

1 VILLAGE OF GREENPORT

2 COUNTY OF SUFFOLK : STATE OF NEW YORK

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3 BOARD OF TRUSTEES

4 REGULAR SESSION

5 -----x

6
7 Station One Firehouse

8 Third and South Streets

9 Greenport, New York 11944

10 October 26, 2023

11 6:00 p.m.

12
13 B E F O R E:

14 KEVIN STUESSI - MAYOR

15 MARY BESS PHILLIPS - DEPUTY MAYOR/TRUSTEE

16 PATRICK BRENNAN - TRUSTEE

17 LILY DOUGHERTY-JOHNSON - TRUSTEE

18 JULIA ROBINS - TRUSTEE

19
20 BRIAN STOLAR - VILLAGE ATTORNEY

21 PAUL PALLAS - VILLAGE ADMINISTRATOR

22 CANDACE HALL - VILLAGE CLERK

1 (The Meeting was Called to Order at 6 p.m.)

2 MAYOR STUESSI: I'd like to make a motion to
3 open the Regular Session meeting of the October 26th
4 Board of Trustees meeting. May I have a second,
5 please?

6 TRUSTEE ROBINS: Second.

7 MAYOR STUESSI: All in favor?

8 TRUSTEE ROBINS: Aye.

9 TRUSTEE BRENNAN: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE DOUGHERTY-JOHNSON: Aye.

12 MAYOR STUESSI: Aye.

13 With that, please stand for the Pledge of Allegiance.

14 (Pledge of Allegiance)

15 MAYOR STUESSI: Please continue standing for a
16 moment of silence for the following Village
17 residents: Sara Flythe, Dorothy Elizabeth Mazzaferro,
18 Carmela Schiavoni, and the 18 lives that were lost in
19 Maine late last night.

20 (Moment of Silence)

21 MAYOR STUESSI: Please be seated. All right.
22 We have a few announcements this evening.

23 Village Hall will be closed over the
24 Thanksgiving Holiday, on Thursday, November 23rd and
25 Friday, November 24th.

1 The November Regular Session will be held on
2 Monday, November 27th, after the holiday weekend.

3 Effective immediately, there will be more
4 limited print copies of meeting agendas and related
5 documents available at Village meetings. QR Codes
6 with the agendas and related documents will be
7 available for those who are able to follow along on
8 their devices.

9 the Deer Lottery Program, which was delayed due
10 to the train installation, and the map has been
11 changed accordingly to make certain that hunters
12 aren't near the train tracks. Applications for the
13 lottery will be available at Village Hall in the
14 Clerk's Office and on the Village website. Lottery
15 applications will be accepted until Monday,
16 November 13th, 2023, at the close of business. The
17 Lottery drawing will be held on November 14th, 2023,
18 and the season will start on November 16th, 2023,
19 through January 31st, 2024.

20 Upcoming Events in the Village of Greenport:
21 We have the Halloween Celebration this coming
22 weekend, including the parade, trick or treating,
23 free Carousel rides, and the Trunk or Treat on --
24 Trunk, right? Yes. Or Treat on Moores Lane. That
25 is this Saturday, October 28th, and the rain date is

1 on Sunday, October 29th.

2 The Annual Greenport Fire Department Hydrant
3 Testing is on Sunday, the 29th, between 9 a.m. to
4 12 noon. A notice is posted on the front page of the
5 Village website, in addition to some details on it.

6 I also want to thank everybody for all the help
7 in the Village of getting the Maritime Festival back
8 up and going again. It was wonderful to see it this
9 past weekend. We had a bit of a wet parade Saturday
10 morning, but the sun came out, and Sunday was fantastic.

11 With that, I will open it up to any public
12 comment for anybody who would like to address the
13 Board.

14 MATTHEW MICHEL: Hello. Matthew Michel,
15 400 Main Street. I'm curious. Now that you've
16 achieved your goal of ending the moratorium and
17 getting the new code passed, I'm curious about the
18 next steps. Mary Bess said over and over again that
19 this is a living, breathing document that's
20 unfinished, so I'm wondering where we go from here.
21 I'm curious if I could get some comments

22 TRUSTEE PHILLIPS: I could answer that, Mayor.

23 MAYOR STUESSI: Sure.

24 TRUSTEE PHILLIPS: Okay. We're going to be
25 dealing with the noise ordinance, the noise

1 ordinance, the mass assembly, and Chapter 101, which
2 is the recreational beaches. Actually, that probably
3 will be coming up at our November Work Session.

4 MATTHEW MICHEL: Okay.

5 TRUSTEE PHILLIPS: Okay?

6 MATTHEW MICHEL: And how about the LWRP, what's
7 the timeline for that? Can we get some kind of a
8 timeline in writing?

9 MAYOR STUESSI: So that's an ongoing process.

10 MATTHEW MICHEL: Right. When you say ongoing,
11 it means it doesn't have an end. Like we put an end
12 to -- we had a finish line for the moratorium because
13 we had to finish it. But you're on record as saying
14 the Village's Local Waterfront Revitalization Program
15 should be a guiding document that governs what we can
16 and should be doing as a Village. It should
17 effectively become our comprehensive plan, which
18 guides us into making this, these code changes, which
19 we've already made. So we've talked about how it's
20 not complete, we have to finish this moratorium and
21 end it, and now we did.

22 So I'm just curious, can we get a timeline on
23 the LWRP, because it seems like, you know, we did
24 this backwards, and now I'm wondering --

25 MAYOR STUESSI: If you'd like me to answer the

1 question.

2 MATTHEW MICHEL: I would like you to answer, yes.

3 MAYOR STUESSI: So we were specifically told by
4 the County early on to bifurcate the process on the
5 code updates we were working on.

6 MATTHEW MICHEL: You were told that because --

7 MAYOR STUESSI: Together with the LWRP.

8 MATTHEW MICHEL: But you were told that because
9 you started the moratorium without having a completed
10 LWRP. So because you had no -- you weren't close
11 enough on the LWRP, you had to end the moratorium,
12 because it was bad for the Village to have this
13 moratorium open, correct? I mean, they didn't --
14 that wasn't their recommendation. Their
15 recommendation would be to finish the LWRP first,
16 that would be their recommendation.

17 MAYOR STUESSI: That was not the case. So if I
18 can answer the question. So we were specifically
19 told to separate the two processes. The code work
20 that was done was reflective off of our existing
21 LWRP, which has a significant amount of information
22 that's completely applicable to everything that's
23 being done, it's been referred to a number of times.
24 The County agreed with that and supported the passage
25 of our recent code amendments unanimously last week

1 as well. As part of that, though, we have an ongoing
2 process of updating the LWRP.

3 Patrick, who is Vice Chair of the Waterfront
4 Advisory Committee with me we, we actually have a
5 meeting tomorrow, where we are going over a number of
6 things that we need from the County and the State,
7 and we will then have a follow-up with the State
8 on it.

9 I'd be glad, or we would be glad to answer the
10 question on timing in our next meeting, because over
11 the next couple of weeks, we'll have a lot more
12 guidance from the State on the process and some of
13 the things that we need from them and the County
14 as well.

15 MATTHEW MICHEL: Right. I mean, that's not how
16 I understood how that was supposed to go. I mean,
17 your words, not mine.

18 How about a parking study? Are we going to do
19 a parking study for the Village, since, you know, you
20 passed this code that was so parking-focused, parking
21 spaces weren't available, whatever. So focused on
22 parking, but we haven't done a study. We don't
23 actually know if that's an issue. Is that something
24 we are going to do in the future?

25 MAYOR STUESSI: It's something I would love to

1 take a look at in the future. Any applicants that
2 come forward with some of the more intensive uses, a
3 study might be commissioned as part of that process,
4 but that's going to be up to the Planning Department.

5 MATTHEW MICHEL: Isn't it true that the County
6 actually recommended doing a parking study in that
7 meeting?

8 MAYOR STUESSI: What the County had suggested
9 doing is that we work with Southold Town to look at
10 some of the transportation issues between the two
11 Towns, and so that's something that we're going to
12 take a look at.

13 MATTHEW MICHEL: I was on that meeting, I'm
14 pretty sure they thought a parking study would be a
15 good idea. I mean, I heard them say it, so.

16 How about -- we didn't really have any outside
17 experts looking at this code. Am I to understand
18 this is it, the code's done? Because you said it's a
19 living, breathing document, so I'm wondering, you
20 know, now that we have rushed through this and got
21 the moratorium finished, so now how can we make sure
22 we did it right? Are we --

23 TRUSTEE PHILLIPS: Matt, there's three --

24 MATTHEW MICHEL: Can we consult any outside
25 experts on this?

1 TRUSTEE PHILLIPS: There's three things that
2 went along with the code update, okay?

3 MATTHEW MICHEL: Uh-huh.

4 TRUSTEE PHILLIPS: First of all, we started
5 out -- the moratorium was dealing with the uses and
6 Chapter 150. Chapter 150, if you read through
7 Chapter 150, is not just -- it's not completely
8 finished as far as updating. We still have the
9 residential component of Chapter 150 to deal with,
10 which is dealing with, now that those buildings have
11 been moved from Waterfront Commercial to Commercial
12 Retail, they now have the availability of being
13 legally putting apartments above, if the property
14 owner chooses to go to the Planning Board to do that,
15 okay?

16 And, also, we need to get into the residential
17 areas, because we have to talk about apartments, or
18 auxiliary, or ADUs. Those are some of the things
19 that have been discussed over the years. I mean,
20 this is not something that just happened within the
21 moratorium. I mean, Trustee Robins and I have been
22 talking about this for the last, what, five years
23 now, six years?

