TRUSTEE DOUGHERTY-JOHNSON: Aye.



1 TRUSTEE PHILLIPS: Aye.

2 TRUSTEE ROBINS: Aye.

3 MAYOR STUESSI: Aye.

4 Any opposed?

5 (No Response)

6 MAYOR STUESSI: The motion carries.

7 TRUSTEE PHILLIPS: *RESOLUTION #04-2023-32,*  
8 *RESOLUTION authorizing the Village Attorney to make*  
9 *an application for a Court order authorizing the*  
10 *Village of Greenport to demolish and remove the*  
11 *unsafe structures located at 320 Johnson Court and*  
12 *224 North Street, Greenport and for the Village to*  
13 *remove the structures upon a certification by an*  
14 *engineer that the structure is unsafe. So moved.*

15 TRUSTEE DOUGHERTY-JOHNSON: Second.

16 MAYOR STUESSI: All in favor?

17 TRUSTEE BRENNAN: Aye.

18 TRUSTEE DOUGHERTY-JOHNSON: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE ROBINS: Aye.

21 MAYOR STUESSI: Aye.

22 Any opposed?

23 (No Response)

24 MAYOR STUESSI: The motion carries.

25 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*

1        #04-2023-33, *RESOLUTION* approving all checks per  
2        the *Voucher Summary Report* dated April 25th, 2023,  
3        in the total amount of \$1,040,696.80 consisting of:

4           o All regular checks in the amount of  
5        \$919,208.01, and

6           o All prepaid checks (including wire  
7        transfers) in the amount of \$121,488.79.

8           So moved.

9           TRUSTEE ROBINS: Second.

10          MAYOR STUESSI: All in favor?

11          TRUSTEE BRENNAN: Aye.

12          TRUSTEE DOUGHERTY-JOHNSON: Aye.

13          TRUSTEE PHILLIPS: Aye.

14          TRUSTEE ROBINS: Aye.

15          MAYOR STUESSI: Aye.

16          Any opposed?

17                        (No Response)

18          MAYOR STUESSI: The motion carries.

19          Does anybody else have any additional  
20        business in this meeting?

21                        (No Response)

22          MAYOR STUESSI: With that, I will make a  
23        motion to close the meeting.

24          TRUSTEE PHILLIPS: Second.

25          MAYOR STUESSI: All in favor?

1 TRUSTEE BRENNAN: Aye.

2 TRUSTEE DOUGHERTY-JOHNSON: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE ROBINS: Aye.

5 MAYOR STUESSI: Aye.

6 Any opposed?

7 (No Response)

8 MAYOR STUESSI: The meeting is closed.

9 (The Meeting was Adjourned at 6:44 p.m.)

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C E R T I F I C A T I O N

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

I, LUCIA BRAATEN, a Court Reporter and Notary Public for and within the State of New York, do hereby certify:

THAT, the above and foregoing contains a true and correct transcription of the proceedings taken on April 27, 2023.

I further certify that I am not related to any of the parties to this action by blood or marriage, and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of May, 2023.

*Lucia Braaten*  
 \_\_\_\_\_  
 Lucia Braaten

BOARD OF TRUSTEES  
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING CONTRACTS FOR  
LEAD DUST AND PAINT ABATEMENT  
AND CERTIFICATION

WHEREAS the Village of Greenport has obtained quotations from Restoration Experts of NY, Inc. for the abatement of lead dust and paint and from CNS Environmental Corp. for the monitoring and certification of the abatement work to be done by Restoration Experts of NY, Inc. at the Greenport Carousel, 115 Front Street, Greenport, New York; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Village of Greenport with respect to the abatement and testing based on the potential for impacts to the public and decided to proceed with the consideration of the two proposals as an emergency action under the Village of Greenport procurement policy, pending consideration and review of the potential of impacts on the environment as may be determined by a proper SEQRA review; it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the grant application; and it is further

RESOLVED that the Board of Trustees hereby determines that the consideration and approval of the two agreements, and the lead paint dust and paint abatement and testing work to be done under the two contracts is an Unlisted Action for purposes of SEQRA; and it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the approval of the contracts and the abatement and testing work to be done at the Carousel; by the Village of Greenport;

Will not have a significant negative impact on the environment in the area, and;

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

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

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

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

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

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

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

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

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

Upon motion by Trustee

Seconded by Trustee

This resolution is carried as follows:

In Favor: \_\_\_\_\_

Against: \_\_\_\_\_

Abstain: \_\_\_\_\_

Dated: April 25, 2023

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2023    Period: 4                          Trans Type: B2 - Amend                          Status: Batch  
 Trans No: 5171                          Trans Date: 04/13/2023                          User Ref: STEPHEN  
 Requested: D. JACOBS                          Approved:                          Created by: STEPHEN                          04/13/2023  
 Description: TO APPROPRIATE GENERAL FUND RESERVES TO FUND THE PURCHASE AND  
 INSTALLATION OF 2 SPLIT A/C UNITS TO REPLACE FAILED A/C UNIT AT RADIO  
 TOWER BUILDING                          Account # Order: No  
 Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	12,100.00
A.1620.300	RADIO TOWER EXP..	12,100.00
<b>Total Amount:</b>		<u>24,200.00</u>





