



236 THIRD STREET  
GREENPORT, NY  
11944

Tel: (631)477-0248  
Fax: (631)477-1877

villageofgreenport.org

**MAYOR**  
KEVIN STUESSI  
EXT 215

**TRUSTEES**  
MARY BESS PHILLIPS

PATRICK BRENNAN

LILY DOUGHERTY-  
JOHNSON

JULIA ROBINS

**TREASURER**  
ADAM BRAUTIGAM  
EXT 217

**VILLAGE CLERK**  
CANDACE HALL  
EXT 214

**March 27, 2025 at 6:00 PM**  
**Mayor and Board of Trustees – Regular Meeting**  
**Third Street Firehouse**  
**Greenport, NY 11944**

**MOTION TO OPEN MEETING**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Jane Wilson Morton  
Vincenza "Vicky" Delano Insull  
Robert Bruce Reymann  
Dorothy Jeanne Corwin

**ANNOUNCEMENTS**

- Village Brush Pick-Up Schedule has been published on the Village website. The bi-weekly pick-ups will begin on April 8, 2025.
- The Annual Village Budget Hearing will be held at the Old Schoolhouse on Thursday, April 10, 2025.
- The Village Annual Organizational Meeting will be held on Thursday, April 24, 2025, at the Greenport Firehouse.
- Village Hall will close at noon on April 18, 2025 in observance of Good Friday.

**PUBLIC HEARING(S)**

1. Public hearing regarding a proposed local law amending Chapter 65 of the Code of the Village of Greenport, to add provisions regulating plumbing and electrical work performed in the Village of Greenport.
2. Public hearing regarding a proposed local law amending Chapter 65-10 of the Code of the Village of Greenport, to amend the penalty provisions with respect to violations of Chapter 65.
3. Public hearing regarding a proposed local law amending Chapter 65 ("Fire Prevention and Building Construction"), of the Code of the Village of Greenport.

**PUBLIC COMMENT**

**EXECUTIVE SESSION**

**MOTION TO ENTER EXECUTIVE SESSION**

Board to discuss and review employee disciplinary matters.

**MOTION TO RE-OPEN MEETING**

RESOLUTIONS

**RESOLUTION # 03-2025-1**

RESOLUTION adopting the March, 2025 agenda as printed.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Lily Dougherty-Johnson, Trustee
<b>SECONDER:</b>	Patrick Brennan, Trustee
<b>AYES:</b>	Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-2025-2**

RESOLUTION accepting the monthly reports of the Greenport Fire Department, Village Administration, Village Treasurer, Village Clerk, Village Attorney, Mayor and Board of Trustees.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Patrick Brennan, Trustee
<b>SECONDER:</b>	Lily Dougherty-Johnson, Trustee
<b>AYES:</b>	Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

FIRE DEPARTMENT

**RESOLUTION # 03-2025-3**

RESOLUTION accepting the report of the Greenport Fire Department for the member year-end points for the calendar year of 2024, for the Greenport Fire Department Length of Service Awards Program.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Julia Robins, Trustee
<b>SECONDER:</b>	Mary Bess Phillips, Trustee
<b>AYES:</b>	Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

VILLAGE TREASURER

**RESOLUTION # 03-2025-4**

RESOLUTION approving the attached revised application reflecting new fees for transient and seasonal dockage at the Village Railroad Dock.

<b>RESULT:</b>	<b>TABLED [UNANIMOUS]</b>
<b>MOVER:</b>	Mary Bess Phillips, Trustee
<b>SECONDER:</b>	Lily Dougherty-Johnson, Trustee
<b>AYES:</b>	Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-2025-5**

RESOLUTION approving the attached electric forms, reflecting new fees for new or upgraded services.

**RESULT:**       **ADOPTED [UNANIMOUS]**  
**MOVER:**        Lily Dougherty-Johnson, Trustee  
**SECONDER:**   Patrick Brennan, Trustee  
**AYES:**         Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-2025-6**

RESOLUTION approving the attached Credit Card Policy for the Village of Greenport Carousel.

**RESULT:**       **TABLED [UNANIMOUS]**  
**MOVER:**        Patrick Brennan, Trustee  
**SECONDER:**   Julia Robins, Trustee  
**AYES:**         Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-2025-7**

RESOLUTION authorizing the attendance of Treasurer Brautigam at the NYAPP Business Meeting in Saratoga Springs, New York from April 22nd through April 24th 2025, at a conference fee of \$450 per person and a room rate not to exceed \$175 per night, plus all applicable travel and meal costs in accordance with the Village of Greenport Travel Policy; to be expensed from account number A.1325.400 (Treasurer Contractual Expense)

**RESULT:**       **ADOPTED [UNANIMOUS]**  
**MOVER:**        Julia Robins, Trustee  
**SECONDER:**   Mary Bess Phillips, Trustee  
**AYES:**         Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-2025-8**

RESOLUTION Appointing Ryan Farrell to the Village of Greenport Business Improvement District for the remainder of the current term, to expire on April 24, 2025.

**RESULT:**       **ADOPTED [UNANIMOUS]**  
**MOVER:**        Mary Bess Phillips, Trustee  
**SECONDER:**   Lily Dougherty-Johnson, Trustee  
**AYES:**         Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-2025-9**

RESOLUTION approving the attached Software Services Agreement Renewal Contract between the Village of Greenport and The Wanderlust Group Inc. for the continuation of the provision of on-line reservation services through the DOCKWA system for the Mitchell Park Marina, and authorizing Mayor Stuessi to sign the Software Service Agreement.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Lily Dougherty-Johnson, Trustee  
**SECONDER:** Patrick Brennan, Trustee  
**AYES:** Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-2025-10**

RESOLUTION approving the attached Software Service Agreement contract between the Village of Greenport and Fifth Asset Inc. DBA as DEBTBOOK for software services related to tracking leases and subscriptions, and authorizing Mayor Stuessi to sign the Software Service Agreement.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Patrick Brennan, Trustee  
**SECONDER:** Julia Robins, Trustee  
**AYES:** Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-2025-11**

RESOLUTION authorizing Treasurer Brautigam to perform attached budget amendment #6490 to appropriate electric fund reserves to fund the monthly power invoice and directing budget amendment #6490 be included as part of the formal meeting minutes of the March 27th 2025 meeting of the Board of Trustees.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Julia Robins, Trustee  
**SECONDER:** Mary Bess Phillips, Trustee  
**AYES:** Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-2025-12**

WHEREAS, the Board is considering a proposed bond resolution for the acquisition of a Fire Boat; NOW, THEREFORE, BE IT RESOLVED that the Board is the lead agency under SEQRA, the proposed bond resolution is a Type II action under SEQRA, as it involves the purchase of equipment, and no further environmental review is required.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Mary Bess Phillips, Trustee  
**SECONDER:** Lily Dougherty-Johnson, Trustee  
**AYES:** Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-2025-13**

RESOLUTION approving the attached bond resolution dated March 27, 2025 provided by Norton Rose Fulbright, in the amount of \$1,000,000 for the acquisition of a Fire Boat.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Kevin Stuessi, Mayor  
**SECONDER:** Patrick Brennan, Trustee  
**AYES:** Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

VILLAGE CLERK

**RESOLUTION # 03-2025-14**

RESOLUTION to ratify the approval of Mayor Stuessi signing application documents related to the 2025-2026 LGRMIF (Local Government Records Management Improvement Fund) Grant Application.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Patrick Brennan, Trustee  
**SECONDER:** Julia Robins, Trustee  
**AYES:** Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-2025-15**

WHEREAS, the Parsons School of Design seeks to enter into an agreement with the Village of Greenport to permit Parson School students participating in their capstone projects to propose theoretical concepts of how to improve management and marketing of the Village’s camera obscura, NOW, THEREFORE, the Board authorizes the Mayor to execute the agreement with the Parsons School for such purpose, subject to review and approval as to form by the Village Attorney.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Julia Robins, Trustee  
**SECONDER:** Mary Bess Phillips, Trustee  
**AYES:** Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-2025-16**

RESOLUTION declaring as surplus, and no longer needed for municipal purposes, the following items utilized by the Village of Greenport Village Hall:

<u>Quantity</u>	<u>Description</u>	<u>Vin#</u>
1	2001 Ford Crown Victoria 4 door car	2FAFP73W61X119260

<u>Quantity</u>	<u>Description</u>	<u>Serial#</u>
1	Underwriters laboratories Village Clerk Office Safe VOG 00245	A392981

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Mary Bess Phillips, Trustee  
**SECONDER:** Lily Dougherty-Johnson, Trustee  
**AYES:** Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-2025-17**

Resolution for Board approval of the proposed Written Public Comment Submission Policy

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Lily Dougherty-Johnson, Trustee  
**SECONDER:** Patrick Brennan, Trustee  
**AYES:** Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-2025-18**

Resolution for Village Board approval of the proposed Standard Procurement Contract

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Patrick Brennan, Trustee  
**SECONDER:** Julia Robins, Trustee  
**AYES:** Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-2025-19**

RESOLUTION approving the Public Assembly Permit Application submitted by the Agro Council and Greenport Business Improvement District for the Annual Cherry Blossom 5K fundraiser starting and ending from corner of Center Street and Third Street and includes the use of specified Village streets from 8:00 AM through 12:00 PM on April 26, 2025.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Julia Robins, Trustee  
**SECONDER:** Mary Bess Phillips, Trustee  
**AYES:** Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-2025-20**

RESOLUTION approving the Public Assembly Permit Application submitted by Denise Gillies on behalf of The Friends of Mitchell Park, for the use of a portion of Mitchell Park from 9:00 a.m. through 10:00 a.m. every Saturday from May 5, 2025 through October 25, 2025 for Tai Chi instruction, which will be offered at no cost to the public.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Mary Bess Phillips, Trustee  
**SECONDER:** Lily Dougherty-Johnson, Trustee  
**AYES:** Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-2025-21**

RESOLUTION approving the Public Assembly Application submitted by the Greenport Athletic Booster Club to host a 5K fundraiser on May 31, 2025 from 10:00-11:00 AM, using a route approved by Police Chief Grattan as described in the application.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Lily Dougherty-Johnson, Trustee  
**SECONDER:** Patrick Brennan, Trustee  
**AYES:** Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-2025-22**

RESOLUTION authorizing the suspension of the open container law of the Village of Greenport, per Section 35-3B and 35-3C of the Greenport Village Code, within the parameters approved on the public assembly application of the New York LGBT Network Festival, from 12:00 PM through 5:00 PM on June 22, 2025.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Patrick Brennan, Trustee  
**SECONDER:** Julia Robins, Trustee  
**AYES:** Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-2025-23**

RESOLUTION approving the Public assembly application received from Chandra Grant of the LGBT Network of Long Island to host the annual Pride Parade and Festival on June 22, 2025 to include a road closure on Front Street, between Main Street to Third Street starting at 11:00 am and running through the end of the Festival at 5:00pm.