24 TRUSTEE ROBINS: At least.

25 TRUSTEE PHILLIPS: And this is the first time

1 that we've been able to get it out. My hope is, and
2 I think is the plan and the goal, is to start
3 reaching out to the community to deal with the
4 residential part of it by having some meetings ahead
5 of time in order to get the feeling of the residents
6 of this community, who, in all honesty, have as much
7 say as the business community, okay?

8 MATTHEW MICHEL: Right, but I --

9 TRUSTEE PHILLIPS: And they -- and the parking,
10 I have to -- I have to correct you on something on
11 the parking --

12 MATTHEW MICHEL: Sure.

13 TRUSTEE PHILLIPS: -- okay, please? The
14 parking was not the main focus of the changes for
15 Chapter 150. The parking was an issue that the business
16 community brought to the forefront, because they were
17 not -- either did not listen, did not participate,
18 however, okay? And then we're trying to change that,
19 okay?

20 MATTHEW MICHEL: We -- yeah, I know, so that's
21 what I'm asking you. How can we consult experts?
22 How can we figure out if we actually have a parking
23 problem? That's what I'm asking. Can we do that
24 now? We have time now, because we've already passed
25 the changes. So we're going to see some property sit

1 for a while. So I'm curious, in the meantime, can we
2 get some outside experts on the case, not just people
3 who live in the Village, Tricia Hammes, and whoever
4 else has worked on the code? We need some outside
5 opinions, and we haven't -- we didn't do a parking
6 study, we refused. Everyone stood up. You say
7 you're listening, but you actually just had it in
8 your mind that we have to get this done before the
9 moratorium ends. So I don't want to let it die
10 there. I want to follow up and make sure that we
11 move forward.

12 TRUSTEE PHILLIPS: Well, I don't plan on
13 letting it die, and I don't think this Board plans on
14 letting it die. I think that, in the meantime --

15 MATTHEW MICHEL: Okay. I think --

16 TRUSTEE PHILLIPS: -- you need to understand
17 there'll be notices going out. The public needs to
18 also understand that those notices go out to draw
19 people to come to the meetings. You're here at the
20 meeting. I don't see the rest of the business
21 community --

22 MATTHEW MICHEL: That's what we said the other
23 day, no one came defending that we needed more
24 parking spaces, that's what we're talking about. So
25 I'm here. So I'm asking you if we can do a parking

1 study. As a Village, I really think we should do it.
2 I mean, unless, unless the reason is not that it's
3 parking, that it's like we want to block certain
4 developments from happening, we want Greenport to
5 stay exactly as it is, then just say it, that's fine.
6 Tell me that and I can go on my merry way. But it's
7 not -- I'm just saying, that's -- if you're not -- if
8 you don't want to do your research, you can't just
9 make it up and say we have a parking problem, we're
10 going to --

11 TRUSTEE PHILLIPS: Well, first I didn't --
12 okay. Stop, Mary Bess, don't get angry. Okay.
13 There was a fair amount of discussion with our
14 Village Attorneys. There was a fair amount of
15 discussion with looking at other codes and asking
16 other people in other communities.

17 MATTHEW MICHEL: What other codes did you look at?

18 TRUSTEE PHILLIPS: The Village of East Hampton,
19 the Village of Sag Harbor, the Town of East Hampton,
20 Montauk area, who all we have followed the examples
21 and seen what has happened to them in the past.

22 MATTHEW MICHEL: Did you talk to anyone from
23 those villages?

24 TRUSTEE PHILLIPS: Yes, I --

25 ATTORNEY STOLAR: Can I jump in for a quick

1 second?

2 TRUSTEE PHILLIPS: Yeah, please do, because I'm
3 going to lose it in a minute.

4 ATTORNEY STOLAR: All right. First of all,
5 this is public comment. You just have to --

6 MATTHEW MICHEL: I hope you lose it, it's fine.
7 I don't mind you losing it.

8 ATTORNEY STOLAR: I have the floor. I'm not
9 speaking over you.

10 MATTHEW MICHEL: It doesn't matter. I just --
11 I'm entitled to my opinion.

12 ATTORNEY STOLAR: Sir.

13 MATTHEW MICHEL: Yes.

14 ATTORNEY STOLAR: If you would allow each of us
15 to speak, you may get your answers, you may not get
16 your answers. But at least --

17 MATTHEW MICHEL: Yeah.

18 ATTORNEY STOLAR: -- give everybody the
19 courtesy of allowing them to speak and not -- don't
20 try to speak over them when you're speaking -- when
21 they're speaking.

22 All I'm saying is right now this is public
23 comment, your only obligation is to listen. You
24 don't need to provide answers to questions, to
25 aspersions, to anything in that nature. It's up to

1 the Board as to whether you want to, but you don't
2 have to. And this is becoming rather, rather not a
3 comment, but somewhat of a cross-examination.

4 MATTHEW MICHEL: It's not really a
5 cross-examination, it's not. It's just meant to --
6 we all had an issue, we came up, it wasn't
7 acknowledged.

8 ATTORNEY STOLAR: You don't have to --

9 MATTHEW MICHEL: It's been pushed forward.

10 ATTORNEY STOLAR: I could --

11 MATTHEW MICHEL: And, you know, I --

12 ATTORNEY STOLAR: I could define the way I hear
13 what you're saying the way I hear it. It sounds like
14 a cross-examination. Again, the Board does not have
15 to deal in that.

16 I would point out, though, that with respect to
17 parking, what is being missed is that the primary
18 relief is a variance. If somebody wants to apply for
19 parking relief in terms of the number of spaces, you
20 can go for a variance to the Zoning Board. This
21 Board provided a secondary outlet, a relief outlet as
22 we call it, with respect to parking. That's an
23 option, then. It's as simple as that. It's not as
24 if you are looking at this and saying that parking is
25 a particular issue and preventing entities from

1 coming in that we don't like. That is not the case
2 at all. Providing a secondary relief outlet, that's it.

3 MAYOR STUESSI: That's correct. Thank you.

4 MATTHEW MICHEL: All right, fair enough.
5 Thank you.

6 MAYOR STUESSI: Would anybody else from the
7 public like to speak? She was faster than you, John.

8 JOHN SALADINO: She is faster.

9 (Laughter)

10 DINNI GORDON: Dinni Gordon, 152 Sixth Street.
11 I'm -- this past Sunday I tripped and fell for the
12 third time in two years on a cracked Village
13 sidewalk. And I'm 85 years old, and pretty soon when
14 I fall, I won't be able to get up. So I'm really
15 very concerned about how -- for myself, of course,
16 but for other people, too. There are so many bad
17 sidewalks.

18 And I keep hearing that there's money, State
19 money now for infrastructure and transportation
20 issues, and I'm hereby volunteering to write -- if we
21 have a program, if there's a program we can apply for
22 for sidewalks, I'll write a grant, I'll go to Albany,
23 I'll assess different kinds of pavement. I mean, I
24 really think this is so important for so many people,
25 and especially for people who are over 65. That's all.

1 Thank you.

2 MAYOR STUESSI: I think --

3 TRUSTEE BRENNAN: Thank you.

4 MAYOR STUESSI: -- the whole Board agrees with
5 you, and I'll be glad to share a document with you
6 later tonight or in the morning. This new State
7 funding does include a significant amount of money
8 towards sidewalks and some of that infrastructure.
9 They have not released the specifics on that process
10 for applying for it yet, but it's anticipated that
11 that's likely going to be happening in approximately
12 the next 90 days.

13 DINNI GORDON: Good. Well --

14 MAYOR STUESSI: And we'd love to have your help
15 in doing that.

16 DINNI GORDON: I would definitely help. And I
17 know Julia cares about this, too, so we can look
18 further at it.

19 TRUSTEE ROBINS: We'll talk, yes, absolutely.

20 TRUSTEE BRENNAN: We all --

21 TRUSTEE ROBINS: Thank you.

22 TRUSTEE BRENNAN: We all care about it, Dinni.

23 MAYOR STUESSI: Please.

24 JOHN SALADINO: John Saladino, Sixth Street. I
25 was prepared to respond to the previous -- not the

1 previous comment, the pre-previous comment, but he
2 chose not to stick around and listen to what other
3 people had to say.

4 I -- my question, my question to you guys this
5 evening is Resolution 15. The Town, the Town
6 allocated, gave to the Village from the American
7 Recovery Plan \$50,000.

8 TRUSTEE PHILLIPS: To the Fire Department.

9 JOHN SALADINO: And they gave it to the Fire
10 Department, it's allocated to them?

11 TRUSTEE PHILLIPS: It had a specific purpose
12 for the Fire Department.

13 JOHN SALADINO: Could you share with the public
14 what that purpose is?

15 TRUSTEE PHILLIPS: The purpose is for them to
16 purchase equipment. You know, ox -- you know, oxygen
17 tanks, turnout gear, and things that they need that
18 perhaps is not currently in the budget, and that they
19 need to take care of every year or every other year.

20 JOHN SALADINO: I read, I read the conditions
21 of the American Recovery Act and I don't remember --
22 I remember there were certain things, certain things
23 that were excluded from it, pensions, bills. I don't
24 remember equipment being part of it. Patrick, maybe
25 you --

1 TRUSTEE BRENNAN: Well, I think my
2 understanding is in line with what Trustee Phillips
3 just described. I thought it was for the Fire
4 Department to buy equipment. Now we're not
5 administering this, we're the recipient of this.
6 This is coming from the Town of Southold specifically
7 to our Fire Department via the Village, because --

8 TRUSTEE PHILLIPS: Right.

9 TRUSTEE BRENNAN: -- the relationship between
10 the Fire Department and the Village.

11 MAYOR STUESSI: Paul, do you have anything else
12 to add on it?

13 ADMINISTRATOR PALLAS: Not on this. I'm not --
14 I'm not -- unfortunately, I'm not terribly familiar
15 with it, but that was my understanding, that it was
16 what was described.