**MEMORANDUM OF AGREEMENT BETWEEN**  
**UNITED STATES COAST GUARD SECTOR LONG ISLAND SOUND**  
**AND**  
**GREENPORT FIRE**  
**DEPARTMENT**  
**REGARDING**  
**STANDARD OPERATING PROCEDURES WHEN TRAINING OR OPERATING IN**  
**SUPPORT OF COAST GUARD MARITIME SEARCH AND RESCUE AND OTHER**  
**COAST GUARD MISSIONS**

1. **PARTIES:** The parties to this Agreement are United States Coast Guard (USCG) Sector Long Island Sound and the Greenport Fire Department.
  
2. **AUTHORITY:** This Agreement is authorized under the provisions of:
  - a. 14 U.S.C. § 141. Cooperation with other agencies, States, territories, and political subdivisions.
  
  - b. 33 CFR 6.04-5. Federal On-Scene Coordinator.
  
  - c. United States National Search and Rescue Supplement to the International Aeronautical and Maritime Search and Rescue Manual, May 2000.
  
  - d. COMDTINST M16130.2F, U.S. Coast Guard Addendum to the U.S. National Search and Rescue Supplement to the International Aeronautical and Maritime Search and Rescue Manual.
  
3. **PURPOSE:** The purpose of this Agreement is to outline the tactics and training that signatories will follow in support of maritime search and rescue responses and other Coast Guard missions. The goal of this agreement is to standardize training, foster interagency relationships, promote the effective use of personnel, encourage cooperative effort, and ensure the timely interchange of information to permit proper planning, communication, and execution of maritime responses.
  
4. **RESPONSIBILITIES:**
  - a. **The United States Coast Guard:**
    - 1) All maritime search and rescue operations involving the Coast Guard will be under the tactical control of USCG Sector Long Island Sound as the Search and Rescue Mission Coordinator (SMC) per authorities stated above in paragraph 2. Situations involving a missing person, death, drowning or accident will be coordinated by the appropriate local incident commander in accordance with current procedures. When Greenport Fire Department is responding to assist in joint operations will work within one unified command post and coordinate communications or operations in accordance with the incident command system.
  
    - 2) Any pollution or hazmat response required as a result of a maritime event, such as a vessel fire or vessel sinking, will be coordinated through USCG Sector Long Island Sound as the pre-designated Federal On-Scene Coordinator and the responding agencies/local incident commander per the National Contingency Plan/Area Contingency Plan. When the Greenport Fire Department is responding to assist in joint operations they will work within one unified command post and coordinate communications/operations with the local incident commander in accordance with the incident command system. State notifications will be as per existing policies and guidelines.
  
    - 3) USCG Sector Long Island Sound will verify, make available, and provide initial standardized training and annual refresher training to members of the Greenport Fire Department's marine units. The training will include, but is not limited to, search and rescue, search planning methods, personal protective equipment (PPE), and execution of search patterns.

- 4) USCG Sector Long Island Sound will support local Fire Departments in the event of a maritime fire. Fires onboard vessels moored or anchored within the respective fire department's district (Area of Responsibility) or on waters adjacent to the appropriate fire district will be under the control of the local fire chief in charge. State notification will be as per existing policies and guidelines.
- 5) Fires onboard vessels underway or anchored outside the local fire district will be under the control of USCG Sector Long Island Sound and coordinated with the chief of the closest fire department and the local marine police unit. State notification will be as per existing policies and guidelines.

**b. State, Local or Individual Agency:**

- 1) All Greenport Fire Department vessel operations in support of USCG missions, including prerequisite training, will be conducted in accordance with the guidance and training received from the USCG. Accordingly, Greenport Fire Department's vessels and crew will attend initial standardized training and annual refresher training provided by the local Coast Guard Stations, or as validated by USCG Sector Long Island Sound regarding maritime search and rescue. Without such training a Greenport Fire Department's asset cannot be used within the Coast Guard's SAROPS program for determining "Probability of Success," and shall be considered an invalid asset for support to the Coast Guard search and rescue mission due to an increased risk through invalidated training.
- 2) All Greenport Fire Department vessel operations, including training, are expected to comply with the proper PPE standards based on the prevalent conditions as addressed during training and listed on the risk/hazard assessment. Greenport Fire Department will be responsible for establishing, procuring, training, and enforcing use of their PPE, which includes wearing lifejackets at all times when operating, or serving as a crewman on an agency vessel.
- 3) Fires onboard vessels moored or anchored within the respective fire department's district (Area of Responsibility) or on waters within the appropriate fire district, according to local boundaries, will be under the control of the local fire chief in charge. State notification will be as per existing policies and guidelines.
- 4) Anytime a Greenport Fire Department vessel is underway engaged in operations under the tactical control of USCG Sector Long Island Sound, communications will be shifted to the Coast Guard On-Scene Coordinator or nearest Coast Guard unit for monitoring and a communication schedule will be established. If encrypted AIS is deployed then the Greenport Fire Department vessels should use encrypted mode (Secured TX) as the default operating mode.
- 5) Any pollution or hazmat response required as a result of a maritime event, such as a vessel fire or vessel sinking, will be coordinated through USCG Sector Long Island Sound as the pre-designated Federal On-Scene Coordinator and the responding agencies/local incident commander per the National Contingency Plan/Area Contingency Plan. When Greenport Fire Department is responding to assist in joint operations they will work within one unified command post and coordinate communications/operations with the local incident commander in accordance with the incident command system. State notifications will be as per existing policies and guidelines.