**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Julia Robins, Trustee  
**SECONDER:** Patrick Brennan, Trustee  
**AYES:** Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-2025-24**

RESOLUTION approving Public assembly application received from USCG AUX 014-18-08 Southold Flotilla for an event in Mitchell Park to be held May 17, 2025 from 9:00 AM to 4:00 PM (rain date May 18, 2025), for public information on safe boating and educational opportunities, and approving a waiver of the \$250.00 application fee.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Mary Bess Phillips, Trustee  
**SECONDER:** Lily Dougherty-Johnson, Trustee  
**AYES:** Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-2025-25**

RESOLUTION approving Public assembly application received from Greenport Fire Department for an event in Mitchell Park to be held April 26, 2025 from 10:00 AM to 2:00 PM, for public information on Recruitment Campaign and free light bulb giveaway.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Mary Bess Phillips, Trustee  
**SECONDER:** Lily Dougherty-Johnson, Trustee  
**AYES:** Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-2025-26**

RESOLUTION approving Public assembly application received from Trustee Dougherty-Johnson on behalf of Village of Greenport / Greenport Civic for a cleanup trash on various streets in the Village of Greenport and to include cleanup of trash in Moores Woods, to be held April 19, 2025 from 8:30 AM to 10:30 AM.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Patrick Brennan, Trustee  
**SECONDER:** Julia Robins, Trustee  
**AYES:** Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-2025-27**

RESOLUTION approving the public assembly application received from Sarah Burnes to host a "Hands Off Rally" in support of the Nation-Wide Day of Action in Mitchell Park on April 5, 2025, from 1-2pm.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Julia Robins, Trustee
<b>SECONDER:</b>	Mary Bess Phillips, Trustee
<b>AYES:</b>	Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**VOUCHER SUMMARY**

**RESOLUTION # 03-2025-28**

RESOLUTION approving all checks per the Voucher Summary Report dated March 25, 2025, in the total amount of \$868,250.11 consisting of:

- o All regular checks in the amount of \$788,098.76, and
- o All prepaid checks (including wire transfers) in the amount of \$80,151.35.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Mary Bess Phillips, Trustee
<b>SECONDER:</b>	Lily Dougherty-Johnson, Trustee
<b>AYES:</b>	Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**MAYOR AND BOARD OF TRUSTEES**

**RESOLUTION # 03-2025-29**

RESOLVED, that the Village Board of Trustees of the Village of Greenport hereby accepts in its entirety the Findings and Recommendations of the Hearing Officer in the Civil Service Law Section 75 disciplinary hearing against an Employee #1204; and BE IT FURTHER RESOLVED, that the employment of the Employee will be terminated effective March 20, 2025.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Lily Dougherty-Johnson, Trustee
<b>SECONDER:</b>	Mary Bess Phillips, Trustee
<b>AYES:</b>	Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-2025-30**

RESOLUTION AUTHORIZING TREASURER TO SEND PROPOSED AGREEMENT TERMS TO RATEPAYERS WHEREAS, the Village operates its own utility systems and provides for rate charges, the payment of those charges, procedures for delinquent accounts, and payment plans for delinquent accounts, and WHEREAS, various electric ratepayers who previously agreed to payment plan terms with the Village, remain in arrears in the payment of utility charges and payments under the payment plan, and

**WHEREAS,** the Board desires to secure full payment on account of such delinquencies,

**NOW, THEREFORE,** the Board authorizes the Village Treasurer to execute on the Village’s behalf, and deliver to delinquent ratepayers who remain delinquent after previously agreeing to payment terms, agreements providing for payment of such delinquent sums over the course of a 6-month period, providing for monthly installment payments to pay for such delinquent and charges accruing hereafter.

<b>RESULT:</b>	<b>ADOPTED [4 TO 0]</b>
<b>MOVER:</b>	Lily Dougherty-Johnson, Trustee
<b>SECONDER:</b>	Patrick Brennan, Trustee
<b>AYES:</b>	Brennan, Dougherty-Johnson, Robins, Stuessi
<b>RECUSED:</b>	Phillips

**RESOLUTION # 03-2025-31**

VILLAGE RETIREE HEALTHCARE PREMIUM PAYMENT POLICY WHEREAS, the Board of Trustees is authorized to establish policies with respect to healthcare coverage for retirees who are enrolled in the Village’s healthcare plan provided through New York State Health Insurance Program (NYSHIP), and WHEREAS, the Village has a long standing policy providing for retirees to continue to participate in the Village NYSHIP healthcare coverage plan, and WHEREAS, retirees participating in the NYSHIP coverage plan pay to the Village for healthcare premiums, in accordance with a sliding scale dependent on length of service as follows: Minimum 10 years’ service: 50% for individual and 65% for family/dependent coverage, Minimum 15 years’ service: 40% for individual and 55% for family/dependant coverage, and Minimum 20 years’ service: 30% for individual and 45% for family/dependent coverage, and WHEREAS, such payments are due to the Village by the 15th of the month for payment for coverage for the following month,

**NOW, THEREFORE, it is hereby**

**RESOLVED,** that the Board reconfirms the aforesaid policy with respect to premium payment responsibility for retirees, and for the timing of retiree’s payment to the Village on account of premiums, and be it further

**RESOLVED,** that upon a retiree’s failure to make timely payment of any premium due, the Village Treasurer may provide notice to the retiree that the failure to remit such payment by the last non-holiday weekday of the month shall result in the cancellation of coverage, and be it further

**RESOLVED,** that if a retiree fails to remit payment by the last non-holiday weekday of the month in which such premium payment is due, that retiree’s coverage in NYSHIP is cancelled at the end of that month with no additional notice of cancellation required.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Patrick Brennan, Trustee
<b>SECONDER:</b>	Julia Robins, Trustee
<b>AYES:</b>	Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-2025-32**

VILLAGE OFFICIAL HEALTHCARE POLICY WHEREAS, the Board of Trustees is authorized to establish policies with respect to healthcare coverage for elected officials ("Officials"), and WHEREAS, the Village has a long standing policy providing for Officials to opt in to participate in the Village healthcare coverage plan provided through New York State Health Insurance Program (NYSHIP), and WHEREAS, upon opting in to the Village's health insurance coverage, the Village pays for the cost of individual coverage (premiums) in full and a participating official must pay for the cost of family or dependent coverage to the extent the cost for such family or dependent coverage exceeds the cost of individual coverage, NOW, THEREFORE, it is hereby RESOLVED, that the policy providing for the Village's payment of individual coverage for Officials and that Officials must pay for the cost of family or dependent coverage to the extent the cost for such family or dependent coverage exceeds the cost of individual coverage premiums is hereby confirmed, and be it further RESOLVED, that such premium payments to be paid by an Official shall be paid to the Village no later than the first of each month when such payment is due for that month, and be it further

**RESOLVED**, that upon failure to make timely payment of any premium due, the Village Treasurer may provide notice to the Official that the failure to remit such payment by the last non-holiday weekday of the month shall result in the cancellation of coverage, and be it further

**RESOLVED**, that if an Official fails to remit payment of any amount due on account of costs owed by the Official by the last non-holiday weekday of the month in which such notice has been provided and/or in which such premium payment is due, that Official's family or dependent's coverage in NYSHIP is cancelled at the end of that month with no additional notice of cancellation required and be it further

**RESOLVED**, cancellation of coverage is not a federal continuation of benefits (COBRA) qualifying event.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Julia Robins, Trustee
<b>SECONDER:</b>	Mary Bess Phillips, Trustee
<b>AYES:</b>	Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-025-33**

RAILROAD DOCK RULES AND REGULATIONS RESOLUTION - ATTACHED

**RESULT:**        **TABLED [UNANIMOUS]**  
**MOVER:**         Kevin Stuessi, Mayor  
**SECONDER:**     Patrick Brennan, Trustee  
**AYES:**           Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-2025-34**

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND SUBMIT THE ANNUAL MS4 STORMWATER REPORT TO THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION WHEREAS, the Village is required to file its annual MS4 stormwater report by April 1, 2025, and WHEREAS, the Village requested that J.R. Holzmacher P.E., LLC (Holzmacher) prepare the report on the Village’s behalf and Holzmacher has completed the report, NOW, THEREFORE, be it resolved that

- . The Board hereby confirms the retention of Holzmacher at the previous agreed rate of \$1,600 to prepare the annual MS-4 stormwater report.
- . The Board accepts the report prepared by Holzmacher.
- . The Board authorizes the Mayor to sign the report and arrange to submit the report to the New York State Department of Environmental Conservation on or before April 1, 2025.

**RESULT:**        **ADOPTED [UNANIMOUS]**  
**MOVER:**         Lily Dougherty-Johnson, Trustee  
**SECONDER:**     Patrick Brennan, Trustee  
**AYES:**           Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-2025-35**

Motion made to exit to Executive Session to discuss a Human Resource issue and advice of Counsel.

**RESULT:**        **ADOPTED [UNANIMOUS]**  
**MOVER:**         Kevin Stuessi, Mayor  
**SECONDER:**     Lily Dougherty-Johnson, Trustee  
**AYES:**           Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

**RESOLUTION # 03-2025-36**

Motion to adjourn from Executive Session.

**RESULT:**        **ADOPTED [UNANIMOUS]**  
**MOVER:**         Kevin Stuessi, Mayor  
**SECONDER:**     Lily Dougherty-Johnson, Trustee  
**AYES:**           Brennan, Dougherty-Johnson, Phillips, Robins, Stuessi

## RESOLUTION # 03-2025-33

### RAILROAD DOCK RULES AND REGULATIONS RESOLUTION

WHEREAS, in accordance with Village Code §48-20, the Board of Trustees is authorized to establish and amend, from time to time, rules and regulations for the operation and use of moorings and docks under the Village's jurisdiction, including at the dock known as Railroad Dock,

NOW, THEREFORE, it is hereby

RESOLVED, that the Board adopts the following rules and regulations in accord with Village Code §48-20:

1. Boat berths may be rented, when available. Such berths shall be assigned to parties hereunder by the Harbormaster as and where available, subject to the rules and regulations hereinafter set forth, the provisions of Village Code Chapter 48 and such other and further rules and regulations hereafter adopted by the Board of Trustees.
2. All applications for docking or mooring permits must be filed in the office of the Village Clerk and must be in the form furnished by the Harbormaster. Applicants must be 18 years or older. The application submission must include proof of insurance (to include an original certificate of insurance naming the Village as an additional insured), as follows:
  - a. Maritime liability insurance, including contractual liability coverage, in an amount not less than one Mill Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) for the annual aggregate amount of bodily injury and property damage and other general liability;
  - b. Workers' compensation and employers' liability insurance for all contractors performing services for the vessel in compliance with all applicable New York State laws and regulations and disability benefits insurance.
  - c. Hull insurance satisfactory to the Village;
  - d.
3. All applications also shall include a hold harmless and indemnification providing the following:
4. **INDEMNIFICATION AND LIABILITY.**
  - a. To the fullest extent permitted by law, permittee shall at all times defend (with

counsel approved by the Village), indemnify, and hold harmless the Harbormaster, Village, and its officials, employees and agents existing now or in the future, its or their successors and assigns, and its or their employees, members, officers, directors, contractors, subcontractors, agents, consultants, representatives, commissioners, and any other persons acting on their behalf (the foregoing, each, an "Indemnitee", and, collectively, the "Indemnitees") from and against, and hereby releases (on behalf of itself and anyone claiming by, through or under the Licensee) the Indemnitees from, any and all damages, losses, costs, liabilities, suits, obligations, violations, fines, damages, penalties, liens, claims, judgments, charges, detriments, and expenses (collectively, "Costs") which may be suffered by, imposed upon or incurred by or asserted against any of the Indemnitees arising out of or in connection with (directly or indirectly): (a) any acts or failure to act, including any negligent or tortious act or failure to act, in connection with the permit or use of the Village dock, occupancy of the dock and surrounding area, use of and repairs to the vessel that is the subject of the permit by or on behalf of the permittee, its guests, officers, directors, employees, agents, invitees, contractors and subcontractors, including, without limitation, any accident, injury (including death at any time resulting therefrom), or damage to any person or property (except to the extent caused by the gross negligence or willful misconduct of the Indemnitees), or (b) any failure on the part of the permittee to keep, observe, perform or comply with any of the Village laws, rules and regulations, covenants, agreements, provisions, terms, conditions or limitations contained in the permit or authorized by the permit. "Costs" shall include reasonable attorneys' fees and other costs incurred by the any Indemnitee. Each of the permittee and the Village intends that each of the Indemnitees be, and each Indemnitee is, a third-party beneficiary of this Agreement.