17 TRUSTEE PHILLIPS: It has -- it says here in
18 the agreement, "WHEREAS, the Town is desirous of
19 distributing such funds to the Grantee to be utilized
20 for the purchase of equipment and apparatus to assist
21 in the delivery of required critical services in the
22 amount identified herein." So that the Town is
23 restricting it to certain purchases.

24 JOHN SALADINO: No, I read that.

25 MAYOR STUESSI: Which I think is part of the

1 ARPA guidelines.

2 TRUSTEE PHILLIPS: Right.

3 JOHN SALADINO: I read that and I understand
4 that. The Town, the Town -- and listen, I don't want
5 to piss off any firemen, because I just --

6 (Laughter)

7 JOHN SALADINO: I'm just asking. The Town, the
8 Town allocated the money to a Fire District. I think
9 that's a mistake, number one, because Greenport
10 doesn't have a Fire District. So, in reality, it
11 should go to the municipality, not, not directly to
12 the Fire Department.

13 I kind of read the American Recovery, you
14 couldn't make individual contributions to -- you
15 know, the people that allocated the money couldn't,
16 couldn't make individual disbursements. So the Town
17 couldn't say, "Well, we're going to eliminate the
18 Village from this, we're going to just give it to the
19 Fire Department." It was my understanding they
20 couldn't do that. I might be wrong.

21 TRUSTEE BRENNAN: I don't think we're talking
22 about a different thing here.

23 TRUSTEE PHILLIPS: Yeah.

24 TRUSTEE BRENNAN: I mean, it -- we don't have a
25 Fire District, that's correct. The way it's written

1 in the letter is incorrect, but I don't change -- I
2 don't think it changes the matter at all, because
3 it's being awarded to the municipality.

4 TRUSTEE PHILLIPS: To be used.

5 TRUSTEE BRENNAN: But, in a -- in a sense, it's
6 a sub-award that's going to pass through to the Fire
7 Department.

8 JOHN SALADINO: No, and I agree with you. I
9 agree with you. If it's passed onto the
10 Commissioners of the Fire Department, the Village
11 Board, it shouldn't -- it should be their decision
12 what, what it should be used for, whether it's
13 infrastructure, whether it's equipment. The Town of
14 South -- in my opinion, the Town of Southold
15 shouldn't decide that you have to use this money for
16 equipment.

17 ADMINISTRATOR PALLAS: Mr. Mayor, if I may.
18 Just from a purely process standpoint, the Fire
19 Department can't independently go and purchase
20 anything. That has to go through the Village anyway,
21 and the Village Board would have to approve it. So
22 it's not, it's not -- they're not being, that they --
23 even though the money is allocated to the Fire
24 Department, whatever they use it -- whatever it's
25 intended to be used for, the Village Board has to

1 approve, just as a process point.

2 JOHN SALADINO: Paul, I agree with you 100%,
3 and I agree with that process.

4 ADMINISTRATOR PALLAS: It's a requirement, yes.

5 JOHN SALADINO: But, from what I read is that
6 the Town of Southold, Town of Southold distributes
7 the money. They gave it to -- erroneously, they gave
8 it to a Fire District. They should give it to the
9 municipality. But they put -- they put a covenant on
10 it, they put a condition on it that it has to be used
11 for equipment.

12 TRUSTEE PHILLIPS: Well --

13 JOHN SALADINO: I think, I think the Village
14 Board should decide what that money is used for,
15 whether it's for a roof, or a new light, or a new
16 siren, and maybe a new clock. You know, I don't
17 think -- this is not about the Fire Department, it's
18 not about the money, it's about the Town of Southold
19 dictating where the money should go. I think, I
20 think you guys should dictate where the money goes.
21 Am I on base here?

22 TRUSTEE PHILLIPS: Well, I think, just, John,
23 to explain it, it wasn't -- this just wasn't a gift,
24 a presentation to the Village only, they did it to
25 Southold Fire District, Mattituck Fire District got

1 money.

2 JOHN SALADINO: Well, that's their choice.

3 TRUSTEE PHILLIPS: Well, no. But what I'm
4 saying is, is I think that they just made it a -- you
5 know, they wanted to make sure that -- and I'm just
6 guessing, okay, that they wanted to make sure that
7 those districts used it for equipment.

8 ATTORNEY STOLAR: Yeah, either one of us can
9 jump in over here.

10 (Laughter)

11 ATTORNEY STOLAR: So the way it works, first of
12 all, as I'm sure the Board knows, when you receive a
13 gift, which this is not, a gift can be given
14 conditionally, and you would have to use it for that
15 purpose for which the condition is imposed. This is
16 a grant through a program, a Federal program that
17 provides for funds, and the monies can only be used
18 for certain purposes.

19 TRUSTEE PHILLIPS: Right.

20 ATTORNEY STOLAR: So you have to use -- for
21 Southold to be in compliance with the obtaining of
22 the grant funds, the funds have to be used for those
23 specific purposes. So they are assuring that when
24 providing the money to the Village as a pass-through
25 to the Fire Department, that it is used for the

1 expressed purposes that are permitted in the ARPA
2 regulations. So that presumably is why they are
3 dictating where it's to go, because if it doesn't go,
4 and it doesn't go there, when they are audited at the
5 end of the program --

6 TRUSTEE PHILLIPS: Right.

7 ATTORNEY STOLAR: -- in a few years, it may
8 very well have to be paid back to the government. So
9 there's a -- there's a reason why it's there and why
10 there's a limitation.

11 JOHN SALADINO: Okay. Not to belabor it, I
12 just, I just kind of thought that -- you know, I
13 thought any money that's -- that Greenport is
14 allocated, it should be disbursed by the Legislators.
15 I thought, I thought since we're autonomous, we
16 should, we should be able to decide -- and they
17 certainly could give it to the Fire -- it's just that
18 I -- I don't want to sound like I'm anti-Southold. I
19 just, I just thought that like Southold shouldn't
20 dictate where the money goes. They --

21 MAYOR STUESSI: I don't think that they are --

22 TRUSTEE PHILLIPS: Yeah.

23 MAYOR STUESSI: -- but we'll be glad to
24 double-check it, you know, with the way it's stated,
25 yeah.

1 JOHN SALADINO: I'm perfectly willing to end
2 this right this second. You know, the --

3 (Laughter)

4 ADMINISTRATOR PALLAS: Mr. Mayor, if I may.

5 JOHN SALADINO: You know, no more research is
6 needed.

7 ADMINISTRATOR PALLAS: If I may just make one
8 other suggested point. I think even if, even if it
9 was worded in such a way that it was granted to the
10 Village, the restriction on what it could be used for
11 wouldn't change. So it's -- I think it's -- I think
12 it ends up being a distinction without a difference,
13 ultimately, as to who gets -- how it's worded. It
14 still would have to be used for firematic apparatus
15 and equipment. That -- it's my -- that's my
16 understanding of this particular tranche of money
17 from ARPA.

18 JOHN SALADINO: Well, going back to the first
19 thing that I said, I'm not sure, I'm not sure if
20 that's within their -- I'm not sure if that's within
21 their right to do that.

22 ADMINISTRATOR PALLAS: No, it wasn't on --

23 JOHN SALADINO: Because, according to the
24 grant --

25 ADMINISTRATOR PALLAS: I'm sorry. If I may,

1 I'm not -- Southold didn't make that determination.
2 That's a Federal -- that's the pot of money that was
3 given to Southold by the Federal Government through
4 the ARPA Program. They, they put the requirement on
5 Southold to use it for those purposes, that it's
6 not -- Southold didn't make the decision, it's -- it
7 is the funding source from the Federal Government
8 that made that decision, as I understand it.

9 JOHN SALADINO: So we, again -- I want to sit
10 down because my foot hurts.

11 (Laughter)

12 JOHN SALADINO: So we're thinking, Paul's
13 thinking is, is that the Federal Government told
14 Southold, "You can give this money to Greenport only
15 if they use it for Fire Department equipment"?

16 ADMINISTRATOR PALLAS: No, the entire --

17 ATTORNEY STOLAR: The entire program --

18 ADMINISTRATOR PALLAS: The entire pot of money,
19 not just -- the money that was allocated to the Town
20 of Southold could only be used for firematic
21 apparatus, the entire pot, and they were permitted to
22 allocate portions of that to various districts within
23 the Town. That's -- that's my understanding --

24 JOHN SALADINO: Just --

25 ADMINISTRATOR PALLAS: -- of the project,

1 program.

2 JOHN SALADINO: Paul, just it's square in my
3 mind, so you're saying that, that the recovery money
4 that was allocated to the Town of Southold was for
5 firematic --

6 ADMINISTRATOR PALLAS: Yes.

7 JOHN SALADINO: -- equipment?

8 ADMINISTRATOR PALLAS: That's my understanding.

9 JOHN SALADINO: So for Southold to distribute
10 it, it had to be for firematic equipment?

11 ADMINISTRATOR PALLAS: Correct.

12 JOHN SALADINO: Is that, is that right?

13 ADMINISTRATOR PALLAS: That's our understanding, yes.

14 JOHN SALADINO: I surrender.

15 MAYOR STUESSI: You have me more curious about
16 what was the total sum granted, and did we get --

17 JOHN SALADINO: You can work that out with the
18 next --

19 TRUSTEE PHILLIPS: Everyone got --

20 MAYOR STUESSI: -- an appropriate amount.

21 TRUSTEE BRENNAN: I think they administered 50.

22 TRUSTEE PHILLIPS: It was even.

23 MAYOR STUESSI: Uh-huh.

24 TRUSTEE PHILLIPS: Everybody got that amount.

25 MAYOR STUESSI: Well, then yeah, okay.

1 TRUSTEE PHILLIPS: Okay? And I checked that.

2 TRUSTEE BRENNAN: No, no consideration

3 was seen as --

4 TRUSTEE PHILLIPS: Yeah, no.

5 MAYOR STUESSI: Anybody else from the public?

6 Charlie, Don? No?

7 CHARLIE KULSZISKI: (Shook head no).

8 DON FISHER: (Shook head no).

9 MAYOR STUESSI: All right. With that, we'll
10 close the public comments and move on to resolutions.
11 Lily, would you like to start?