**c. Diving Agencies:**

- 1) Diving operations at scenes of accidents, drowning, or missing persons will be conducted under the coordination of the Incident Commander in the jurisdiction in which the event occurs. State notification **will** be per existing policies and guidelines.

**5. POINTS OF CONTACT:**

**Commander,**  
**USCG Sector LIS**  
120 Woodward Ave  
New Haven, CT06512  
(203) 468-4401  
SectorLISCommandCenter@uscg.mil

**Officer in Charge**  
**USCG Station Jones Beach**  
1 West End Boat Basin  
Freeport, NY 11520  
(516) 785-2995

**Officer in Charge**  
**USCG Station New Haven**  
120 Woodward Ave  
New Haven, CT 06512  
(203) 468-4495

**Officer in Charge**  
**USCG Station Fire Island**  
1 Rescue Rd  
Babylon, NY 11702  
(631) 661-9101

**Officer in Charge**

**Officer in Charge**



USCG Station Eatons Neck  
12 Lighthouse Rd.  
Northport, NY 11768  
(631) 261-6959

USCG Station Montauk  
69 Star Island Rd  
Montauk, NY 11954  
(631) 668-2773

**Commanding Officer**

USCG Station New London  
100 Bowditch St  
New London, CT 06320  
(860) 442-4477

**Commanding Officer**

USCG Station Shinnecock  
100 Foster Ave  
Hampton Bays, NY 11946  
(631) 728-00780

Rev 3.0, Last Updated: 01 June, 2021

**MEMORANDUM OF AGREEMENT BETWEEN  
UNITED STATES COAST GUARD SECTOR LONG ISLAND SOUND  
AND  
GREENPORT FIRE  
DEPARTMENT  
REGARDING  
STANDARD OPERATING PROCEDURES WHEN TRAINING OR OPERATING IN  
SUPPORT OF COAST GUARD MARITIME SEARCH AND RESCUE AND OTHER  
COAST GUARD MISSIONS**

6. **CONFLICT OF LAW:** Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the Coast Guard or Department of Homeland Security or the Greenport Fire Department listed in this Agreement. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions shall remain in full force and effect.
7. **REIMBURSEMENT:** The parties understand that this Agreement does not obligate any signatory to pay or reimburse another for any activities undertaken pursuant to this Agreement, if any, unless such payment reimbursement is approved in advance in accordance with applicable Federal procurement regulations. Absent such prior approval, each entity listed shall bear its own costs incurred while providing assistance, including, but not limited to, costs related to fuel, maintenance, personnel costs, or post-assistance actions. Nothing herein, however, shall be construed as limiting an entity's ability to seek or receive grants or other funding from the Federal government, State government, the subject of the response, or another source as applicable by law.
8. **NO AGENCY CREATED:** No agency relationship is created by the Agreement. Non-Federal personnel shall not be deemed Federal officers, employees of the Federal government, as defined and provided for in Title 5 of the *United States Code*, for any purposes. They shall not be deemed a Federal employee for the purposes of any law or regulation administered by the Federal Office of Personnel Management, nor shall any such member listed be entitled to any additional pay, allowance, or inducement from the Federal government. Nothing in this Agreement creates any employment status or requires Coast Guard Sector Long Island Sound to provide any employment or disability benefits to any employee.
9. **INDEMNIFICATION:** The Coast Guard does not agree to indemnify the Greenport Fire Department, or its member(s), for any matter arising out of activities related to this Agreement; as such a promise would violate Federal law. See 31 U.S.C. § 1341.
10. **EFFECTIVE DATE:** The terms of this agreement will become effective upon execution of this memorandum and upon written acceptance all signatures on this agreement.

11. **MODIFICATION:** This agreement may be modified upon mutual written consent of the parties.

12. **TERMINATION:** The terms of this agreement, as modified with the consent all applicable parties, will remain in effect, unless terminated by either party, for two years from the date signed. The agreement may be extended by mutual written agreement of the parties. Either party, upon 14 days written notice to the other party, may terminate this agreement.