- b. It is understood and agreed that the permittee by its acceptance of a permit is agreeing to assume all risk of losses, damages, expenses, personal injury or death which he or she may suffer or sustain while upon, about or in the vicinity of the dock, facilities, property or premises of the Village. Accordingly, permittee, as a condition of obtaining a permit, hereby releases and discharges the Indemnitees from and against, and covenants not to sue the Indemnitees for, any and all liability, claims, suits, demands, losses or damages on any account, which permittee or other persons claiming under or through permittee, have or can or may have as the result of any losses, damages, expenses, personal injuries, or death which permittee, or any persons whosoever claiming under or through permittee, may suffer or sustain while upon, about or in the vicinity of the dock, facilities, property or premises of the Village, whether said losses, damages, expenses, personal injuries or death is caused or alleged to be caused, in whole or in part, by the fault, failure or negligence of any or all of the Indemnitees or otherwise.

5. The Village Clerk shall forward the applications to the Harbormaster for review. All applications will be reviewed by the Harbormaster, and in the sole discretion of the Harbormaster, permits may be issued to applicants in the following priority:

- a. Any person actually residing in the Village applying for a renewal or new permit, and if a renewal, such permit shall have not been revoked.
  - b. Any nonresident who is an owner of record of title to real property in the Village, either in his or her name only or jointly with some other person or persons (and a copy of the deed demonstrating such title shall be included with the application).
  - c. Any nonresident of the Village who operates a business in the Village with a physical location within the Village boundaries.
  - d. Any nonresident of the Village who does not fall within one of the aforementioned categories.
6. Moorings and docking spaces shall be assigned by the Harbormaster. There is no guarantee of any permanent slip for any vessel, as location is available on a first-come, first-served basis.
7. Add provisions re type of vessels permitted.
8. The Harbormaster may reject any application for any type of vessel for any reason which in his or her judgment may jeopardize the safety of other permit holders and their vessels, and shall reject any applications to tie, moor or dock a boat which has living quarters, but is neither a sailing vessel or nonmechanically propelled.
9. Permit conditions:
- a. All permits shall assign the permit holder to a specific location for a specific boat. The permittee must be the registered owner of the vessel at and during the course of the period of the permit to be issued.
  - b. Permits are not transferable.
  - c. The dock year begins on May 1 and ends on November 15 of the same year. A seasonal permit sought for a longer period of time must so indicate the time sought, which shall not extend to the date when the next seasonal year begins.
  - d. All permits are issued subject to compliance by the permittee with Village Code Chapter 48, other applicable provisions in the Village Code, and New York State and United States laws and regulations relating to vessels and navigation.
  - e. All permits are issued for a berthing location on as "as is" basis with no representation by the Village as to the condition of the berth.
  - f. At any time during the permit period, the Harbormaster may request the permittee to remove or relocate the vessel for the purpose of dock



repairs, reconstruction of bulkheads and poles, dock improvements or for any other Village purpose. Upon such notice given by the Harbormaster, which notice shall be sufficient if mailed to the permittee at the address set forth in the application, the permittee shall remove the vessel as directed by the Harbormaster.

- g. At the sole discretion of the Harbormaster for purposes of safety or accessibility, a vessel may be required to be moved to another berth.
- h. At no time shall any permittee modify or make improvements to the dock, or install any equipment, facilities or utilities.
- i. No commercial activity shall be permitted on any docks or moorings without the prior written consent of the Board of Trustees. Included in commercial activity shall be fuel and ice servicing, repair work of any kind, welding, loading or off-loading of fish or other materials, commercial vehicles or vendor vehicles.
- j. No parking of motor vehicles on any dock, except for and during loading and off-loading.
- k. No person shall bathe, wade or swim in any waters adjacent to the Railroad dock.
- l. No permittee or guest of permittee shall smoke or vape on the dock or a vessel when the boat is docked.
- m. No person shall use the Railroad dock for the purpose of diving or jumping into the waters adjacent to the dock.
- n. No owner, permittee or other person in charge of any vessel shall empty, clean out, pump out or otherwise discharge water or waste material from the toilets into the water adjacent to the dock, and such activity shall not be permitted in any location not permitted under applicable waterway and/or navigation laws.
- o. If electricity is provided for the use of a vessel berthed at the dock, such electricity is only to be used during the hours of 6:00am to 10:00pm. Electricity may only be used for minor repairs. Service of any electricity may be terminated by the Village at any time, without notice.
- p. Where electricity is provided, the permittee shall be responsible to pay the Village at a rate determined by the Village from time to time.
- q. Connections to any utilities available at the dock shall be at the sole discretion of the Harbormaster and no such connection may be made without receiving written approval from the Harbormaster. As a precondition to such authorization, permittee shall submit to the Village an escrow deposit for utility costs to be incurred in an amount of \$2,500. The Village shall apply payments due for such utility usage from the utility deposit. Upon the reduction of the deposit to \$1,000 or less, the permittee shall be required to provide an additional deposit to the Village to bring the deposit amount back up to \$2,500. The Village shall provide notice to the permittee of the

amount required to bring the deposit up to \$2,500, which notice shall be in writing, provide the amount required to be provided to the Village and the date by which such deposit shall be submitted to the Village. If the permittee fails to timely provide the Village with the additional deposit sum as required herein, the permit may be revoked in accordance with Village Code chapter 48. After the termination of the permit period and after making payments from the escrow deposit to the Village for the cost of such utility usage in the full amount due, the Village shall return the balance of the escrow deposit then remaining.

- r. Any vessel not berthed where permitted pursuant to a permit may be towed away at the expense of the owner and impounded until the towing fees are paid. When feasible and when doing so shall not impede safe navigation, no prior notice is required before such removal. In all other circumstances, notice shall be provided and the vessel owner shall be provided with an opportunity to be heard with respect to such removal. All removal fees shall be borne by the owner.
- s. Every permittee, and his or her guests, shall conduct himself or herself in an orderly manner and shall endeavor to cause no discomfort or inconvenience to any other person or vessel. All persons using the dock or on any vessel shall abide by any reasonable request of the Harbormaster or other person with jurisdiction to make such request.
- t. Permittees shall be responsible for the appearance and cleanliness of the vessel, pilings and bulkhead in front of an adjacent to the berth or dock assigned to such permittee. Permittees shall remove all trash to existing trash receptacles and comply with all Village laws relating to litter and debris. Permittees shall be responsible for their pets and comply with all Village laws relating to animal leashing and animal waste.
- u. No permittee or any guest of a permittee shall post, distribute, cast or leave any bills, placards, tickets, handbills, circulars or advertisements of any other material for advertising purposes on the dock.
- v. Sleeping on a vessel overnight is strictly prohibited.
- w. No person shall clean fish at the Village dock or at any mooring location.
- x. Except when to provide protection from an incoming significant storm, and as approved by the Harbormaster, no vessels at the dock shall be covered by means of any tarp, canvas or shrinkwrap.
- y. No permittee shall use a berth for commercial purposes, including the rental, letting, leasing or similar activity of a vessel.

10. A permit issued to a vessel shall be displayed on the vessel wheelhouse or window.
11. Masters and crews shall be responsible for their own conduct and that of their vessel, and failure to abide by the rules and regulations may result in the revocation of the permit in accordance with Village Code Chapter 48.
12. Removal of sunken vessels. It shall be the duty of the permittee to immediately notify the harbormaster of a sunken vessel or a vessel at risk of sinking. It shall also be the duty of the permittee, in accordance with all applicable navigation, environmental and safety laws and regulations to safely complete the removal of any vessel that sunk at the dock, accidentally or otherwise, within 5 days after the boat has sunk. If the harbormaster determines that any vessel interferes with or substantially endangers navigation, the Village may remove the vessel immediately, after giving notice of such intent, at the cost of the permittee. Until the vessel has been removed, the permittee shall immediately mark the vessel with a buoy or beacon during the day and a lighted lantern at night and maintain such marks until the vessel is removed.
13. Violations of these rules and regulations shall subject the permittee and the person violating the rules and regulations to penalties as provided in Village Code chapter 48.
14. The Board of Trustees may amend or supplement these rules and regulations from time to time by resolution.

Bill VOG 06-25

A local law to amend Chapter 65 ("Fire Prevention and Building Construction") of the Code of the Village of Greenport, to repeal a provision of law relating to Building Inspector duties.

**Section 1.** Section 65-3(B) is hereby rescinded.

**Section 2. Severability.** If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

**Section 3. Effective date.** This local law shall take effect immediately upon filing with the Secretary of State.

A local law to amend Chapter 65 of the Code of the Village of Greenport, to add provisions regulating plumbing and electrical work performed in the Village of Greenport.

**Section 1.** Chapter 65 of the Code of the Village of Greenport is hereby amended, to include a new Article III, to read as follows:

**“Article III. Plumbing Work.**

**§65-11. Adoption of standards.**

The plumbing standards of the New York State Uniform Fire Prevention and Building Code (Uniform Code) shall be the minimum standards for all buildings hereafter constructed in the Village of Greenport and for all existing buildings wherein any installation, alteration, repair or replacement of or addition to any plumbing system is proposed to be done.

**65-12. Plumbing permit required; exception.**

- A. No installation, alteration or replacement of, nor any addition to, any plumbing system, including any fire sprinkler system, in any building or structure shall be made without first applying for and obtaining a plumbing permit from the Building Department. The fee for and duration of such plumbing permit shall be as determined from time to time by resolution of the Board of Trustees. Such fee shall accompany each application, which shall be in writing, and shall be filed with the Building Inspector. The form for such application shall be as prescribed by the Building Inspector.
  