12 TRUSTEE DOUGHERTY-JOHNSON: Sure.

13 *RESOLUTION #10-2023-1, RESOLUTION adopting the*
14 *October, 2023 agenda as printed. So moved.*

15 TRUSTEE ROBINS: Second.

16 MAYOR STUESSI: All in favor?

17 TRUSTEE ROBINS: Aye.

18 TRUSTEE BRENNAN: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE DOUGHERTY-JOHNSON: Aye.

21 MAYOR STUESSI: Aye.

22 TRUSTEE ROBINS: *RESOLUTION #10-2023-2,*
23 *RESOLUTION accepting the monthly reports of the*
24 *Greenport Fire Department, Village Administrator,*
25 *Village Treasurer, Village Clerk, Village Attorney,*

1 *Mayor and Board of Trustees. So moved.*

2 TRUSTEE BRENNAN: Second.

3 MAYOR STUESSI: All in favor?

4 TRUSTEE ROBINS: Aye.

5 TRUSTEE BRENNAN: Aye.

6 TRUSTEE PHILLIPS: Aye.

7 TRUSTEE DOUGHERTY-JOHNSON: Aye.

8 MAYOR STUESSI: Aye.

9 TRUSTEE BRENNAN: *RESOLUTION #10-2023-3,*
10 *RESOLUTION ratifying the following, as approved at*
11 *the October 19th, 2023, Work Session meeting of the*
12 *Board of Trustees:*

13 *RESOLUTION authorizing the Village of Greenport*
14 *to conduct a lottery for four (4) deer hunting*
15 *permits, by bow and arrow only, as per New York State*
16 *hunting regulations, in the western portion of*
17 *Moore's Woods, beginning November 16th, 2023. So moved.*

18 TRUSTEE PHILLIPS: Second.

19 MAYOR STUESSI: All in favor?

20 TRUSTEE ROBINS: Aye.

21 TRUSTEE BRENNAN: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE DOUGHERTY-JOHNSON: Aye.

24 MAYOR STUESSI: Aye.

25 TRUSTEE PHILLIPS: *RESOLUTION #10-2023-4,*

1 *RESOLUTION approving the application for membership*
2 *of William Wright to re-join the Eagle Hose Company #1*
3 *of the Greenport Fire Department, as approved by the*
4 *Village of Greenport Fire Department Board of Wardens*
5 *on October 18th, 2023. So moved.*

6 TRUSTEE DOUGHERTY-JOHNSON: Second.

7 MAYOR STUESSI: All in favor?

8 TRUSTEE ROBINS: Aye.

9 TRUSTEE BRENNAN: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE DOUGHERTY-JOHNSON: Aye.

12 MAYOR STUESSI: Aye.

13 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*
14 *#10-2023-5, RESOLUTION approving an extension to*
15 *September 30th, 2024 of the construction completion*
16 *deadline contained in the contract between The*
17 *Village of Greenport and Haugland Energy Group, LLC*
18 *for the construction of a microgrid system; in*
19 *accordance with the extension as already approved by*
20 *the Governor's Office of Storm Recovery. So moved.*

21 TRUSTEE ROBINS: Second.

22 MAYOR STUESSI: All in favor?

23 TRUSTEE ROBINS: Aye.

24 TRUSTEE BRENNAN: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 TRUSTEE DOUGHERTY-JOHNSON: Aye.

2 MAYOR STUESSI: Aye.

3 TRUSTEE ROBINS: *RESOLUTION #10-2023-6,*
4 *RESOLUTION authorizing the solicitation of proposals*
5 *for the reconstruction of the floating docks at the*
6 *Baymen's Dock in Sterling Basin and directing*
7 *Clerk Hall to notice the Request for Proposal*
8 *accordingly. So moved.*

9 TRUSTEE BRENNAN: Second.

10 MAYOR STUESSI: All in favor?

11 TRUSTEE ROBINS: Aye.

12 TRUSTEE BRENNAN: Aye.

13 TRUSTEE PHILLIPS: Aye.

14 TRUSTEE DOUGHERTY-JOHNSON: Aye.

15 MAYOR STUESSI: Aye.

16 TRUSTEE BRENNAN: *RESOLUTION #10-2023-7,*
17 *RESOLUTION approving the attached "Seventh Renewal to*
18 *Incremental Power Agreement" between the Power*
19 *Authority of the State of New York and the Village of*
20 *Greenport, and authorizing Village Administrator Paul*
21 *Pallas to sign the attached "Fifth Renewal to*
22 *Incremental Power Agreement". So moved.*

23 TRUSTEE PHILLIPS: Second.

24 TRUSTEE DOUGHERTY-JOHNSON: Could I just ask,
25 is that supposed to be --

1 TRUSTEE BRENNAN: Oh, and discussion.

2 ADMINISTRATOR PALLAS: That's a typo.

3 TRUSTEE DOUGHERTY-JOHNSON: That's supposed to
4 be Seventh?

5 ADMINISTRATOR PALLAS: It should have said
6 Seventh.

7 TRUSTEE DOUGHERTY-JOHNSON: And is it attached?

8 ADMINISTRATOR PALLAS: Yes.

9 TRUSTEE DOUGHERTY-JOHNSON: Okay.

10 ADMINISTRATOR PALLAS: They gave a copy to us.

11 TRUSTEE DOUGHERTY-JOHNSON: It's not -- it's
12 the last attachment?

13 CLERK HALL: It's the first, it's the first one.

14 TRUSTEE BRENNAN: So I'm going to modify it.

15 TRUSTEE DOUGHERTY-JOHNSON: Oh, I see.

16 TRUSTEE BRENNAN: I'm going to -- I'm going to
17 modify that resolution. The last sentence should say
18 *Authorizing Village Administrator Paul Pallas to sign*
19 *the attached "Seventh Renewal to Incremental Power*
20 *Agreement."* So moved.

21 TRUSTEE PHILLIPS: Second.

22 MAYOR STUESSI: All in favor?

23 TRUSTEE ROBINS: Aye.

24 TRUSTEE BRENNAN: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 TRUSTEE DOUGHERTY-JOHNSON: Aye.

2 MAYOR STUESSI: Aye.

3 TRUSTEE PHILLIPS: RESOLUTION #10-2023-8. And
4 before I read this resolution, I will say that I am
5 extremely happy to see this moving forward. This has
6 been a project that has been a pet one for the
7 previous Board and for this Board to make life
8 comfortable for a lot of people.

9 *RESOLUTION #10-2023-8, RESOLUTION approving*
10 *Supplemental Agreement Number 1 between the Village*
11 *of Greenport and the New York Department of*
12 *Transportation and Authorizing Mayor Stuessi to sign*
13 *Supplemental Agreement Number 1.*

14 *WHEREAS, a Project for the Village of Greenport*
15 *to reconstruct existing North Ferry Terminal, P.I.N.*
16 *0761.79 (the Project") is eligible for funding under*
17 *Title 23 U.S. Code, as amended, that calls for the*
18 *apportionment of the costs such program to be borne*
19 *at the ratio of 80% Federal funds and 20% non-Federal*
20 *funds; and*

21 *WHEREAS, the Village of Greenport desires to*
22 *advance the Project by making a commitment of 100% of*
23 *the non-Federal share of the costs of \$686,584.*

24 *NOW, THEREFORE, the Board of Trustees of the*
25 *Village of Greenport, duly convened duly (sic) hereby*

1 *RESOLVE, that the Board of Trustees of the*
2 *Village of Greenport hereby approves the*
3 *above-subject project; and it is hereby further*

4 *RESOLVED, that the Board of Trustees of the*
5 *Village of Greenport hereby authorizes the Treasurer*
6 *of the Village of Greenport to pay in the first*
7 *instance 100% of the Federal and non-Federal share of*
8 *the construction cost of \$2,146,333.00 work for the*
9 *Project or portions thereof; and it is further*

10 *RESOLVED, that the sum of \$2,146,333.00 is*
11 *hereby appropriated pursuant to a Bond Resolution and*
12 *made available to cover the cost of participation in*
13 *the above phase of the Project; and it is further*

14 *RESOLVED, that in the event the full Federal*
15 *and non-Federal share costs of the project exceeds*
16 *the amount appropriated above, the Board of Trustees*
17 *of the Village of Greenport shall convene as soon as*
18 *possible to appropriate said excess amount*
19 *immediately upon the notification by the Village*
20 *Administrator thereof, and it is further*

21 *RESOLVED, that the Mayor of the Village of*
22 *Greenport be and is hereby authorized to execute*
23 *Supplemental Agreement No. 1.*

24 *RESOLVED, that the Village Administrator of the*
25 *Village of Greenport be and is hereby authorized to*

1 *execute all necessary Agreements, certifications or*
2 *reimbursement requests for Federal Aid and/or*
3 *Marchiselli Aid on behalf of the Village of Greenport*
4 *with the New York State Department of Transportation*
5 *in connection with the advancement or approval of the*
6 *Project and providing for the administration of the*
7 *Project and the municipality's first instance funding*
8 *of project costs and permanent funding of the local*
9 *share of Federal-aid and State-aid eligible Project*
10 *costs and all Project costs within appropriations*
11 *therefore that are not so eligible, and it is further*

12 *RESOLVED, that a certified copy of this*
13 *resolution be filed with the New York State*
14 *Commissioner of Transportation by attaching it to any*
15 *necessary Agreement in connection with this Project.*
16 *And it is further*

17 *RESOLVED, this Resolution shall take effect*
18 *immediately. So moved.*

19 TRUSTEE DOUGHERTY-JOHNSON: Second.

20 TRUSTEE BRENNAN: Can I ask a question? I'm
21 just a little confused. We're paying the -- we're
22 paying 100% of the non-Federal share, which is
23 686,000?