APPROVED BY:

**Greenport Fire Department**

\_\_\_\_\_  
NAME HERE

Chief, Greenport Fire  
Department

Date:.....

UNITED STATES OF AMERICA

\_\_\_\_\_  
DEPARTMENT OF HOMELAND SECURITY

\_\_\_\_\_  
U.S. COAST GUARD

\_\_\_\_\_  
EVA VANCAMP

\_\_\_\_\_  
Captain, U.S. Coast Guard

\_\_\_\_\_  
Commander, Sector Long Island

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

**BID FORM**

**THE REPAIR OF, OR REMOVAL AND REPLACEMENT OF, ROOFS AT SPECIFIED VILLAGE OF GREENPORT LOCATIONS - 2023**

Village of Greenport  
236 Third Street  
Greenport, New York 11944

Bidders:

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

Name of Bidder:

M.D.B construction Corp

Address of Bidder:

5 split RAIL PL COMPANY NY 11725

EIN No:

20-1760490


Contact Phone No,

631-499-5850

Contact E-Mail:

DiBella Reef@Verizon.net

Signature:



Signed By (printed name):

MICHAEL DiBELLA

Title:

President

Date:

3-1-23



THE REPAIR OF, OR REMOVAL AND REPLACEMENT OF, ROOFS AT SPECIFIED VILLAGE OF GREENPORT LOCATIONS - 2023

BID FORM (CONTINUED)

Name of Bidder:

M.D.B CONSTRUCTION CORP

THE REPAIR OF, OR REMOVAL AND REPLACEMENT OF, ROOFS AT SPECIFIED VILLAGE OF GREENPORT LOCATIONS - 2023

**GENERAL DESCRIPTION OF WORK:** The work to be performed consists principally of the repair of, or replacement and removal of, roofing shingles along with associated replacement and repairs to deteriorated underlying wood sheathing as per the attached specifications in Exhibit A.

PROPERTY NAME(S)	Repair Lump Sum Price: Includes all materials, labor, supplies, equipment, transport, incidentals, disposal, etc. (Words)	Lump Sum Price (Numerals)	Replacement Lump Sum Price: Includes all materials, labor, supplies, equipment, transport, incidentals, disposal, etc. (Words)	Lump Sum Price (Numerals)
Wastewater Treatment Plant lab and office			Twenty three thousand four hundred	23,400.00
Wastewater Treatment Plant polymer and storage building			Twelve thousand six hundred	12,600.00
Wastewater Treatment 6 <sup>th</sup> Street and Claudio's pump stations:			Six thousand five hundred	6,500.00
Station Two Fire House (Flint Street)			Twenty eight thousand four hundred	28,400.00
Village Hall roof main Building			Five thousand two hundred	5,200.00
Village Hall exterior sloped basement entrance			Five thousand two hundred	5,200.00
Road Barn Annex Building (Sixth Street)			Sixteen thousand six hundred	16,600.00

THE REPAIR OF, OR REMOVAL AND REPLACEMENT OF, ROOFS AT SPECIFIED VILLAGE OF  
GREENPORT LOCATIONS - 2023

BID FORM (CONTINUED)

Name of Bidder: MDB Contractors Corp

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

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

Signature: [Handwritten Signature]

Title: President

Date: 3-1-23



# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2023	Period: 3	Trans Type: B2 - Amend	Status: Batch
Trans No: 5166	Trans Date: 03/23/2023	User Ref: STEPHEN	
Requested: D. JACOBS	Approved:	Created by: STEPHEN	03/23/2023
Description: TO APPROPRIATE ELECTRIC FUND RESERVES TO FUND ANNUAL WATER TREATMENT CONTRACT FOR COOLING WATER FOR ENGINES		Account # Order: No	
		Print Parent Account: No	

Account No.	Account Description	Amount
E.0714.310	WATER BILLINGS & CHEMICALS..	10,800.00
E.5990	APPROPRIATED FUND BALANCE	10,800.00
	<b>Total Amount:</b>	<u>21,600.00</u>

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2023	Period: 3	Trans Type: B2 - Amend	Status: Batch
Trans No: 5167	Trans Date: 03/30/2023	User Ref: STEPHEN	
Requested: A. HUBBARD	Approved:	Created by: STEPHEN	03/30/2023
Description: TO APPROPRIATE SEWER FUND RESERVES TO PURCHASE NEW CHAINS FOR THE BNR ROTORS AT THE WASTEWATER TREATMENT PLANT			Account # Order: No
			Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	28,760.00
G.8130.204	MAJOR EQUIP REPAIRS/PURCHASES..	28,760.00
<b>Total Amount:</b>		<u><u>57,520.00</u></u>