- B. The foregoing provisions of this section notwithstanding, minor repairs may be made to plumbing systems without the necessity of first obtaining a permit. Minor repairs include basic maintenance work and part for part replacements on existing systems, which includes replacing existing faucets, toilet seats, fixing minor leaks on fixtures, clearing minor drain clogs, replacing worn-out washers and/o-rings, and replacing existing plumbing fixtures with similar ones without altering the existing pipework. Minor repairs shall not include the installation of new gas, soil, waste, drainage or vent pipes or the connection of additional fixtures to existing gas, soil, waste, drainage or vent pipes.

**65-13. Application requirements.**

- A. Applications for plumbing permits shall be to the Building Inspector, on forms provided by the Building Department, and shall include such information and description of work and diagrams as the Building Inspector deems necessary.
- B. Where plans and specifications filed in connection with an application for a building permit do not contain sufficient details or where no building permit has been applied for, the Building Inspector may require the plumber to file, as part of his application, a drawing on tracing cloth or a print of the system of plumbing showing the location of the various fixtures, lines, valves and other items required by the Uniform Code. Such plans, drawings or prints shall be drawn to scale and shall contain such floor plans and sections as may be necessary to show clearly any plumbing work to be done. They shall also show partitions and the method of ventilating bathrooms and toilet rooms. Such plans, drawings or prints must be signed by an architect, professional engineer or licensed plumber.
- C. No modification of the approved plans, drawings or prints will be permitted unless amended plans, drawings or prints covering the proposed change or changes are filed with and approved by the Building Inspector.

**65-14. Display of permit.**

A plumbing permit shall be prominently displayed on the premises while the work is being performed.

**65-15. Licensed plumber required.**

All plumbing work shall be performed by or under the direct supervision of a plumber licensed to perform plumbing work in Suffolk County, except as otherwise provided in this chapter.

**65-16. Notice of commencement of work; inspection; certificate of approval.**

A. In cases where no building permit has been issued, notice shall be given to the Building Inspector by the plumber when any work is begun. Upon the completion of such work, it shall be inspected by the Building Inspector. If found to have been done satisfactorily in accordance with the permit issued therefor, the Building Inspector shall issue a certificate of approval.

B. It shall be unlawful to use any plumbing system until a certificate of occupancy (in the case of work covered by a building permit) or a certificate of approval has been issued therefor.

**65-17. Other Provisions Applicable.**

Such other provisions of this chapter as relate to building permits, including but not limited to provisions for revocation, notice and stop-work orders, which are not inconsistent herewith shall be applicable to plumbing permits.

**65-18. Penalties.**

A violation of any of the provisions of this article, including performance of work without a plumbers' license or a required building permit shall be subject to the penalties set forth in section 65-10."

**Section 2.** Chapter 65 of the Code of the Village of Greenport is hereby amended, to include a new Article IV, to read as follows:

**"Article IV. Electrical Work.**

**65-19. Performance of Electrical Work.**

A. No person shall install, alter or repair electrical wiring, apparatus, fittings, appliances or equipment other than:

- (1) A master electrician; or
- (2) A person hired by or working under the general supervision of a master electrician.

B. A person authorized herein to perform electrical work in the Village must register annually with the Village, and provide any information and documentation required from time to time by the Building Department, including proof of insurance and an annual fee as required by the Board of Trustees from time to time.

**Section 3.** Any local law or provision of the Code of the Village of Greenport in conflict with this local law is hereby repealed to the extent of such conflict, except that such repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of such local law, ordinance or resolution prior to the effective date of this local law.

**Section 4.** If any clause, sentence, paragraph, section, article, or part of this local law shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate any other part of this local law, or the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section,

article, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

**Section 5.** This local law shall take effect immediately upon adoption and filing pursuant to the Municipal Home Rule Law.



A local law to amend Section 65-10 of the Code of the Village of Greenport, to amend the penalty provisions with respect to violations of Chapter 65.

**Section 1.** Section 65-10 of the Code of the Village of Greenport is hereby amended, to read as follows:

**"§65-10. Penalties.**

A. The performance of any construction work without a building permit, the occupancy of a building or structure without a required certificate of occupancy or completion, as applicable, and/or the performance of any construction work without permitting an inspection required by this chapter, is a violation of this chapter and shall be punishable by a fine in the amount of:

- (1) \$1,000,
- (2) \$1,000 to \$2,500 for a second offense within an eighteen (18) month period, and
- (3) \$2,500 to \$5,000 for a third or subsequent offense within an eighteen (18) month period.

B. For purposes of multiple offenses within an eighteen (18) month period, any person or entity that is a member of a limited liability company, professional limited liability company or limited liability partnership, a partner of a partnership or an officer of a corporate entity, shall be subject to the increase in penalties in the same manner as an individual subject to the increasing offenses occurring within an eighteen (18) month period.

C. Each and every day that any violation shall exist shall be a separate violation punishable as a separate offense of this chapter with a separate fine in accordance with subsection A above.

**Section 2.** Any local law or provision of the Code of the Village of Greenport in conflict with this local law is hereby repealed to the extent of such conflict, except that such repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of such local law, ordinance or resolution prior to the effective date of this local law.

**Section 3.** If any clause, sentence, paragraph, section, article, or part of this local law shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate any other part of this local law, or the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, article, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

**Section 4.** This local law shall take effect immediately upon adoption and filing pursuant to the Municipal Home Rule Law.

VIA EMAIL: [abrautigm@greenport.org](mailto:abrautigm@greenport.org)

March 24, 2025 [REVISED]

Mr. Adam Brautigam  
Village Treasurer  
Village of Greenport  
236 Third Street  
Greenport, New York 11944

Re: Village of Greenport, Suffolk County, New York  
Acquisition of a Fire Boat  
\$1,000,000 Bonds  
Our File: 1000362609.28 (212)

Dear Adam:

Attached for your review and comment are the following:

- (a) Bond resolution to pay for the cost of the acquisition of a fire boat. This resolution requires the affirmative vote of at least four of the five members of the Board of Trustees and is subject to permissive referendum. In Section 11.00, please fill in the official newspaper(s) of the Village.
- (b) Notice of Adoption. This notice must be published once in the official newspaper(s) designated in Section 11 of the resolution. The bond resolution will be invalid unless such publication occurs within ten (10) calendar days of adoption of the resolution.
- (c) Affidavit of Posting. Affidavit of posting of the Notice of Adoption, which must be posted in at least six conspicuous places throughout the Village within ten (10) of adoption of the resolution. The bond resolution will be invalid if this posting is not timely.
- (d) Legal Notice of Estoppel, which can be published after the enclosed resolution becomes effective (assuming the Notice of Adoption is published within the required timeframe, the bond resolution will become effective 30 days after the date of the adoption of the resolution). Publish once in the official newspaper(s) of the Village.

When available, please email to me ([uyen.poh@nortonrosefulbright.com](mailto:uyen.poh@nortonrosefulbright.com)) and ([judy.velez@nortonrosefulbright.com](mailto:judy.velez@nortonrosefulbright.com)) with the following:

- (a) Certified copy of the bond resolution.
- (b) Originally signed Clerk's affidavit of posting of the Notice of Adoption.
- (c) Original printer's affidavit of publication of the Notice of Adoption from the newspaper or newspapers in which the notice was published.

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Mr. Adam Brautigam  
March 24, 2025  
Page 2

NORTON ROSE FULBRIGHT

- (d) Original printer's affidavit of publication of the Legal Notice of Estoppel of the resolution from the newspaper or newspapers in which the same was published.

Please do not hesitate to call if you have any questions.

Very truly yours,

Uyen Poh  
UP:jv  
Enclosures

At a special meeting of the Board of Trustees of the Village of Greenport, Suffolk County, New York, held at the Village Hall, in Greenport, New York, in said Village, on March 27, 2025, at \_\_\_\_\_ o'clock \_\_\_\_\_ .M., Eastern Time.

The meeting was called to order by \_\_\_\_\_, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by Trustee \_\_\_\_\_, who moved its adoption, seconded by Trustee \_\_\_\_\_, to-wit:

BOND RESOLUTION DATED MARCH 27, 2025.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,000,000 BONDS OF THE VILLAGE OF GREENPORT, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE ACQUISITION OF A FIRE BOAT, IN AND FOR SAID VILLAGE.

WHEREAS, all conditions precedent to the financing of the capital purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital project; NOW, THEREFORE, BE IT

RESOLVED, by the Board of Trustees of the Village of Greenport, Suffolk County, New York (the "Village"), as follows:

Section 1. For paying the cost of the acquisition of a fire boat, in and for the Village, including incidental expenses in connection therewith, a specific object or purpose, there are hereby authorized to be issued \$1,000,000 bonds of said Village pursuant to the provisions of the Local Finance Law.

Section 2. The estimated maximum cost of the aforesaid specific object or purpose is hereby determined to be \$1,000,000, and the plan for the financing thereof is by the issuance of \$1,000,000 bonds of said Village authorized to be issued pursuant to this bond resolution. If grant monies are received for the aforesaid specific object or purpose, the same may be expended in lieu of the proceeds of obligations authorized hereunder and the amount of the bonds to be issued shall be reduced accordingly. The aggregate amount to be expended for the aforesaid specific object or purpose shall not exceed the estimated maximum cost thereof, as the same may be amended from time to time.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is ten years pursuant to subdivision twenty-six of paragraph a

of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds authorized will exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Village of Greenport, Suffolk County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Village by the manual or facsimile signature of the Village Treasurer and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the Village Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Village Treasurer, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as Village Treasurer shall deem best for the interests of said Village; provided, however, that in the exercise of these delegated powers, the Village Treasurer shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Village Treasurer shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Village by the facsimile signature of the Village Treasurer, providing for the manual countersignature of a fiscal agent or of a designated official of the Village), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Village Treasurer. It is hereby determined that it is to the financial advantage of the Village not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Village Treasurer shall determine.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said Village is not authorized to expend money, or



(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. Upon this resolution taking effect, the same shall be published in summary form in \_\_\_\_\_, the official newspaper, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 12. This resolution is adopted subject to permissive referendum in accordance with Section 36.00 of the Local Finance Law and Article 9 of the Village Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call,  
which resulted as follows:

\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_

The resolution was thereupon declared duly adopted.

\* \* \*

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

I, the undersigned Clerk of the Village of Greenport, Suffolk County, New York, DO  
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Board of Trustees of said Village, including the resolution contained therein, held on March 27, 2025, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that said meeting was (i) open to the general public pursuant to Section 103 of the Public Officers Law or (ii) conducted in conformance with Section 103-a of the Public Officers Law.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or Other News Media

Date Given

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notices

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Village on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Village Clerk

(CORPORATE  
SEAL)

## **EXHIBIT B – NOTICE OF ADOPTION**

### Instructions:

The Notice of Adoption must be published and posted within 10 days from the date of the adoption of the bond resolution otherwise the bond resolution will need to be re-adopted.

This notice must be published once in the official newspaper(s) designated in Section 11 of the resolution and posted in 6 conspicuous places in the Village.

Please email to us a copy of the printer's affidavit of publication of the Notice of Adoption from the newspaper or newspapers in which the Notice of Adoption was published.