24 TRUSTEE PHILLIPS: Five hundred and eighty-four
25 dollars.

1 TRUSTEE BRENNAN: Right. So why -- so why are
2 we appropriating a bond for the full amount? How
3 does that work?

4 ADMINISTRATOR PALLAS: If I may.

5 TRUSTEE BRENNAN: Yeah.

6 MAYOR STUESSI: Please.

7 ADMINISTRATOR PALLAS: So the -- a bond
8 resolution was put forth to fund the entire project,
9 because we have to pay it and then get reimbursed.
10 So that's --

11 TRUSTEE BRENNAN: Okay.

12 ADMINISTRATOR PALLAS: I don't know if that is
13 responsive.

14 MAYOR STUESSI: We did that, what, two months
15 ago, I think.

16 TRUSTEE PHILLIPS: No.

17 ADMINISTRATOR PALLAS: No, it was --

18 TRUSTEE PHILLIPS: No. No, the bond resolution
19 for that goes back to --

20 ADMINISTRATOR PALLAS: The actual bond
21 resolution was a couple of years ago.

22 MAYOR STUESSI: Oh, okay.

23 TRUSTEE PHILLIPS: Yeah.

24 MAYOR STUESSI: I thought there was an
25 extension or something we did a couple of months ago.

1 ADMINISTRATOR PALLAS: That was on the timing.

2 MAYOR STUESSI: Oh, okay.

3 TRUSTEE BRENNAN: So when does the
4 reimbursement happen, the completion of the project?

5 ADMINISTRATOR PALLAS: No. It will be done in
6 stages, but it was felt that we won't -- we won't --
7 we won't ask for the money on the bond unless we need
8 it, depending on how the construction costs roll in.
9 So what, as -- we don't really know how long it's
10 going to take them to reimburse us. Some of these
11 projects can take many, many months. So we would
12 have had to have spent all the money before we start
13 getting the reimbursements. It's possible, but I
14 just don't have an answer to how long. It varies
15 from funding source to grant project. It's not an
16 easy answer, unfortunately.

17 TRUSTEE BRENNAN: Okay. So we'll be paying
18 down the bond as the reimbursements --

19 ADMINISTRATOR PALLAS: Yes.

20 TRUSTEE BRENNAN: -- flow to us, with the
21 exception that cost overruns are going to be borne by
22 the Village?

23 ADMINISTRATOR PALLAS: If they're -- no, not
24 necessarily. It's --

25 TRUSTEE PHILLIPS: Well, the bond was for

1 3,200,000.

2 ADMINISTRATOR PALLAS: Yeah, yeah. So the --
3 there is the ability to get additional grant funding
4 if it's reasonable. You know, if we can justify why,
5 there may be additional funds, maybe. I'm not going
6 to say there is. There may be additional funds from
7 future year program costs from the Federal Government.

8 TRUSTEE BRENNAN: Okay. Thanks for clarifying
9 that.

10 TRUSTEE PHILLIPS: The resolution for that was
11 passed back in June of 2019, and it was for 3,200,000
12 to finance, and matching grant portion of the
13 reconstruction of the North Ferry terminal.
14 That's -- that's when we did the bond resolution.

15 TRUSTEE BRENNAN: So it's more than sufficient
16 to cover the 2 million.

17 TRUSTEE PHILLIPS: We went more than --

18 ADMINISTRATOR PALLAS: Yes.

19 TRUSTEE PHILLIPS: We went more.

20 ADMINISTRATOR PALLAS: The -- those dollars, we
21 authorized a bond, or you all authorized a bond for
22 that amount, because that's what we originally
23 requested. So the amount in this, in this agreement
24 with the DOT is based on the engineer's estimate and
25 whatever funding sources they have. There's all

1 various categories for that.

2 TRUSTEE BRENNAN: Thank you.

3 TRUSTEE PHILLIPS: The other thing, Paul, is
4 the planning, the planning portion of it that we --
5 we received money for the -- paying out LKMA?

6 ADMINISTRATOR PALLAS: We have -- we have
7 applied for money, which I don't believe we've seen
8 anything back yet.

9 TRUSTEE PHILLIPS: Well, that's what I was
10 wondering. Okay.

11 ADMINISTRATOR PALLAS: They -- yeah. We've
12 applied for it, and the Treasurer's Office has been
13 dealing with their own version of what I've been
14 dealing with the DOT on the funding side.

15 TRUSTEE PHILLIPS: Right, and that, that was
16 like 22,000, was it? Or half of it was 22,000 --

17 ADMINISTRATOR PALLAS: Yes. Yes, correct.

18 TRUSTEE PHILLIPS: -- because the ferry company
19 is committed to the other half.

20 ADMINISTRATOR PALLAS: Correct.

21 TRUSTEE PHILLIPS: Okay.

22 TRUSTEE ROBINS: Those are the engineers that
23 designed it, correct?

24 ADMINISTRATOR PALLAS: Yes.

25 MAYOR STUESSI: So there was a motion. Who had

1 the second on it?

2 TRUSTEE DOUGHERTY-JOHNSON: I seconded it.

3 MAYOR STUESSI: All in favor?

4 TRUSTEE ROBINS: Aye.

5 TRUSTEE BRENNAN: Aye.

6 TRUSTEE PHILLIPS: Aye.

7 TRUSTEE DOUGHERTY-JOHNSON: Aye.

8 MAYOR STUESSI: Aye. Motion carries.

9 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*

10 *#10-2023-9, WHEREAS, on May 25th, 2023, the Village*
11 *awarded the contract for the installation of*
12 *engineered wood fiber and playground equipment at*
13 *Fifth Street Park to Louis Barbato Landscaping, Inc.,*
14 *and*

15 *WHEREAS, on July 26th, 2023, the Village*
16 *entered into contract with Barbato and mailed the*
17 *contract to Barbato on July 27th, 2023, and*

18 *WHEREAS, the contract provides that Barbato was*
19 *to commence work within 3 days of the Village*
20 *providing an executed contract to Barbato and after a*
21 *site meeting with Barbato the Village agreed to*
22 *extend the time to start the work to September 11th,*
23 *2023, and*

24 *WHEREAS, Barbato has failed and refused to*
25 *commence the work or respond to the Village's efforts*

1 to discuss commencement of the work, and

2 WHEREAS, on October 12th, 2023, the Village
3 Attorney sent notice to Barbato advising that Barbato
4 is in default of the contract for failing to commence
5 the work and that, in accordance with the contract,
6 the Village intends to terminate the contract unless
7 within 10 days after serving of the notice, Barbato
8 makes arrangements with the Village to commence the
9 work, and

10 WHEREAS, the notice was received by Barbato on
11 October 16th, 2023 and Barbato has not made
12 arrangements to commence the work.

13 NOW, THEREFORE, the Board terminates the
14 contract with Barbato and authorizes the Village
15 Administrator to negotiate with the next highest
16 bidder and report to the Board on such negotiations.

17 So moved.

18 TRUSTEE ROBINS: Second.

19 MAYOR STUESSI: All in favor?

20 TRUSTEE ROBINS: Aye.

21 TRUSTEE BRENNAN: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE DOUGHERTY-JOHNSON: Aye.

24 MAYOR STUESSI: Aye.

25 TRUSTEE ROBINS: RESOLUTION #10-2023-10,

1 *RESOLUTION authorizing Deputy Treasurer Brautigam to*
2 *perform attached Budget Amendment #5277 to appropriate*
3 *Sewer Fund reserves to fund the purchase of UV light*
4 *bulbs for the disinfection system, and directing that*
5 *Budget Amendment #5277 be included as part of the*
6 *formal meeting minutes of the October 26, 2023*
7 *Regular Meeting of the Board of Trustees.*

8 So moved.

9 TRUSTEE BRENNAN: Second.

10 MAYOR STUESSI: All in favor?

11 TRUSTEE ROBINS: Aye.

12 TRUSTEE BRENNAN: Aye.

13 TRUSTEE PHILLIPS: Aye.

14 TRUSTEE DOUGHERTY-JOHNSON: Aye.

15 MAYOR STUESSI: Aye.

16 TRUSTEE BRENNAN: *RESOLUTION #10-2023-11,*
17 *RESOLUTION authorizing Deputy Treasurer Brautigam to*
18 *perform attached Budget Amendment #5278 to appropriate*
19 *Water Fund reserves to fund the purchase of materials*
20 *for inventory for the Water Department and directing*
21 *that Budget Amendment #5278 be included as part of*
22 *the formal meeting minutes of the October 26th, 2023*
23 *Regular Meeting of the Board of Trustees.*

24 So moved.

25 TRUSTEE PHILLIPS: Second.

1 MAYOR STUESSI: All in favor?

2 TRUSTEE ROBINS: Aye.

3 TRUSTEE BRENNAN: Aye.

4 TRUSTEE PHILLIPS: Aye.

5 TRUSTEE DOUGHERTY-JOHNSON: Aye.

6 MAYOR STUESSI: Aye.

7 TRUSTEE PHILLIPS: *RESOLUTION #10-2023-12,*
8 *RESOLUTION authorizing Deputy Treasurer Brautigam to*
9 *perform attached Budget Amendment #5279 to appropriate*
10 *Water Fund reserves to fund the purchase of materials*
11 *for a water meter replacement at the hospital and*
12 *directing that Budget Amendment #5279 be included as*
13 *part of the formal meeting minutes of the October 26,*
14 *2023 Regular Meeting of the Board of Trustees.*

15 So moved.

16 TRUSTEE DOUGHERTY-JOHNSON: Second.

17 MAYOR STUESSI: All in favor?

18 TRUSTEE ROBINS: Aye.

19 TRUSTEE BRENNAN: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE DOUGHERTY-JOHNSON: Aye.

22 MAYOR STUESSI: Aye.

23 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*
24 *#10-2023-13, RESOLUTION authorizing Deputy Treasurer*
25 *Brautigam to perform attached Budget Amendment #5280,*

1 to appropriate General Fund reserves to fund attorney
2 expenses, and directing that Budget Amendment #5280
3 be included as part of the formal meeting minutes of
4 the October 26, 2023 Regular Meeting of the Board of
5 Trustees. So moved.