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2023 Period: 4 Trans Type: B2 - Amend Status: Batch  
 Trans No: 5168 Trans Date: 04/06/2023 User Ref: STEPHEN  
 Requested: P. PALLAS Approved: Created by: STEPHEN 04/06/2023  
 Description: TO APPROPRIATE RESERVES TO FUND VILLAGE HALL SERVER FIREWALL APPLIANCE AND INSTALLATION Account # Order: No  
 Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	8,245.00
A.8843.900	TRANSFER TO CAPITAL..	8,245.00
H.1620.210	VILLAGE BLDG IT..	8,245.00
H.2816.500	TRANSFER FROM GENERAL..	8,245.00
<b>Total Amount:</b>		<u>32,980.00</u>

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2023 Period: 4 Trans Type: B2 - Amend Status: Batch  
 Trans No: 5169 Trans Date: 04/06/2023 User Ref: STEPHEN  
 Requested: P. PALLAS Approved: Created by: STEPHEN 04/06/2023  
 Description: TO APPROPRIATE RESERVES TO FUND THE PURCHASE, INSTALLATION, AND LICENSING OF A NEW SERVER AT VILLAGE HALL  
 Account # Order: No  
 Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	27,230.00
A.8843.900	TRANSFER TO CAPITAL..	27,230.00
H.1620.210	VILLAGE BLDG IT..	27,230.00
H.2816.500	TRANSFER FROM GENERAL..	27,230.00
<b>Total Amount:</b>		<u>108,920.00</u>

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2023 Period: 4 Trans Type: B2 - Amend Status: Batch  
 Trans No: 5170 Trans Date: 04/13/2023 User Ref: STEPHEN  
 Requested: P. PALLAS Approved: Created by: STEPHEN 04/13/2023  
 Description: TO APPROPRIATE ELECTRIC, WATER, AND SEWER RESERVES TO FUND THE MATERIALS AND LABOR TO INSTALL ELECTRICAL, WATER, AND SEWER HOOKUPS FOR THE MINI RAILROAD PROJECT  
 Account # Order: No  
 Print Parent Account: No

Account No.	Account Description	Amount
E.5990	APPROPRIATED FUND BALANCE	2,134.00
E.0714.340	SUPPLIES & MISC EXPENSE..	2,134.00
F.5990	APPROPRIATED FUND BALANCE	2,134.00
F.8310.413	SPECIAL SERVICES..	2,134.00
G.5990	APPROPRIATED FUND BALANCE	2,426.00
G.8110.411	MISCELLANEOUS EXPENSE..	2,426.00
<b>Total Amount:</b>		<b>13,388.00</b>

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2023 Period: 4 Trans Type: B2 - Amend Status: Batch  
 Trans No: 5173 Trans Date: 04/26/2023 User Ref: STEPHEN  
 Requested: R. ALBANESE Approved: Created by: STEPHEN 04/26/2023  
 Description: TO APPROPRIATE GENERAL FUND RESERVES TO FUND A FENCE TO PLACE AROUND MITCHELL PARK AND CAROUSEL TRANSFORMERS  
 Account # Order: No  
 Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	12,100.00
A.7230.401	MITCHELL MARINA CONTRACTUAL EXP	12,100.00
<b>Total Amount:</b>		<u>24,200.00</u>



April 11, 2023

Mr. Paul J. Pallas, P.E.  
Village Administrator  
Village of Greenport  
236 Third Street  
Greenport, NY 11944  
Via E-mail: [pjpallas@greenportvillage.org](mailto:pjpallas@greenportvillage.org)

**RE: Additional Professional Engineering Services Request #1 to Amend the Feasibility Study for the Reuse of Effluent From the Village of Greenport's Wastewater Treatment Plant – 2022 per NYSDEC to Procure Grant Funds from NYSEFC  
H2M Project No.: GRPT2101**

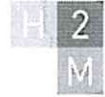
Dear Mr. Pallas, P.E.,

H2M architects + engineers (H2M) is pleased to submit this proposal to the Village of Greenport (Village) to provide additional professional engineering services to amend the Feasibility Study for the Reuse of Effluent from the Village of Greenport's Wastewater Treatment Plant (Feasibility Study), dated 2022 per NYSDEC to procure grant funds from NYSEFC. After completion of the Feasibility Study, NYSDEC requested the Village to amend the document to include the following information before NYSEFC Engineering Planning Grant (EPG) funds, which have already been allocated for this project, can be released to the Village:

1. A map showing any environmental justice areas. If there are none within the project area, please state so.
2. A filled-out engineering report certification.
3. A filled-out smart growth assessment form.
4. Geological conditions (soil type, depth to bedrock and groundwater, slope if significant).
5. Floodplain considerations.
6. Populations trends and growth
  - a. US Census data for the last 20 years, or the Period of Probable Usefulness (PPU), if available.
  - b. Discuss any planned or anticipated development.
7. History of damage due to storm or flood impacts, including elevation of floodwaters.
8. Briefly provide information regarding sources of income, current rate schedules, other capital improvement programs, and status of existing debts and required reserve accounts.
9. The report should clarify that a new SPDES permit will be needed, not a modification to the existing one. This new permit will require a full technical review by NYSDEC and will require a public comment period. These two reviews should take approximately 60 days and should be reflected in the project schedule. Any other necessary permits and/or approvals needed before approval of design comments should be noted and be included in the schedule.
10. Include descriptions of planned community engagement.
11. Discuss anticipated procurement methods and plan of contracts.