**NOTICE OF ADOPTION**

NOTICE IS HEREBY GIVEN that the Board of Trustees of Village of Greenport, Suffolk County, New York (the "Village"), at a meeting held on March 27, 2025, duly adopted the resolution summarized below, subject to a permissive referendum.

The resolution provides that the faith and credit of the Village are irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable; that an annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year; that the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds authorized by such resolution, including renewals of such notes, is delegated to the Village Treasurer; that all other matters, except as provided in such resolution, relating to the bonds authorized, including the date, denominations, maturities and interest payment dates, within the limitations prescribed in such resolution and the manner of the execution of the same and also including the consolidation with other issues, and the authority to issue such obligations on the basis of substantially level or declining annual debt service, is delegated to and shall be determined by the Village Treasurer; and that this LEGAL NOTICE shall be published.

A summary of the bond resolution follows:

BOND RESOLUTION DATED MARCH 27, 2025.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,000,000 BONDS OF THE VILLAGE OF GREENPORT, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE ACQUISITION OF A FIRE BOAT, IN AND FOR SAID VILLAGE.

The period of probable usefulness of the aforesaid specific object or purpose is ten years pursuant to subdivision twenty-six of paragraph a of Section 11.00 of the Local Finance Law.

THE FULL TEXT OF THIS BOND RESOLUTION IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE VILLAGE CLERK LOCATED AT 236 THIRD STREET, GREENPORT, NEW YORK, DURING NORMAL BUSINESS HOURS.

Dated: Greenport, New York  
\_\_\_\_\_, 2025

\_\_\_\_\_  
Village Clerk

## **EXHIBIT C – Affidavit of Posting**

### Instructions:

In addition to publishing the Notice of Adoption, it must also be posted in six (6) conspicuous public places in the Village.

Please list the six places in the attached Affidavit of Publication, fill in the date of posting, and email an executed copy to us.

The Notice of Adoption must be posted within 10 days from the date of the adoption of the bond resolution otherwise the bond resolution will need to be re-adopted.

AFFIDAVIT OF POSTING

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

I, the undersigned Clerk of the Village of Greenport, Suffolk County, New York,  
DEPOSE AND SAY:

That on \_\_\_\_\_, 2025, I caused to be posted a summary Notice of Adoption of A  
bond resolution adopted March 27, 2025, at the following six (6) conspicuous public places in  
said Village:

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A true, correct and complete copy of such summary Notice of Adoption, in the exact form  
in which the same was actually posted, is set forth below:

**NOTICE OF ADOPTION**

NOTICE IS HEREBY GIVEN that the Board of Trustees of Village of Greenport, Suffolk  
County, New York (the "Village"), at a meeting held on March 27, 2025, duly adopted the  
resolution summarized below, subject to a permissive referendum.

The resolution provides that the faith and credit of the Village are irrevocably pledged for  
the payment of the principal of and interest on such obligations as the same respectively  
become due and payable; that an annual appropriation shall be made in each year sufficient to  
pay the principal of and interest on such obligations becoming due and payable in such year;  
that the power to authorize the issuance of and to sell bond anticipation notes in anticipation of  
the issuance and sale of the bonds authorized by such resolution, including renewals of such  
notes, is delegated to the Village Treasurer; that all other matters, except as provided in such  
resolution, relating to the bonds authorized, including the date, denominations, maturities and  
interest payment dates, within the limitations prescribed in such resolution and the manner of  
the execution of the same and also including the consolidation with other issues, and the  
authority to issue such obligations on the basis of substantially level or declining annual debt  
service, is delegated to and shall be determined by the Village Treasurer; and that this LEGAL  
NOTICE shall be published.



A summary of the bond resolution follows:

BOND RESOLUTION DATED MARCH 27, 2025.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,000,000 BONDS OF THE VILLAGE OF GREENPORT, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE ACQUISITION OF A FIRE BOAT, IN AND FOR SAID VILLAGE.

The period of probable usefulness of the aforesaid specific object or purpose is ten years pursuant to subdivision twenty-six of paragraph a of Section 11.00 of the Local Finance Law.

THE FULL TEXT OF THIS BOND RESOLUTION IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE VILLAGE CLERK LOCATED AT 236 THIRD STREET, GREENPORT, NEW YORK, DURING NORMAL BUSINESS HOURS.

Dated: Greenport, New York  
\_\_\_\_\_, 2025

\_\_\_\_\_  
Village Clerk

Sworn to before me on  
\_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

## EXHIBIT D – LEGAL NOTICE OF ESTOPPEL

### Instructions:

The Legal Notice of Estoppel must be published after the resolution becomes effective (after 30 days from the adoption date, assuming the Notice of Adoption was published in a timely manner and no petition for a permissive referendum was submitted within the 30-day permissive referendum period).

This notice must be published once in the official newspaper of the Village.

Please email to us a copy of the printer's affidavit of publication from the newspaper in which the Legal Notice of Estoppel was published.

## LEGAL NOTICE OF ESTOPPEL

NOTICE IS HEREBY GIVEN that the resolution, a summary of which is published herewith, has been adopted by the Board of Trustees of the Village of Greenport, Suffolk County, New York, on March 27, 2025, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which said Village is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution. Such resolution was subject to a permissive referendum and the period of time has elapsed for the submission and filing of a petition for a permissive referendum and a valid petition has not been submitted and filed.

A summary of the aforesaid resolution is set forth below. The resolution provides as follows: that the faith and credit of the Village of Greenport, Suffolk County, New York (the "Village"), are irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable; that an annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year; that the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds authorized by such resolution, including renewals of such notes, is delegated to the Village Treasurer; that all other matters, except as provided in such resolution, relating to the bonds authorized, including the date, denominations, maturities and interest payment dates, within the limitations prescribed in such resolution and the manner of the execution of the same and also including the consolidation with other issues, and the authority to issue such obligations on the basis of substantially level or declining annual debt service, is delegated to and shall be determined by the Village Treasurer; and that this LEGAL NOTICE shall be published.

A summary of the bond resolution follows:

BOND RESOLUTION DATED MARCH 27, 2025.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,000,000 BONDS OF THE VILLAGE OF GREENPORT, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE ACQUISITION OF A FIRE BOAT, IN AND FOR SAID VILLAGE.

The period of probable usefulness of the aforesaid specific object or purpose is ten years pursuant to subdivision twenty-six of paragraph a of Section 11.00 of the Local Finance Law.

THE FULL TEXT OF THIS BOND RESOLUTION IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE VILLAGE CLERK LOCATED AT 236 THIRD STREET, GREENPORT, NEW YORK, DURING NORMAL BUSINESS HOURS.

Dated:           Greenport, New York  
                  \_\_\_\_\_, 2025

\_\_\_\_\_  
Village Clerk



236 THIRD STREET  
GREENPORT, NY 11944

Tel: (631)477-0248  
Fax: (631)477-1877

[villageofgreenport.org](http://villageofgreenport.org)

**MAYOR**  
KEVIN STUESSI  
EXT 215

**TRUSTEES**  
MARY BESS PHILLIPS  
DEPUTY MAYOR

PATRICK BRENNAN

LILY DOUGHERTY-JOHNSON

JULIA ROBINS

**VILLAGE TREASURER**  
ADAM BRAUTIGAM  
EXT 217

**VILLAGE CLERK**  
CANDACE HALL  
EXT 214

Please find enclosed a Village of Greenport Application for the Commercial Railroad Dock.

If you would like to rent a berth, please complete the form and return it with payment in full by July 1<sup>st</sup> of this year. Also, please enclose a copy of your vessel documentation, your New York State Marine Permit Certificates, and your vessel insurance paperwork. The fee structure is outlined below.

SEASONAL: \$20 PER FOOT  
TRANSIENT: \$100 PER DAY

Below is a section of the Local Law of the year 2014 that amends Chapter 48 of the Greenport Village Code Regarding Boats and Boating. This is an Amendment to Section 48-17(D)(5)(a) of the Greenport Village Code regarding "Proof of Insurance; Hold Harmless and Indemnification." This section explains the type and amount of insurance that is needed for the Commercial Railroad Dock. For more information on this, please obtain a copy of the Village of Greenport Code and read Chapter 48, "Boats and Boating".

Also enclosed in this application is a "Hold Harmless and Indemnification Agreement" that must be signed and sent in with your application and proof of insurance. If you have any questions, please do not hesitate to call this office.

Please make your check payable to the Village of Greenport, Attention: Harbor Manager, 236 3<sup>rd</sup> Street, Greenport, NY 11944.

Thank you for your attention to this matter and I look forward to hearing from you soon.

Sincerely,  
Harbor Manager  
Village of Greenport  
631-477-2200



**236 THIRD STREET  
GREENPORT, NY 11944**

**Tel: (631)477-0248  
Fax: (631)477-1877**

**villageofgreenport.org**

**MAYOR  
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EXT 215**

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**VILLAGE TREASURER  
ADAM BRAUTIGAM  
EXT 217**

**VILLAGE CLERK  
CANDACE HALL  
EXT 214**

**Please be advised that your signature on this document shall represent your understanding of the Village Code 48-17(D)(5)(a) regarding:**

*Proof of Insurance: Hold Harmless and Indemnification*

- a. *For the Railroad Dock, proof of insurance in the form of an original certificate of insurance naming the Village of Greenport as an additional insured for not less than the following amounts and types:*
- i. *Maritime liability insurance, including contractual liability coverage, in an amount not less than One Million Dollars (\$1,000,000.) per occurrence and Two Millions Dollars (\$2,000,000) for the annual aggregate amount of bodily injury and property damage and other general liability.*
  - ii. *Proof of automobile liability insurance satisfactory to the Village.*
  - iii. *Worker's compensation and Employers Liability Insurance for all contractors performing services for the vessel in compliance with all applicable New York State Laws and Regulations and Disability Benefits insurance, if required by law.*
  - iv. *Proof of hull insurance satisfactory to the Village.*
  - v. *Water Pollution discharge insurance.*

**X** \_\_\_\_\_ **DATE**

**VESSEL REPRESENTATIVE**



236 THIRD STREET  
GREENPORT, NY 11944

Tel: (631)477-0248  
Fax: (631)477-1877

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**MAYOR**  
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EXT 217

**VILLAGE CLERK**  
CANDACE HALL  
EXT 214

COMMERCIAL FISHING/RAILROAD DOCK APPLICATION

NAME OF VESSEL:

LOA / BEAM / DRAFT:

REGISTRATION NUMBER:

DOCUMENTATION NUMBER:

NAME OF OWNER:

MAILING ADDRESS:

PHONE NUMBER:

NAME OF CAPTAIN:

ADDRESS:

CAPTIAN PHONE NUMBER:

PROOF OF INSURANCE ATTACHED: YES / NO

I CERTIFY that I am the legal representative of the above-named vessel and by my signature swear that all information given in this application is true to the best of my knowledge. I also understand that it is my responsibility to obtain and read a copy of the Village's "RULES AND REGULATIONS FOR PERMIT HOLDERS" and to be sure that I and my crew abide by them.