6 TRUSTEE ROBINS: Second.

7 MAYOR STUESSI: All in favor?

8 TRUSTEE ROBINS: Aye.

9 TRUSTEE BRENNAN: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE DOUGHERTY-JOHNSON: Aye.

12 MAYOR STUESSI: Aye.

13 TRUSTEE ROBINS: *RESOLUTION #10-2023-14,*
14 *RESOLUTION to fully transfer Andrea Malinowski from*
15 *the position of part-time Park Attendant I to the*
16 *Clerk's Office to part-time Office Assistant employee*
17 *and further approving a wage increase to \$20.00*
18 *hourly effective October 16th, 2023. So moved.*

19 TRUSTEE BRENNAN: Second.

20 MAYOR STUESSI: All in favor?

21 TRUSTEE ROBINS: Aye.

22 TRUSTEE BRENNAN: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 TRUSTEE DOUGHERTY-JOHNSON: Aye.

25 MAYOR STUESSI: Aye.

1 TRUSTEE BRENNAN: *RESOLUTION #10-2023-15,*
2 *RESOLUTION approving the attached grant award*
3 *agreement between the Town of Southold and the*
4 *Village of Greenport regarding the ARPA grant to be*
5 *distributed to the Greenport Fire Department in the*
6 *amount of \$50,000.00, and authorizing Mayor Stuessi*
7 *to sign the agreement between the Town of Southold*
8 *and the Village of Agreement -- the Village of*
9 *Greenport regarding the ARPA grant. So moved.*

10 TRUSTEE PHILLIPS: Second.

11 MAYOR STUESSI: All in favor?

12 TRUSTEE ROBINS: Aye.

13 TRUSTEE BRENNAN: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 TRUSTEE DOUGHERTY-JOHNSON: Aye.

16 MAYOR STUESSI: Aye.

17 TRUSTEE PHILLIPS: *RESOLUTION #10-2023-16,*
18 *RESOLUTION hiring of Jacy Ross as a part-time Office*
19 *Assistant employee at an hourly wage rate of \$20.00*
20 *per hour, effective, November 1stt, 2023. So moved.*

21 TRUSTEE DOUGHERTY-JOHNSON: Second.

22 MAYOR STUESSI: All in favor?

23 TRUSTEE ROBINS: Aye.

24 TRUSTEE BRENNAN: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 TRUSTEE DOUGHERTY-JOHNSON: Aye.

2 MAYOR STUESSI: Aye.

3 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*

4 *#10-2023-17, RESOLUTION approving the Greenport Fire*

5 *Department Parade of Lights as part of the Festival*

6 *of Lights for December 2nd, 2023 starting 5 p.m.*

7 *with road closure starting Broad Street to Main Street*

8 *to Front Street for tree lighting and continuing on*

9 *to Third Fire -- Third Street Fire Station. So*

10 *moved.*

11 TRUSTEE ROBINS: Second.

12 MAYOR STUESSI: All in favor?

13 TRUSTEE ROBINS: Aye.

14 TRUSTEE BRENNAN: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE DOUGHERTY-JOHNSON: Aye.

17 MAYOR STUESSI: Aye.

18 TRUSTEE ROBINS: *RESOLUTION #10-2023-18,*

19 *RESOLVED, that the Board approves the Mayor's*

20 *appointment of Jeanmarie Costello as a Deputy Village*

21 *Prosecutor at a per diem hourly rate of \$260 and*

22 *authorizes the Mayor to determine which prosecution*

23 *matters will be handled by Ms. Costello. So moved.*

24 TRUSTEE BRENNAN: Second.

25 MAYOR STUESSI: All in favor?

1 TRUSTEE ROBINS: Aye.

2 TRUSTEE BRENNAN: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE DOUGHERTY-JOHNSON: Aye.

5 MAYOR STUESSI: Aye.

6 TRUSTEE BRENNAN: *RESOLUTION #10-2023-19,*
7 *RESOLVED, that the Board approves the Mayor's*
8 *appointment of Anthony Rutkowski as a Deputy Village*
9 *Prosecutor at a per diem hourly rate of \$240 and*
10 *authorizes the Mayor to determine which prosecution*
11 *matters will be handled by Mr. Rutkowski. So moved.*

12 TRUSTEE PHILLIPS: Second.

13 MAYOR STUESSI: All in favor?

14 TRUSTEE ROBINS: Aye.

15 TRUSTEE BRENNAN: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE DOUGHERTY-JOHNSON: Aye.

18 MAYOR STUESSI: Aye.

19 TRUSTEE PHILLIPS: *RESOLUTION #10-2023-20,*
20 *RESOLUTION approving all checks per the Voucher*
21 *Summary Report dated October 23rd, 2023, in the total*
22 *amount of \$1,285,194.40 consisting of:*

23 *o All regular checks in the amount of*
24 *\$451,751.11, and*

25 *o All prepaid checks (including wire transfers)*

1 *in the amount of \$833,443.29. So moved.*

2 TRUSTEE DOUGHERTY-JOHNSON: Second.

3 MAYOR STUESSI: All in favor?

4 TRUSTEE ROBINS: Aye.

5 TRUSTEE BRENNAN: Aye.

6 TRUSTEE PHILLIPS: Aye.

7 TRUSTEE DOUGHERTY-JOHNSON: Aye.

8 MAYOR STUESSI: Aye.

9 With that, I'll make a motion to close the
10 meeting. May I have a second, please?

11 TRUSTEE PHILLIPS: Second.

12 MAYOR STUESSI: All in favor?

13 TRUSTEE ROBINS: Aye.

14 TRUSTEE BRENNAN: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE DOUGHERTY-JOHNSON: Aye.

17 MAYOR STUESSI: Aye.

18 Meeting adjourned.

19 (The Meeting was Adjourned at 6:42 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
October 26, 2023 to the best of my ability.

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 6th day of November, 2023.

Lucia Braaten
Lucia Braaten

SEVENTH RENEWAL TO THE INCREMENTAL POWER SUPPLY AGREEMENT

This seventh renewal to the Incremental Power Supply Agreement ("Renewal"), dated _____, 2023 is made by and between the New York Power Authority ("NYPA" or the "Authority") and Village of Greenport ("Customer"). NYPA and the Customer are collectively referred to as the "Parties."

FACTUAL RECITALS

The Authority supplies electric power to the Customer in accordance with the Customer's 2020 Agreement, which includes provisions for the sale and purchase of hydroelectricity and incremental electricity.

The Parties entered into an Incremental Power Supply Agreement ("Incremental Agreement") on June 5, 2007 as a supplement to the 1986 Application for Service, the 1991 amendment and the 2003 amendment, or any successor agreement concerning the provision of hydroelectric supply between the Authority and the Customer, and to supersede any prior agreement between the Parties pertaining to NYPA's supply of incremental electricity to the Customer.

Under the Incremental Agreement, the Customer agreed, *inter alia*, to purchase its full incremental electricity needs from NYPA for a two-year term commencing midnight January 1, 2008 and expiring on 11:59 p.m. December 31, 2009, which may be renewed successively by mutual written agreement for a one year term each year thereafter.

Consistent with the Incremental Agreement, the Parties successively executed timely, written agreements, on December 22, 2009 and December 13, 2010, for the renewal of the Incremental Agreement for the term January 1, 2010 through December 31, 2010 and for the term January 1, 2011 through December 31, 2011.

The Parties mutually agreed in writing to renew the Incremental Agreement for a three-year term, on November 28, 2011, commencing January 1, 2012 through December 31, 2014.

The Parties mutually agreed in writing to the First Amendment to the Incremental Power Supply Agreement on November 21, 2014 which i) permitted the Incremental Agreement's renewal for terms of either one, two or three additional years, as may be mutually agreed in writing by the Parties; and ii) renewed the Incremental Agreement for a three-year term commencing January 1, 2015 through December 31, 2017.

The Parties mutually agreed in writing to renew the Incremental Agreement for a three-year term, on October 26, 2017, commencing January 1, 2018 through December 31, 2020.

The Parties mutually agreed in writing to renew the Incremental Agreement for a three-year term, on October 28, 2020, commencing January 1, 2021 through December 31, 2023.

The Parties now seek to renew the Incremental Agreement to extend its term for three years, commencing January 1, 2024 through December 31, 2026.

Now, Therefore, in consideration of the premises and covenants herein, the Parties hereby agree as follows:

1. To renew the Incremental Agreement for a three-year term, effective midnight January 1, 2024 and expiring on 11:59 PM on December 31, 2026.
2. Except as provided in Section 1 of this Renewal, all other terms and conditions of the Incremental Agreement remain in full force and effect.