In addition to the above listed scope items, H2M will also plan to attend one (1) virtual format meeting with NYSDEC to review the amended information prior to finalizing the resubmission of the Feasibility Study for release of EPG funds.

Approval of this request for the additional professional engineering services would be considered the first amendment to the scope of services performed under our standing agreement with the Village. H2M proposes to provide the scope of services summarized above based on an hourly rate basis with an initial not-to-exceed budget of **\$3,500**. This initial budget would not be exceeded without prior written authorization from the Village. A copy of our rate schedule has been included at the end of this letter for your reference.



Outside expenses, if incurred, such as express mailings, photocopies, purchase of documents from agencies, etc. will be billed as reimbursable expenses at our direct cost. Mileage, if incurred, will be billed at the current rate authorized by the Internal Revenue Service (IRS). Invoices will be issued monthly and include a detailed description of services and a breakdown of reimbursable expenses.

The offer to perform the proposed services shall remain open for ninety (90) days from the date of this letter. Time extension for this proposal shall be in writing only. Upon receipt of Village authorization, we will commence work on this amendment.

Thank you for the opportunity to continue to assist the Village on this important project. Please feel free to contact me at (631) 756-8000 ext. 1428 should you have any questions or require additional information.

Very Truly Yours,

H2M architects + engineers

Nicholas F. Bono, P.E.  
Assistant Vice President  
Deputy Director – Wastewater Engineering

Cc: Christopher A. Weis, P.E. (H2M)



2023 Rate Schedule

Classification	Rate
MARKET DIRECTOR	\$300
OFFICE DIRECTOR	\$300
PRACTICE LEADER/MANAGER-ENG	\$270
DEPUTY DISCIPLINE DIRECTOR	\$255
SR. PROJECT ENGINEER 1	\$190
PROJECT ENGINEER 2	\$170
STAFF ENGINEER 2	\$130

Rates updated annually in January



April 13, 2023

## MUNICIPAL ADVISOR SERVICES AGREEMENT

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

### RECITALS

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

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

### AGREEMENT

NOW THEREFOR, the Parties agree as follows:

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

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

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

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

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

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

*[Signature page follows]*

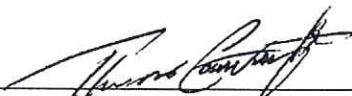
**SIGNATURE PAGE**

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

**VILLAGE OF GREENPORT**

**MUNISTAT SERVICES, INC.**

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

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

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

Name: Tom Cartwright

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

Title: Vice President



## APPENDIX A

### SERVICES

Munistat shall provide, upon request, services related to the issuance of debt, as applicable, and set forth below. The Village acknowledges and agrees that most tasks requested by the Village will not require all the services described below, and as such, the specific scope of services for such task shall be limited to those services required to complete the transaction. Any material changes in or additions to the scope of services described below shall be promptly reflected in an amendment to this Agreement.

#### Bond Financings:

- Meet with appropriate Village Officials to discuss plan of finance and establish the timeline.  
  
Preparation of maturity and estimated debt service schedules for bond issues in accordance with Local Finance Law.
- We will assist the Village with the preparation of the Official Statement, based on information provided by the Village and/or third parties, including Bond Counsel for certain language relating to legal matters. Munistat will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Preliminary Official Statement or Official Statement, and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information.
- We distribute Official Statements and/or Notices of Sale to the investment community through various information repositories and post the documents on “Ipreo”, a third party, distribution and electronic bidding platform.
- If necessary, we submit requested documents and information to the rating agencies and, if we feel the situation warrants, we will make an appointment with a credit analyst in order to present our views regarding the Village’s rating.
- Prior to the bond sale, we submit the required information to the CUSIP Service Bureau. It is generally the function of bond counsel and the underwriter to ensure that the bonds are printed in correct form and on a timely basis.
- For issues over \$5 million, we ensure the publication of the Notice of Sale for bond issues within the required time limits.
- For issues over \$5 million, we prepare the Debt Statement for certain bond issues and file it with the State Comptroller’s office.
- We handle the bid opening at our office and verify the calculation of the winning bid.
- We coordinate the financial details of the closing with the Village, bond counsel, the underwriter, and the bond insurance company (if applicable).
- We coordinate the preparation of the Final Official Statement with the underwriter, bond counsel and, where applicable, the bond insurance company.