I have read the terms and conditions as part of this application. I understand the failure to observe the terms and conditions herein shall cancel the approval to rent a Village Dock. I agree to indemnify and hold harmless the Village of Greenport from any claims for any harm or damage caused by my vessel to any person, property or other vessel.

X \_\_\_\_\_ DATE  
VESSEL REPRESENTATIVE



236 THIRD STREET  
GREENPORT, NY 11944

Tel: (631)477-0248  
Fax: (631)477-1877

villageofgreenport.org

**MAYOR**  
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ADAM BRAUTIGAM  
EXT 217

**VILLAGE CLERK**  
CANDACE HALL  
EXT 214

**RAILROAD DOCK RULES** -Please read and sign to represent your understanding of these rules.

- (1) No commercial activity shall be allowed on any docks or moorings within ownership or lease of the Village of Greenport without prior consent of the Village. Included in commercial activity shall be fuel and ice servicing, repair work of any kind, welding, loading or off-loading of fish or other materials, or commercial vehicles or vendors' trucks.
- (2) There shall be no parking of motor vehicles on any of the docks, except for loading and off-loading.
- (3) Moorings and docking spaces shall be assigned by the Harbormaster.
- (4) Masters and crews shall be responsible for their own conduct and that of their vessel, and failure to abide by the rules and regulations or misconduct of master and/or crew may result in the immediate suspension of the permit, in the discretion of the Harbormaster.
- (5) These rules and regulations may be amended from time to time, and amendments shall be posted in accordance with Article II of Chapter 48.
- (6) Violations shall subject the violator to the penalties imposed by Article II of Chapter 48. Said penalties shall include but are not limited to immediate revocation of permit, imprisonment and/or fine.
- (7) Use and operation of the Railroad Dock shall be under the direction of Village of Greenport.
- (8) There will be no guaranty of any permanent boat slip for any vessel, and all vessels will be granted dockage on a first-come-first-served basis, provided that said vessel is proper for the space allowed by direction of the Harbormaster and/or his deputy.
- (9) Rafting will be allowed under the supervision and direction of the Harbormaster. If, in the sole opinion of the Harbormaster, rafting becomes dangerous or not in the best interests for the protection of the dock or other boats or facilities, the Harbormaster or his deputy shall direct the vessels in further, securing, moving or removing the raft of vessels. Said vessels shall comply with his directions immediately in a seamanlike manner.
- (10) All permits shall be displayed on the vessel wheelhouse or window.

X \_\_\_\_\_ DATE  
VESSEL REPRESENTATIVE



**Village of Greenport**  
**Building Department 631-477-0248**  
**Electric Department 631-477-0172**

**RESIDENTIAL SERVICE**

REQUEST FOR ELECTRIC SERVICE UP-GRADE, NEW SERVICE, PHOTOVOLTAIC SYSTEM AND GENERATORS

**MAXIMUM SERVICE SIZE FOR RESIDENTIAL IS 320 AMPS SINGLE PHASE (OVERHEAD AND UNDERGROUND)**

1. ELECTRICIAN WILL NOT DISCONNECT OR RECONNECT THE ELECTRIC SERVICE TO PERFORM ANY WORK, YOU MUST CALL GREENPORT ELECTRIC DEPARTMENT FOR THIS SERVICE
2. METER IS NOT TO BE RE-INSTALLED BY ELECTRICIAN, ONLY TO BE DONE BY GREENPORT ELECTRIC DEPARTMENT
3. NEW METER LOCATION WILL BE SET BY THE ELECTRIC DEPARTMENT

Contractor to Complete All Information Below  
 CUSTOMER ELECTRICIAN

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Town: \_\_\_\_\_ Zip \_\_\_\_\_  
 Email: \_\_\_\_\_

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: (\_\_\_\_) \_\_\_\_\_  
 License#: \_\_\_\_\_  
 Insurance Policy: \_\_\_\_\_  
 Email: \_\_\_\_\_

**SERVICE INFORMATION**

Existing Service (Check one): APPLIES TO OVERHEAD AND UNDERGROUND SERVICES  
 YES NO

- Single Family Dwelling..... ( ) ( ) IF NO, STOP AND CALL GREENPORT ELECTRIC  
 Single Phase..... ( ) ( ) IF NO, STOP AND CALL GREENPORT ELECTRIC  
 200 Amp or 320 Amp service..... ( ) ( ) IF NO, STOP AND CALL GREENPORT ELECTRIC  
 Existing Socket Meter..... ( ) ( ) IF NO, STOP AND CALL GREENPORT ELECTRIC

**FEES- check what applies**

- ( ) SERVICE UP-GRADE ..... \$100.00 -- PER METER SOCKET  
 ( ) NEW ELECTRIC SERVICE ..... \$100.00 -- PER METER SOCKET  
 ( ) PHOTOVOLTAIC SYSTEM ..... \$150.00  
 ( ) GENERATOR ..... \$100.00  
 TOTAL PERMIT FEE \$ \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

RECEIVED BY \_\_\_\_\_ DATE \_\_\_\_\_

**Must provide a TEMP certificate and a final Electrical Inspection Certificate upon completion of work.**





**Village of Greenport**  
**Building Department 631-477-0248**  
**Electric Department 631-477-0172**

**COMMERICAL SERVICE**  
**COMMERCIAL/INDUSTRIAL JOB NOTIFICATION CHECKLIST/LOAD LETTER**

**MAXIMUM SERVICE FOR OVERHEAD IS 400 AMP SINGLE PHASE OR TRHEE PHASE**  
**PREFERED MAXIMUM SERVICE SIZE 320 AMP IN PLACE OF 400 AMP SERVICE FOR SINGLE PHASE**

CUSTOMER

ELECTRICIAN

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Town: \_\_\_\_\_  
 Phone: (\_\_\_\_) \_\_\_\_\_

Name: \_\_\_\_\_  
 Phone: (\_\_\_\_) \_\_\_\_\_  
 License: \_\_\_\_\_  
 Insurance policy: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Email: \_\_\_\_\_

Service type - Overhead Y – N    Underground Y - N  
 Service Size \_\_\_\_\_ Amps.  
 Service type     1 φ     3 φ.  
 Voltage     120/240     120/208     277/480  
 Total Connected Load (kw) \_\_\_\_\_  
 Total Calculated Load (kw) \_\_\_\_\_  
 Load Information (Total Load by Category)

Lights \_\_\_\_\_  
 Motors \_\_\_\_\_ HP \_\_\_\_\_  
 Communal area load, including hall lighting, elevators, etc. \_\_\_\_\_  
 \_\_\_\_\_  
 Air Conditioning \_\_\_\_\_  
 Refrigeration \_\_\_\_\_  
 Computers \_\_\_\_\_  
 Miscellaneous Equipment \_\_\_\_\_  
 Electric Heating \_\_\_\_\_  
 TOTAL \_\_\_\_\_ Kw

**PLEASE INCLUDE THE FOLLOWING INFORMATION:**

- A. Proposed/Existing Subsurface Facilities
- B. One line drawing for utility to load center
- C. Proposed Transformer / Meter Location

**FEES- check what applies**

( ) SERVICE UP-GRADE ..... \$200.00 - PER ELETRIC METER / METER SOCKET  
 ( ) NEW ELETRIC SERVICE ..... \$300.00 - FOR EACH METER SOCKET  
 ( ) PHOTOVOLTAIC SYSTEM ..... \$250.00  
 ( ) GENERATOR ..... \$175.00  
 TOTAL PERMITT FEE                    \$ \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

RECVIEWED BY \_\_\_\_\_ DATE \_\_\_\_\_

**Must provide a TEMP certificate and a final Electrical Inspection Certificate upon completion of work.**

## **Credit Card Payment Only Policy**

**Effective Date:** 04/01/2025

At The Village of Greenport Carousel, we are committed to providing a smooth, secure, and efficient payment experience for all our customers. In line with this commitment, we have made the decision to accept **credit cards only** for all transactions and will no longer accept cash as a form of payment.

### **Policy Details:**

- **Accepted Payment Methods:** We currently accept all major credit cards, including Visa, MasterCard, American Express, and Discover.
- **No Cash Transactions:** For the convenience and safety of our customers and staff, we will no longer accept cash payments for goods or services.
- **Refunds:** Refunds will be processed to the same credit card used for the original transaction.
- **Why This Policy?** Our decision to transition to credit card payments only aims to streamline our operations, reduce the risk of fraud, and enhance the safety and convenience of our customers and staff.

We appreciate your understanding and cooperation as we make this transition. If you have any questions or concerns, please feel free to contact us at 631-477-0248.

Thank you for supporting The Village of Greenport Carousel.

Sincerely,

The Village of Greenport

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2025 Period: 3 Trans Type: B2 - Amend Status: Batch  
 Trans No: 6490 Trans Date: 03/14/2025 User Ref: ADAM  
 Requested: Approved: Created by: ADAM 03/14/2025  
 Description: TO APPROPRIATE LIGHT FUND RESERVES TO FUND MONTHLY POWER Account # Order: No  
 INVOICE Print Parent Account: No

Account No.	Account Description	Amount
E.5990	APPROPRIATED FUND BALANCE	132,197.00
E.0721	POWER PURCHASED	132,197.00
<b>Total Amount:</b>		<u>264,394.00</u>



**236 THIRD STREET  
GREENPORT, NY 11944  
www.villageofgreenport.org  
Tel: (631)477-0248  
Fax: (631)477-1877**

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## **Written Public Comment Submission Policy**

**DRAFT 3/13/2025**

### **Purpose**

The purpose of this policy is to ensure that the Village Board of Trustee meetings are conducted in an orderly and efficient manner while providing an opportunity for public participation. This policy outlines the deadlines for submitting written public comments to the Village Board and Mayor in advance of scheduled meetings. This policy applies to all written public comment submissions filed in advance with the Clerk's office for all Village of Greenport Board of Trustees Meetings.

### **Public Comment Submissions**

- Members of the public may submit written public comments for Village Board meetings to be included in the official meeting minutes and considered by the Village Mayor and Board of Trustees.
- **Submission Deadline:** Written comments must be submitted no later than 12:00pm on the desired meeting date for which the comments should be appended to the minutes.
- **Submission Methods:** Written public comments may be submitted via email to the **Village Clerk** or printed and delivered to the Village Clerk's office at **236 Third Street, Greenport**.

### **Late Public Comment Submissions**

- Written comments submitted after the deadline will be accepted received but may not be included in the meeting minutes or addressed during the meeting. Late submissions will be forwarded to the Village Board and Mayor for review at a later time.

### **Confidentiality and Personal Information**

- Public comment submissions are public documents subject to public dissemination and should not contain confidential or sensitive personal

information. If any comments include private details that may constitute an invasion of privacy, the Village Clerk will redact such information before its inclusion in the public record.