In Witness Whereof, the Authority and the Customer have executed this Renewal to the Incremental Agreement on the date written above.

NEW YORK POWER AUTHORITY

By: _____
Name: Maribel Cruz-Brown
Title: Senior Vice President, Customer Solutions

VILLAGE OF GREENPORT

By: _____
Name: Paul Pallas
Title: _____

VILLAGE OF GREENPORT

Budget Adjustment Form

Year:	2024	Period: 10	Trans Type:	B2 - Amend	Status:	Batch
Trans No:	5277	Trans Date:	10/16/2023	User Ref:	ADAM	
Requested:	A HUBBARD	Approved:		Created by:	ADAM	10/16/2023
Description:	TO APPROPRIATE RESERVES TO FUND THE PURCHASE OF UV LIGHTBULBS				Account #	Order: No
					Print Parent Account:	No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	5,300.00
G.8130.201	EQUIPMENT / SECONDARY TREATMENT..	0.00
	Total Amount:	<u>5,300.00</u>

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2024 Period: 10 Trans Type: B2 - Amend Status: Batch
Trans No: 5278 Trans Date: 10/17/2023 User Ref: ADAM
Requested: S. RUTKOWSKI Approved: Created by: ADAM 10/17/2023
Description: TO APPROPRIATE RESERVES TO FUND THE PURCHASE OF MATERIALS FOR
INVENTORY FOR THE WATER DEPARTMENT Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
F.5990	APPROPRIATED FUND BALANCE	3,400.00
F.8320.201	METERS, TOOLS & MISC EQUIP..	3,400.00
Total Amount:		6,800.00

Date Prepared: 10/17/2023 04:45 PM

VILLAGE OF GREENPORT

Budget Adjustment Form

GLR4150 1.0

Page 1 of 1

Year: 2024 Period: 10 Trans Type: B2 - Amend Status: Batch
Trans No: 5279 Trans Date: 10/17/2023 User Ref: ADAM
Requested: S RUTKOWSKI Approved: Created by: ADAM 10/17/2023
Description: TO APPROPRIATE RESERVES TO FUND THE PURCHASE OF MATERIALS FOR
WATER METER REPLACEMENT AT THE HOSPITAL Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
F.5990	APPROPRIATED FUND BALANCE	4,300.00
F.8340,402	TRANSMISSION AND DISTRIBUTION..	4,300.00
Total Amount:		8,600.00

VILLAGE OF GREENPORT
Budget Adjustment Form

Year: 2024 Period: 10 Trans Type: B2 - Amend Status: Batch
Trans No: 5280 Trans Date: 10/25/2023 User Ref: ADAM
Requested: Approved: Created by: ADAM 10/25/2023
Description: TO APPROPRIATE GENERAL RESERVES TO FUND ATTORNEY LEGAL Account # Order: No
EXPENSES Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	40,000.00
A.1420.400	LAW.CONTR EXP..	40,000.00
Total Amount:		80,000.00

ACCOUNTING & FINANCE DEPT.

Kristie L. Hansen-Hightower, CPA
Town Comptroller

Telephone (631) 765-4333
Fax (631) 765-1366

Email: KristieH@southholdtownny.gov



TOWN HALL ANNEX

54375 Main Road
P.O. Box 1179
Southold, NY 11971-0959

www.southholdtownny.gov

**OFFICE OF THE COMPTROLLER
TOWN OF SOUTHOLD**

September 1, 2023

Greenport Fire District
236 3rd Street
Greenport, NY 11944

To Whom It May Concern:

We are pleased to advise you that the Board members of the Town of Southold approved an ARPA grant award to be distributed to the Greenport Fire District in the amount of \$50,000. The objective of this grant program is to support each of the Fire Districts serving the residents within the Town of Southold. The grant funds are to be utilized for the purchase of equipment and apparatus for the purpose of bolstering public sector capacity in the delivery of required firematic and critical care services.

In order to accept this grant award, the included subrecipient agreement must be signed by an authorized individual of the organization. Please review, sign, and return to us for continued processing. Once the subrecipient agreement is fully executed, the organization will be eligible for reimbursement of qualified expenses per the grant terms.

The Accounting & Finance office of the Town Southold will need to receive the below items for us to process and disseminate the funds for eligible expenses.

- W-9 Form
- Unique Entity ID (UEI)
- Proof of Expenses: Bid Documents, Purchase Orders, Invoices, Receipts, etc., as applicable
- Proof of Payment: cancelled checks, bank/credit card statements, etc., as applicable

Please contact us should you have any questions or need assistance.

The Town of Southold would like to thank you for your continued service in our community.

Sincerely,

Kristie L. Hansen-Hightower, CPA

RECEIVED

OCT 25 2023

**VILLAGE OF GREENPORT
CLERK'S DEPARTMENT**

*Revised Contract
Off*

RECEIVED

OCT 10 2023

**VILLAGE OF GREENPORT
CLERK'S DEPARTMENT**

ARPA SUBRECIPIENT GRANT AGREEMENT

This Grant Agreement (this "Agreement") is entered into by and between The Town of Southold, (the "Town") and Greenport Fire Department (the "Grantee"), a non-profit entity providing public services, including emergency response, fire protection, emergency medical services, equipment and apparatus, training and education for the purpose of bolstering public sector capacity to deliver critical services.

WHEREAS, the Town is the recipient of a grant (as more fully described in Exhibit A, the "ARPA Grant") made available under the American Rescue Plan Act ("ARPA") from the United States Treasury;

WHEREAS, the Town is desirous of distributing such funds to the Grantee to be utilized for the purchase of equipment and apparatus to assist in the delivery of required critical services in the amount identified herein and on the terms and conditions stated herein; and

WHEREAS, the Grantee is willing to accept the such distribution and become a sub-recipient of the ARPA Grant, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

ARTICLE I - REPRESENTATIONS OF THE GRANTEE

Recognizing that the Town is relying hereon, the Grantee represents, as of the date of this Agreement, as follows:

(a) Organization; Power, Etc. The Grantee is a non-profit entity duly established under the laws of the State of New York with full legal right and power to authorize, execute, and deliver this Agreement, to receive each Grant, to undertake and implement the use of Grant funds as described herein and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);

(b) Authority. The Grantee has duly and validly authorized the execution and delivery of this Agreement and has or will have so authorized the execution of each Application, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Grantee that it purports to be, in accordance with its terms, have

been obtained or made. The representatives of the Grantee executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Grantee to the terms and conditions herein.

(c) No Litigation. No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the Town in writing, is pending or, to the knowledge of the authorized representatives of the Grantee executing this Agreement, or threatened either seeking to restrain or enjoin the execution and delivery of this Agreement, the services provided or contesting or affecting the validity of this Agreement; and neither the non-profit status of the Grantee nor the title to the office of any authorized representatives of the Grantee executing this Agreement, is being contested.

(d) No Conflicts. The authorization, execution and delivery of this Agreement will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Grantee is a party or by which it or any of its properties are bound.

(e) SAM Registration. Grantee is registered with the System for Award Management (SAM) and confirms that the Federal UEI number listed in Exhibit A is the correct such number for the Grantee as of the date hereof.

(f) Binding Agreement. This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Grantee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.

(g) Information Submitted. All information, reports, and other documents and data submitted to the Town in connection with this Agreement is true, correct and complete in all material respects.

(h) Ratification. By executing this Agreement, the Grantee (i) affirms and ratifies all statements, representations and warranties contained in all written documents submitted to the Town in connection with this Agreement and (ii) agrees that on each date, if any, that any additional documentation is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties.

ARTICLE II - THE GRANT

2.1 Grant Amount: \$50,000.00 The Town agrees to make and the Grantee agrees to accept, on the terms and conditions stated in this Agreement, the Grant Amount specified herein.

2.2 Project and Schedule

(a) Grant Purpose. Each Grant is being made solely to reimburse the Grantee for actual expenses incurred in the purchase of equipment and apparatus for the purpose of bolstering capacity to deliver firematic and critical care services to residents of the Town of Southold.

(b) Grant Expenditure Schedule. All grant amounts must be expended by December 31, 2026.

All Grant proceeds that remain unexpended shall be returned to the Town.

2.3 Grant Award Package

In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to the Town in its sole and absolute discretion).

(a) Executed Grant Agreement. The Town shall receive a duly executed original of this Agreement.

(b) Expiration of Offer. Each Grant, and the obligation of the Town to disburse such Grant, or any portion thereof, shall expire ninety (90) days from the date the Grantee was presented with a copy of this Agreement, unless the Grantee duly executed said Agreement and returned same to the Town. The Town, in its sole and absolute discretion, may approve one or more extensions to the expiration of the offer of any Grant.

ARTICLE III - AFFIRMATIVE COVENANTS

3.1 Use of Disbursements

The Grantee shall expend the Grant funds only for eligible expenses as outlined herein, subject to Article II hereof. The Grantee shall be responsible for compliance with, and shall comply in all material respects with, all applicable laws and regulations, whether or not such laws or regulations are expressly referenced herein.

3.2 Reporting and Compliance with Laws

(a) The Grantee shall comply with all reporting requirements set forth in Schedule A hereto.

In addition, the Grantee agrees that all Grant monies shall be expended in full compliance with all

applicable provisions of federal, state and local law and all regulations thereunder.

(b) Without limiting the generality of Section 3.2(a), the Grantee covenants to comply in all respects with all applicable laws, regulations and rules regarding bidding, procurement, employment and anti-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

(c) Grantee certifies that it has read and understood its obligations with respect to compliance with the non-discrimination requirements in this Agreement (including, without limitation, Schedule B hereto), certifies that it is in compliance with such requirements, and covenants to remain in compliance at all times while this Agreement is in effect.