- We prepare the final Debt Service Schedule (and, where applicable, the apportionments of such overall Debt Service Schedule into the appropriate funds), and distribute copies of such schedules to the issuer, and bond counsel.

**Note Financings:**

- Meet with appropriate Village Officials to discuss plan of finance and establish the timeline.
- We will assist the Village with the preparation of the Official Statement, based on information provided by the Village and/or third parties, including Bond Counsel for certain language relating to legal matters. Munistat will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Preliminary Official Statement or Official Statement, and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information.
- We distribute Official Statements and Notices of Sale to the investment community through various information repositories and post the documents on “Ipreo”, a third party, distribution and electronic bidding platform.
- Prior to the sale, we submit the required information to the CUSIP Service Bureau. It is generally the function of bond counsel and the underwriter to ensure that the bonds are printed in correct form and on a timely basis.
- We handle the bid opening at our office and verify the calculation of the winning bid.
- We coordinate the financial details of the closing with the Village, bond counsel, the underwriter, and the bond insurance company (if applicable).
- We coordinate the preparation of the Final Official Statement with the underwriter, bond counsel and, where applicable, the bond insurance company.
- We prepare the computation of note interest and principal payment due (and, where applicable, the apportionments of such overall payments due into the appropriate funds), and distribute copies of such schedules to the issuer.

**EFC Financings:**

- We assist the Village in short-term and long-term financings with the Environmental Facilities Corporation. Such financings require much of the services described above. Additional services include, but are not limited to: coordinate the collection of financial and operating information during the application process, participation in conference calls, prepare various estimated debt service schedules, determine amounts to be included in ensuing operating budgets, and tax impact analysis.

**Lease Financings:**

- If appropriate, we assist the Village in lease financings (energy performance contract, vehicle, LED lighting, etc.). Such services include but are not limited to: coordinate the collection of financial and operating information, verify and analyze the projected cash flows, draft the Request for Proposals, accept the bids via competitive public sale on the lease and help determine the award, prepare various estimated debt service schedules, determine amounts to be included in ensuing operating budgets, and coordinate the closing.

**Continuing Disclosure:**

- In accordance with SEC Rule 15c2-12 and the Undertaking to Provide Continuing Disclosure as executed by the Village in connection with the sale of certain bonds and delivered at the closing for such bonds, the Village may be obligated to file a Statement of Annual Financial and Operating Information with the Electronic Municipal Market Access System (“EMMA”) according to the Agreement. When necessary, we are available to help the Village to ensure compliance with its Continuing Disclosure Undertakings.



## APPENDIX B

### FEES AND EXPENSES

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

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

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

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

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

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

## APPENDIX C

### DISCLOSURE OF CONFLICTS OF INTEREST

#### **Fixed Fee**

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

#### **Contingent Compensation**

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

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

#### **Other Material Conflicts of Interest**

Munistat Services, Inc. has determined, after exercising reasonable diligence, that it has no other known material conflicts of interest that would impair its ability to provide advice to the Village in accordance with its fiduciary duty to municipal entity clients. To the extent any such material conflicts of interest arise after the date of this Agreement, Munistat Services, Inc. will provide information with respect to such conflicts in the form of a written amendment or supplement to this Agreement.



## Jeanmarie Oddon

---

**From:** jwpgreenport@aol.com  
**Sent:** Tuesday, April 25, 2023 2:05 PM  
**To:** Jeanmarie Oddon; Stephen Gaffga  
**Subject:** Fwd: Munistat Agreement attached  
**Attachments:** GreenprortVL Agreement 2023.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

**Categories:** Purple category

here is the munistat agreemnet for the agenda

-----Original Message-----

**From:** jwprokopesq@aol.com <jwprokopesq@aol.com>  
**To:** jwpgreenport@aol.com <jwpgreenport@aol.com>  
**Sent:** Tue, Apr 25, 2023 1:47 pm  
**Subject:** Fw: Munistat Agreement attached

----- Forwarded Message -----

**From:** Noah Nadelson <nnadelson@munistat.com>  
**To:** jwprokopesq@aol.com <jwprokopesq@aol.com>; jmoddon@greenportvillage.org <jmoddon@greenportvillage.org>  
**Cc:** Tom Cartwright <tcartwright@munistat.com>  
**Sent:** Tuesday, April 25, 2023 at 01:23:00 PM EDT  
**Subject:** Munistat Agreement attached

Noah Nadelson  
Chief Executive Officer  
Munistat Services, Inc.  
12 Roosevelt Avenue  
Port Jefferson Station, NY 11776  
Office - 631-331-8888  
Cell - 631-245-0599  
Fax - 631-331-8834  
[nnadelson@munistat.com](mailto:nnadelson@munistat.com)



BOARD OF TRUSTEES  
VILLAGE OF GREENPORT

RESOLUTION APPROVING AND AUTHORIZING  
MAYOR STUESSI TO SIGN A RETAINER AGREEMENT WITH  
SOKOLOFF STERN LLP

WHEREAS the Village of Greenport has received an Article 78 petition in the matter of Avella v. Village of Greenport, et al, and it is necessary for the Village to retain the services of counsel to defend the interests of the Village in that proceeding; and