		Prepared:	3/14/2025	
Date of Meeting	Original Title / or other documentation Available	Resolution No.	Description	Vin #
2/27/2025	YES	02-2025-4	1998 Ford F- Series ALTEC ARIEL Truck	1FDNF82C5WVA09231
6/20/2024	YES	06-2024-28	1989 Chevrolet C70 SIMON-TELELECT MODEL 40-42 Truck	1GBMD1GKV113580
11/27/2023	YES	11-2023-10	1999 GMC Top Kick -Dump Truck - 7H4	1GBP7H1C7XJ106102
11/27/2023	YES	11-2023-10	2011 Dodge 2500 Pick up R25	307LT2E198G587452
11/27/2023	YES	11-2023-10	1995 GMC C7H DUMP	1GDP7H1JSSJ502608
11/27/2023	NO DOCUMENTS FOUND	11-2023-10	CHIPPER WOOD TOWABLE TRAILER MODEL 986	SERIAL NUMBER: 986149
11/27/2023	PREVIOUSLY IMPOUNDED - YEAR UNKNOWN	11-2023-10	30 FOOT SCARAB III POWER BOAT	NO DOCUMENTATION FOUND
ITEMS THAT NEED RESOLUTION:				
YES				
NO DOCUMENTS FOUND				
Description				
2001 Ford Crown Victoria 4 door car				
Underwriters laboratories Village Clerk Office Sale VOC 00245				
Vin #				
2EAFP73W61X119260				
A392981				

## STANDARD CLAUSES FOR VILLAGE OF GREENPORT CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the Village of Greenport, whether a contractor, consultant, licensor, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the Village shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** This contract may not be assigned, and no part or portion may be subcontracted, by the Contractor nor may its right, title or interest therein be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Village of Greenport (Village) and any attempts to assign the contract without the Village's written consent are null and void.

**3. WORKERS' COMPENSATION BENEFITS.** This contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers' Compensation Act endorsement must be included.

**4. PREVAILING WAGES.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of Hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the New York State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the New York State Labor Department in accordance with the Labor Law. Additionally, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with subdivision 3-a of this Section 220 of the Labor Law shall be a condition precedent to payment by the Village of any sums due and owing to any person for work done upon the project.

**5. NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with General Municipal Law § 103-d, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Village a non-collusive bidding certification on Contractor's behalf.

**6. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of this contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the

contract's execution, such contract amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Village within five (5) business days of such conviction, determination or disposition of appeal.

7. **SET-OFF RIGHTS.** The Village shall have rights of set-off. These rights shall include, but not be limited to, the Village's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing by the Contractor to the Village with regard to this contract, or any other contract with the Village, including any contract for a term commencing prior to the term of this contract. This also includes amounts due and owing the Village for any other reason including, without limitation, monetary penalties, adjustments, fees, or claims for damages by the Village and third parties in connection therewith.

8. **LABOR LAW COMPLIANCE.** If this project is a public works contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, and neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. This project has been registered with the New York State Department of Labor as a public works project and a schedule of prevailing wages for Suffolk County is available from the New York State Department of Labor and will be provided to the Contractor with the Contract herein.

9. **HOLD HARMLESS.** The successful bidder shall indemnify, hold harmless and defend the **Incorporated Village of Greenport**, its officers, employees, and/or agents from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable or unforeseeable, which arises out of or is connected with, or is claimed to arise out of to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by the Contractor or its subcontractors and/or agents, on account of personal injury, death or property loss to the **Incorporated Village of Greenport**, its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of **Incorporated Village of Greenport**. in case any such action shall be brought against the Village, Contractor shall defend the same at its own cost and expense This indemnity and hold harmless is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract, for strict liability or other liability without fault, under statute, rule, regulation or order, and otherwise

10. **RECORD-KEEPING REQUIREMENT.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts or other evidence directly pertinent to performance under this contract (the "Records") for a period of six (6) years following final payment or to the termination of this contract, whichever is later, and any extensions thereto. The Village and Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such Records during the contract term, extensions thereof and said six (6) year period thereafter during normal business hours at an office of the Contractor within the State of New York, or if no such office is available, at a mutually agreeable and reasonable venue within the State, for the purposes of inspection, auditing and copying. "Termination of the contract", as used in this clause 9, shall mean the later of completion of the work of the contract or the



end date of the term stated in the contract. The Village shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Village's chief fiscal officer with a copy to its Records Access Officer, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Village's right to discovery in any pending or future litigation.

**11. LIABILITY.** Contractor shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of Contractor, in connection with their services under this contract. Further, it is expressly understood that Contractor shall indemnify and save harmless the Village, from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the services of Contractor under this contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided.

**12. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal Supremacy clause requires otherwise.

**13. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by General Municipal Law § 106-b.

**14. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**15. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the Village's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the Village, in writing, of each and every change of address to which service of process can be made. Service by the Village to the last known address shall be sufficient.

**16. OBSERVANCE OF LAWS.** The Contractor agrees to observe all Federal, State and local laws and regulations and to procure all necessary licenses and permits.

**17. DISQUALIFICATION TO CONTRACT WITH PUBLIC ENTITY OR POLITICAL SUBDIVISION.** The Contractor has not been disqualified from selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or any official of any public authority created by the state or any political subdivision, for goods, work or services.

**18. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has not business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles. .

**19. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not

limited to, the specifications and provisions of New York State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the New York State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**20. JOHN S. MCCAIN NATIONAL DEFENSE AUTHORIZATION ACT.** The Contractor is prohibited from providing to the Village any equipment, system or service that uses "covered telecommunications equipment or services" as a substantial or essential component of any system or as critical technology of any system. The term "covered telecommunications equipment or services" shall have the meaning provided in Section 889(a)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) and federal regulations.

**21. ETHICS.** The Village shall have the right to cancel or terminate this Agreement at any time if any work performed under the Agreement is in conflict with the provisions of the New York State Public Officers Law or the Village's ethics code.

**22. OSHA 10 HOUR CONSTRUCTION SAFETY AND HEALTH COURSE.** If this is a public work contract covered by Article 8 of the New York State Labor Law, it shall be required that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site be certified as having successfully completed A MINIMUM OF 10 HOURS OF CONSTRUCTION AND HEALTH SAFETY TRAINING, as approved by the United States Department of Labor's Occupational Safety and Health Administration (OSHA). The Contractor, sub-contractor or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall provide proof of certification for successfully completing the course for each employee prior to performing any work on the project.

**23. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit, the terms of this Exhibit shall control, except that to the extent required for the purpose of obtaining Federal Aid in connection with this contract, any contract provisions required for Federal Aid projects shall supersede any conflicting provisions.

**24. WICKS LAW PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law, where preparation of separate specifications is not required, the Contractor shall make no change of subcontractor or agreed-upon amount to be paid to each subcontractor without the approval of the owner in accordance with Section 101(5) of the General Municipal Law.

**25. NO WAIVER OF PROVISIONS.** The Village's failure to exercise or delay in exercising any right or remedy under this contract shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the Village of any right or remedy under this contract shall be effective unless made in a writing duly executed by an authorized officer of the

Village, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this contract.

**26. NO INVESTMENT ACTIVITIES IN IRAN.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/iran-divestment-act-2012>. Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extent this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be considered by the Village. During the term of the Contract, should the Village receive information that a person (as defined in State Finance Law §165-a) is in violation of the above certifications, the Village will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act with 90 days after the determination of such violation, then the Village shall take such action as may be appropriate and provided for by law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Contractor in default.

**27. SEXUAL HARASSMENT POLICY.** Pursuant to Labor Law § 201-G, the Village has adopted the form of Sexual Harassment Policy promulgated by the New York State Division of Human Rights, a copy of which is on file with the Clerk. By execution of this Agreement, the Contractor acknowledges receipt of the Sexual Harassment Policy and that it shall be bound by the terms of said policy. Any violation of the Sexual Harassment Policy, the New York State Labor Law, or the New York State Human Rights Law by the Contractor, its contractors, subcontractors, officers, employees, or agents shall constitute an event of default under this Agreement.

**28. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

**29. REQUIRED PROVISIONS.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein, and if through mistakes or otherwise such provision is not inserted, upon the application of either party, this Contract shall be physically amended forthwith to make such insertion.

**30. WAIVER.** The failure of either of the parties at any time to insist upon the strict observance of any of the provisions of this Contract, or to exercise any rights in respect hereto, or to exercise any election herein provided, shall not be construed as a waiver of such provision, right or election or in any way affect the validity of this Contract.

**31. ENTIRE AGREEMENT.** This contract, together with the proposal, any exhibits, request for proposal, contract specifications and any other documents included in the notice to bidders or request for proposal constitute the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This contract may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties hereto.

**PARSONS SCHOOL OF DESIGN  
RESEARCH AND DESIGN AGREEMENT**

This Research and Design Agreement (the “Agreement”) dated as of February 3, 2025, is made between Parsons School of Design (“Parsons”), a division of The New School (the “University”), a New York not for-profit corporation, located at 66 Fifth Avenue, New York, New York 10011 and Village of Greenport Camera Obscura, with its principal place of business located at, 236 Third Street, Greenport, New York, 11944 (“Project Sponsor”) as described more fully below.

**1. Term of the Agreement**

This Agreement shall be effective as of the date above (the “Effective Date”) through the completion of the Project in the Spring 2025 semester (this period shall be referred to as the “Term”). The Term of the Agreement may be extended by a written document signed by the parties.

**2. The Project**

The University has agreed to collaborate with Village of Greenport Camera Obscura on a project to take place during the Spring 2025 semester as described in greater detail in Exhibit A attached hereto and incorporated by reference (the “Project”). To the extent there is any inconsistency between the terms of this Agreement and the terms of Exhibit A, the terms of this Agreement shall govern. To the extent that any dates have not yet been set, they will be mutually agreed to by the parties.

**3. The University’s Mission**

The Project Sponsor understands that the University’s primary mission is education and the advancement of knowledge and the Project will be designed to carry out that mission. While the Project shall be carried out consistent with the terms of Exhibit A, the manner of performance of the Project shall be determined solely by the University. The Project Sponsor shall have no control over the direction of the events described herein. Although it is reasonable for the Project Sponsor to expect general adherence to the objectives indicated herein, there should be no expectation by them of approval of (i) the direction, research direction or methodology of the Project, (ii) the structure or management of the Project, (iii) events related to the Project, or (iv) the makeup of the University faculty team assigned to the Project. In order to protect the integrity of the Project, no cameras of any type shall be permitted at any event without the prior written consent of the University.

**4. Intellectual Property Rights and Usage Rights**

a. This is a research project. The Project Sponsor acknowledges and agrees that the research project is experimental in nature and that the outcome of the research project is inherently uncertain and unpredictable. As a result, any results of the research project and any research materials are provided as is and with all faults. The Project Sponsor acknowledges and agrees that the University has not made and does not make any representation, guarantee or warranty, express or implied, as to any matter whatsoever, including without limitation, the results of the research project.

b. Students will be working individually. In accordance with the University’s Intellectual Property Rights Policy, each student shall own all rights, title, and interest in and to any intellectual property rights in the designs, prototypes, products, projects, works, representations and prototypes (collectively, the “Works”) developed by themselves during the Project throughout the world.

c. At the conclusion of the Project, Project Sponsor shall choose a concept developed by one or more students (the “Participating Student”). In the event that Project Sponsor would like to further develop the concept, it will negotiate and contract directly with the student(s).

d. The University shall have the right to photograph and record the students and the Works, and to copy, use, display, edit and distribute those photographs and recordings for any purpose, including but not limited to marketing and promotion. Notwithstanding anything herein to the contrary, the University may include the Project Sponsor’s name in connection with such photographs and recordings, but shall secure the Project Sponsor’s permission prior to any use of the Project Sponsor’s logo.