3.3 Recoupment and Costs

The Grantee acknowledges that it is responsible for compliance with this Agreement and all state and federal laws and regulations applicable to the Grant(s) funding source. Any breach of this Agreement and/or failure to comply with such law or regulation may result in all or a portion of the Grant becoming subject to recoupment (including, without limitation, as described in each Application). If any portion of the Grant is subject to recoupment, the Town will notify the Grantee in writing and the Grantee shall promptly and, in any event, within 10 days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, Grantee shall be responsible for, and hereby agrees to promptly pay or reimburse the Town for all costs incurred by the Town, its employees, officers and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment including, without limitation, costs of any related investigation, audit and/or collection efforts.

3.4 Indemnification

To the fullest extent permitted by law, the Grantee agrees to indemnify and hold harmless the Town and all of its employees, officers, and agents (collectively, "Indemnified Persons") from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorneys', accountants' and other professionals' fees and expenses, litigation and court costs and expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by Indemnified Persons relating to or arising out of (i) the actual or alleged failure of the Grantee to comply with the terms of this Agreement or with any other requirement or condition applicable to the federal grant with which any Grant is funded or (ii) the operation or undertaking of each Project; provided that no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person. Such indemnification includes, but is not limited to, costs arising from third-party claims. The provisions of this Section shall survive the termination of this Agreement, and the obligations of the Grantee hereunder shall apply to losses or claims whether asserted prior to or after the termination of this Agreement. In the event of failure by the Grantee to observe the covenants, conditions and agreements contained in this Section, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Grantee under this Section. The obligations of the Grantee under this Section shall not be affected by any assignment or other transfer by the Town of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by the Grantee to indemnify any Indemnified Person.

3.5 Federal UEI

The Grantee shall maintain an active UEI registration at all times while this Grant Agreement is in effect.

3.6 Recordkeeping.

The Grantee shall maintain accounts and records with respect to the utilization of all Grant funds in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Grantee shall keep and maintain all financial records and supporting documentation related to Grant expenditures for a period of seven years after all Grant proceeds have been expended or returned to the Town. Wherever practicable, Grantee shall collect, transmit, and store such records in open and machine readable formats. Grantee agrees to make such records available to the Town or to the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Grantee agrees to make such accounts and records available for on-site inspection during regular business hours of the Grantee and permit the Town, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement.

The Grantee shall permit the Town or any party designated by it upon reasonable prior notice to the Grantee to examine and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Grantee pertaining to Grant expenditures.

3.7 Single-Audit

The Grantee acknowledges that by accepting the Grant(s) it is a sub-recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended (the "SAA"). The Grantee further acknowledges that to the extent it expends an aggregate of \$750,000 in federal awards (including, but not limited to the Grant(s)) in a fiscal year, it will be subject to an audit under the SAA and its implementing regulations at 2 CFR Part 200, Subpart F.

ARTICLE IV - TERMINATION AND REMEDIES

4.1 Termination

(a) Termination by the Town. The Town, in its sole and absolute discretion, may terminate this Agreement or any one or more Grants hereunder:

(i) if the Grantee has breached any provision of this Agreement (including without limitation reporting requirements in Schedule A hereto) or has failed to comply

with any applicable state or federal law or regulation applicable to any Project and/or any Grant; or

(ii) if any representation or warranty made by the Grantee in any Application, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.

(b) Notice of Termination. The Town shall provide the Grantee with written notice of termination of this Agreement or any one or more Grants, setting forth the reason(s) for termination. The termination of this Agreement or any one or more Grants shall be effective as of the date such notice of termination is sent by the Town.

(c) Effect of Termination. Upon termination of this Agreement or any Grant, the Grantee shall reimburse the Town for all costs and disbursements of the Grant(s) terminated on a schedule to be negotiated in good faith between the Town and the Grantee, but in no event more than 60 days from the date of such termination.

4.2 Term

This Agreement shall remain in effect until one of the following events has occurred:

(a) The Grantee and the Town substitute this Agreement with another written agreement;

(b) All of the Grantee's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the Town for disbursements of the Grant(s); or

(c) This Agreement has been terminated pursuant to the provisions of Section 4.1 hereof.

ARTICLE V - MISCELLANEOUS

5.1 Notices

All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered, (i) in the case of the Town, to the Town Clerk, 53095 Route 25A, Southold, New York 11971, and (ii) in the case of the Grantee, to the Greenport Fire District, 236 3rd Street, Greenport, New York, 11957; or, as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such

communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

5.2 No Waiver

No failure or forbearance on the part of the Town to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the Town of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.

5.3 Governing Law

This Agreement shall be construed under, and governed by, the laws of the State of New York. The Grantee agrees to bring any federal or state legal proceedings arising under this Agreement in which the Town is a party in a court of competent jurisdiction within the County of Suffolk. This section shall not be construed to limit any other legal rights of the parties.

5.4 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee and the Town and their respective successors and assigns, except that the Grantee may not assign or transfer its rights or obligations hereunder without the prior written consent of the Town.

5.5 Complete Agreement; Waivers and Amendments

All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Grantee and the Town unless otherwise specified in this Agreement.

5.6 Headings

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

5.7 Severability

If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction,

such invalidity or unenforceability shall not affect the remainder of such terms, provisions or conditions nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

5.8 Schedules, Exhibits and Attachments; Counterparts; Electronic Signature

Each schedule, exhibit or other attachment hereto and referred to herein is an integral part of this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 and related state law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

5.9 Further Assurances

Grantee agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.

5.10 Third-Party Beneficiaries

This Agreement is exclusively between the Town and the Grantee, and does not, nor is intended, to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The Town is not obligated to disburse grant funds on any contract, or otherwise, between the Grantee and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Grantee. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the Town, the Grantee and the Indemnified Persons.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be duly executed as of the _____ day of October, in the year 2023.

TOWN OF SOUTHOLD

By: _____

Name: Scott A. Russell

Title: Supervisor

Date: _____

GREENPORT FIRE DEPARTMENT, GRANTEE

By: _____

Name:

Date: _____

Schedule A-1

SCHEDULE A

Reporting Requirements

Event Reporting

The following events shall be reported promptly upon the occurrence thereof (and in any event with five business days of the occurrence thereof) to the Town:

(a) The inclusion of the Grantee, or any contractor or sub-recipient related to any Grant or any Project, or any employee, officer or other official of any of the foregoing, on any state or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any state or Federal department or agency.

(b) Any criminal or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons listed in (a) for violations of state or Federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility or responsibility of such person.

On Demand Reporting

(a) A list of antidiscrimination complaints, reviews and proceedings, if any, as described in item 8 of Schedule B; and

(b) Such other reporting relating to each Grant and each Project as the Town shall reasonably request from time to time.

Scheduled Reporting

(a) Quarterly Reporting. The Grantee shall provide quarterly reports as of the end of each fiscal quarter. Such reports shall be delivered to the Town not later than the fifteenth (15) day following the end of each fiscal quarter (i.e. January 15, April 15, July 15 and October 15) and shall contain:

- a. The status of prospective purchases and disbursement of funds (not started, in process, completed)
- b. The amount of each Grant expended during the quarter;
- c. The cumulative total amount of each Grant expended since inception;

- d. The amount, if any, of each Grant that has been obligated for spending but not yet disbursed;
- e. A certification that, as of such reporting date and at all times since the previous reporting date (or if none, since the date of the Grant Agreement), the Grantee is and has been in full compliance with all terms of the Grant Agreement, including, without limitation, the antidiscrimination requirements described on Schedule B (or has delivered to the Town in writing a full accounting of all instances on noncompliance);
- f. Such other items as the Town shall reasonably request related to the Grant(s) and/or the Project(s)
- (g) Close Out Reporting. The Grantee shall provide a final close-out report after the final expenditure (or return to the Town) of each Grant. Such report shall be delivered to the Town not later than 60 days following the quarter in which such final expenditure (or return) occurred and shall contain all such items as are reasonably requested by the Town or its agents.

Schedule A-1

SCHEDULE B

Assurance of Compliance with Civil Rights Requirements

As a condition of receipt of federal financial assistance including the Grant(s), the Grantee provides the assurances stated herein. The federal financial assistance includes the Grant(s) and may include other federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including the Grant(s) and any assistance that the Grantee may request in the future. The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the Grantee's programs, services and activities, so long as any portion of the Grantee's program(s) is federally assisted in the manner proscribed above.

1. Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection

to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

2. Grantee acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have limited English proficiency ("LEP"). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Grantee's programs, services, and activities.

3. Grantee agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

4. Grantee acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance (including, without limitation, the Grant(s)), and is binding upon Grantee and Grantee's successors, transferees and assignees for the period in which such assistance is provided.

5. Grantee acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Grantee and the Grantee's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

6. The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

7. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury (including, without limitation, the Grant(s)), this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

8. Grantee shall cooperate in any enforcement or compliance review activities by the Town or the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Grantee shall comply with information requests, on-site compliance reviews, and reporting requirements.

9. Grantee shall maintain a complaint log and promptly inform the Town of any complaints of discrimination on the grounds of race, color, or national origin, and LEP covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, (i) a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome or (ii) if such is the case, a statement that Grantee has received no complaints under Title VI.

10. Grantee must provide documentation of an administrative agency's or court's findings of

noncompliance of Title VI of the Civil Rights Act of 1964 and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Grantee and the administrative agency that made the finding. If the Grantee settles a case or matter alleging such discrimination, the Grantee must provide documentation of the settlement.

11. If the Grantee makes sub-awards to other agencies or other entities, the Grantee is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document.