WHEREAS the firm of Sokoloff Stern LLP is representing the Village of Greenport in a related matter with the similar claims and parties; and

WHEREAS Sokoloff Stern LLP has submitted a retainer for consideration to represent the Village of Greenport in the matter of Avella v. Village of Greenport et. al, a copy of which is attached to this resolution; and

WHEREAS the Board of Trustees has determined it is in the best interest of the Village of Greenport that the Board of Trustees retain Sokoloff Stern LLP to represent the Village in this matter; it is therefore

RESOLVED that the Board of Trustees hereby approves the retainer agreement submitted by Sokoloff Stern LLP on April 24, 2023 and authorizes Mayor Stuessi to sign the retainer.

Upon motion by Trustee

Seconded by Trustee

This resolution is carried as follows:

In Favor: \_\_\_\_\_

Against: \_\_\_\_\_

Abstain: \_\_\_\_\_

Dated: April 25, 2023

BOARD OF TRUSTEES  
VILLAGE OF GREENPORT

RESOLUTION AUTHORIZING THE VILLAGE OF GREENPORT  
TO PUBLICLY BID FOR PROPOSALS FOR THE  
DEMOLITION OF REMAINING STRUCTURES  
AND REMOVAL OF DEBRIS AND GRADING OF  
TWO PROPERTIES IN THE VILLAGE

WHEREAS Chapter 90 Nuisances of the Greenport Village Code provides that a building or property that has been declared to be unsafe and a premises that constitutes a public nuisance under the criteria of Chapter 90 may be declared a public nuisance and then after certain actions and procedures, and notifications to the owner, an unsafe structure or condition on the property may be demolished and removed, and the property graded, by the Village, if the owner of the property does not comply with the notice of public nuisance; and

WHEREAS two properties in the Village of Greenport, 320 Johnson Court, and 224 North Street, have been determined to be public nuisances and unsafe, requiring the demolition of the structures or portions of structures that are remaining on the properties in the event that the respective owners do not correct or remove the nuisances on the properties pursuant to posted notices; and

WHEREAS it is necessary to publicly bid the cost of the demolition, clearing and grading of the two properties as the total cost of that work is expected to exceed the threshold for public bidding under the Village procurement policy and the New York State General Municipal Law; it is therefore

RESOLVED that the Board of Trustees hereby authorizes the Village of Greenport to publicly bid the cost of demolition, clearing and grading the properties 320 Johnson Court and 224 North Street, which are in the process of the notification of public nuisance pursuant to Chapter 90, and further directs that the Village issue and undertake that public bidding process for the described work.

Upon motion by Trustee

Seconded by Trustee

This resolution is carried as follows:

In favor: \_\_\_\_\_

Against: \_\_\_\_\_

Abstain: \_\_\_\_\_

Dated: April 25, 2023



BOARD OF TRUSTEES  
VILLAGE OF GREENPORT

RESOLUTION AUTHORIZING THE VILLAGE OF GREENPORT  
TO OBTAIN A COURT ORDER FOR THE DEMOLITION AND  
REMOVAL OF AN UNSAFE STRUCTURE LOCATED AT  
224 NORTH STREET, VILLAGE OF GREENPORT

WHEREAS Chapter 90 Nuisances of the Greenport Village Code provides that a building or property that has been declared to be unsafe and a premises that constitutes a public nuisance under the criteria of Chapter 90 may be declared a public nuisance and then after certain actions and procedures, and notification to the owner, a court order may be obtained ordering that a structure remaining on the premises may be demolished and removed and the property graded by the Village, if the owner does not comply with a notice of public nuisance; and

WHEREAS the property 224 North Street, Greenport, has been determined to be a public nuisance within the criteria of Chapter 90 of the Greenport Village Code, and the Village of Greenport has requested that an engineer provide a certification as to whether the structure on the property is unsafe; and

WHEREAS it is the intention of the Village of Greenport to demolish the structure on the property 224 North Street, upon a determination that the building is unsafe, in the event that the owner of the property does not correct or remove the nuisance; and

WHEREAS pursuant to Chapter 90 of the Greenport Village Code the Village of Greenport is required to obtain an order from a Court in order to demolish an unsafe building or structure; it is therefore

RESOLVED that the Board of Trustees hereby authorizes Village Attorney Prokop to take the necessary actions on behalf of the Village of Greenport to obtain a Court order allowing the Village of Greenport to demolish and remove the structure located on the property 224 North Street, Greenport, New York.

Upon motion by Trustee

Seconded by Trustee

This resolution is carried as follows:

In Favor: \_\_\_\_\_

Against: \_\_\_\_\_

Abstain: \_\_\_\_\_

Dated: April 25, 2023