## **5. Communications/Publicity**

All communications shall be reviewed and approved by the parties prior to release. For the University, communications shall be coordinated by Will Wilbur, Press Officer, Marketing and Communications, 79 Fifth Avenue, 17<sup>th</sup> Floor, New York, New York 10003, (212) 229-5667 x3990. For Village of Greenport Camera Obscura, communications shall be coordinated by Lily Dougherty-Johnson, 236 Third Street, Greenport, New York, 11944, ldougherty@greenportvillage.org.

## **6. Indemnification**

Each party (each an “Indemnifying Party”) agrees to indemnify and hold harmless the other party, its officers, agents and employees from any liability, losses, costs, damages and expense (including, without limitation, reasonable attorneys’ fees and court costs) incurred as a result of claims, demands, costs or judgments against them arising out of (i) any infringement or alleged infringement of any patent, design, trade name, copyright, trademark, trade secret or other intellectual property right relating to the performance of the party under this Agreement or (ii) the Indemnifying Party’s negligence or willful misconduct, including but not limited to any claimed breach of any of the Indemnifying Party’s representations and obligations hereunder.

## **7. Termination**

In the event that a party is in default of its material obligations under this Agreement, the non-defaulting party can terminate this Agreement on ten (10) days’ prior written notice if the breach has not been remedied within that notice period.

Any provisions of this Agreement which by their nature extend beyond termination shall survive such termination.

## **8. Governing Law and Jurisdiction**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York law, without reference to New York’s conflicts of law principles. The parties consent to exclusive venue and personal jurisdiction in the State and Federal courts located in New York County, New York, for the resolution of any disputes arising out of this Agreement.

## **9. Notices**

All notices and other communications required or permitted to be given hereunder shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, to the following addresses or to such other address, as the parties may, by notice, specify.

If to the University:  
Parsons School of Design  
66 Fifth Avenue, Suite 823

New York, New York 10011  
Attention: School of Strategic Design, Dean  
with a copy to: Molly Davy and Michael Sainato

The New School  
Office of the General Counsel  
66 W. 12th Street  
New York, New York 10011  
Attention: General Counsel

If to The Village of Greenport Camera Obscura:  
236 Third Street,  
Greenport, New York 11944  
Attention: Lily Dougherty-Johnson

#### **10. No Partnership**

The University shall not be deemed a partner, joint venturer, or member of any joint enterprise with the Project Sponsor. Nor shall the Project Sponsor or any of its personnel be deemed an employee or agent of the University. The parties shall be, and shall be deemed to be, independent contractors. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party.

#### **11. Assignability**

This Agreement may not be assigned by any party without the prior written consent of the other party. Any attempted assignment by a party without such written consent shall be null and void.

#### **12. Entire Agreement**

This Agreement contains the entire understanding between the parties and all prior negotiations, representations, agreements and understandings are superseded hereby. This Agreement may not be altered, supplemented or waived except by a writing signed by both parties. No waiver by either party of the breach of any term or condition of this Agreement will constitute a waiver of, or consent to, any subsequent breach of the same or any other term or condition of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Agreement on the Effective Date.

THE NEW SCHOOL

The Village of Greenport Camera Obscura

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

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

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

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

## EXHIBIT A

### OVERVIEW:

Parsons School of Design is looking for organizations to collaborate with students from the Strategic Design and Management BBA (*Bachelor of Business Administration*) program, to develop project briefs that articulate a challenge the organization would like to overcome.

As a capstone project, seniors from the BBA program will work in teams of 3-4 to research and develop solutions to the challenge over a fifteen week period.

We are looking for a wide range of businesses; from start-ups to small, medium and large sized corporations, civic institutions and non-profit organizations. It is important that we find a good fit, not only to benefit the students, but also to provide a valuable experience to our organizational partners.

### HERE'S HOW IT WORKS:

You will have an initial conversation with Michael Sainato, the lead instructor, so he can understand your needs and work with you to determine the challenge. This will then be reviewed internally at Parsons to ensure that it is a good fit or all involved.

### WE ASK THAT EACH ORGANIZATION COMMIT TO A MINIMUM OF THE FOLLOWING:

- A meeting or call with Michael and or John to refine the challenge. We'd like to collect any relevant background information about the organization and the challenge, including; existing research, strategy, data and metrics, printed material and on-line links. Michael will write the brief articulating the challenge and submit it to you for approval.
- Over the course of the 15-week semester we ask that you be available at a minimum to meet the teams at the beginning, middle and end, three meetings in total. Occasionally we may have questions we'd like you to answer over the phone or email.
- Students will prepare a final presentation and provide you with any research and data collected over the life of the project.

*Note: Given the parameters of student enrollment, it is difficult to predict in advance the number of teams that will be working on a given challenge.*

### ABOUT STRATEGIC DESIGN AND MANAGEMENT

The BBA in Strategic Design and Management educates students in the entrepreneurial and strategic aspects of design and in the design aspects of business. Seniors have a beginner's understanding of design strategy methods and tools. We expect the students to develop these tools in a pragmatic way through their Capstone project with partner organizations.



These areas outline of some of the insights and recommendations the student's may provide:

**Research**

- design-led research - activity-based methods
- systems mapping and analysis - in order to identify leverage points, where and in what ways to intervene in the system
- customer research - behavioral, opportunities for expansion, etc.
- user experience measurement

**Business**

- landscape analysis - competitors, allies, trends, etc.
- business and financial modeling
- launch strategies
- operations strategies
- new market, product or service opportunities
- sustainability initiatives - environmental business models
- shared value opportunities – corporate social responsibility

**Communications**

- brand identification - the articulation of value proposition
- brand strategy - early-stage positioning
- brand refresh - new positioning
- marketing and messaging strategies
- advocacy campaign - external or internal

If you have a need that you think might be appropriate, let's discuss it!

A collaboration between Parsons School of Design and The Village of Greenport Camera Obscura has been proposed for the BBA Strategic Design and Management program in the Spring 2025 semester that may also serve as a template for studio collaborations for future semesters.

**EXHIBIT B**  
**Student Letter of Agreement**

**Student Letter of Agreement Regarding Participation in the New School Course in Collaboration with The Village of Greenport Camera Obscura known as “THE VILLAGE OF GREENPORT CAMERA OBSCURA x PARSONS”**

I understand that The New School (the “University”) and The Village of Greenport Camera Obscura (the “Sponsoring Entity”) have agreed to collaborate on a course in the Spring 2025 semester identified as **Senior Project 1: Capstone PUDM 4120** where students work to conduct actionable user research, applying testing to create designed outcomes. This seminar explores advanced means to communicate ideas to multiple audiences through application of product semantics, distinguishing between self-perception and how others read design artifacts. Principles and analytic vocabulary are introduced through lectures, weekly readings, discussions, and exercises. The course will explore, function, form and materiality and utilize user and market research throughout the process (the “Course”).

I understand that as a condition for my participation in the Course, I agree as follows:

**1. Ownership of the Work.** I understand that I will be working on a team and I, along with the other students on my team (“Participating Students”), will jointly own all right, title, and interest in and to any intellectual property rights in the designs, products, projects or works developed by my team during the Course (the “Work(s)”) throughout the world, provided, however, that Sponsoring Entity shall have the right to use the Works for historical and archival purposes. I represent that along with the other members of my team (a) I am the sole owner of the Work and all rights to the Work; (b) my Work is wholly original to me and not copied in whole or in part from any other work; (c) such Work does not violate or infringe upon, in any way, any intellectual property rights of any other person, firm or entity; and (d) I have the authority to grant the rights herein.

**2. Grant of Exclusive License to Sponsoring Entity.** At the conclusion of the Course, If the Project Sponsor wishes to obtain a License for my Work, I will have the choice to enter into a separate licensing agreement with the Project Sponsor.

**3. My Use of the Work.** I understand that, if my Work is selected for a License by the Project Sponsor, I will retain the right to use and display my Work for promotional purposes.

**4. University Use of Recordings and Photographs.** The University shall have the right to photograph and record the Course (including my participation in the Course) and to photograph any Work, and to copy, use, display, edit and distribute those recordings and photographs solely for non-commercial purposes.

I hereby grant to The New School and all related entities, assigns, licensees, and successors the absolute, royalty-free, irrevocable, worldwide, right and permission, with respect to any testimonial (written or oral), photographs, film, video or other images, or sound recordings taken of my voice by The New School, as well as any original artwork created by me, such as, but not limited to, photographs, videos, music, illustrations or paintings (the “Work”):

(a) To use, re-use, publish, re-publish, reproduce, copy, modify, display and create derivative works in the same in whole or in part, individually or in conjunction with other photographs, images, recordings or testimonials, in any and all media (including without limitation, in print and on the Internet) and for any purpose whatsoever and in perpetuity, including, without limitation, in student recruitment, university promotional activities, marketing, publications, electronic distribution, and advertising The New School and its educational services worldwide; and

(b) To use my name in connection therewith if The New School so chooses.

(c) I certify that the Work is wholly original to me and no third party can make any claim to the Work.

(d) I will retain all copyrights and other intellectual property rights to my Work.

I waive the right to inspect or approve versions of my image, statement, video or original artwork created by me used for publication in any form or written copy that may be used in connection with the images.

I release The New School and all related entities, assigns, licensees, and successors from any claims that may arise regarding the use of my image including but not limited to defamation, invasion of privacy, or infringement of moral rights, rights of publicity, or copyright.

**5. Confidentiality.** I hereby agree to keep confidential all materials provided to me by either the University or the Project Sponsor which are labeled as “confidential”. I further agree not to disclose such materials, including any information contained therein, to anyone, except other individuals participating in the Course and to make no use of the materials, including any information contained therein, for any purpose other than to participate in the Course.

**6. Entire Agreement.** This Agreement constitutes the entire agreement between the University, the Project Sponsor, and myself and supersedes and terminates any and all prior agreements and understandings, whether written or oral, between myself and the Sponsoring Entity or the University with respect to the Work.

**7. General.** I represent and warrant that (a) I am at least 18 years old; (b) I am voluntarily entering into this Agreement of my own accord and not because I am required to do so by the University or any other party; and (c) I have read this Agreement carefully, understand it and am signing it freely and Voluntarily.

**8. Third-Party Beneficiary.** The Project Sponsor is a third-party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce any or all of the provisions contained herein as if it were a party hereto. The Project Sponsor is entitled to enforce its rights and my obligations under this Agreement not only by an action or actions for damages, but also by an action or actions for specific performance, temporary and/or permanent injunctive relief and/or other equitable relief in order to enforce or prevent any violations or breaches of this Agreement.

STUDENT ACCEPTS AND AGREES TO:

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

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

Address: \_\_\_\_\_

\_\_\_\_\_  
Dated: \_\_\_\_\_