



236 THIRD STREET
GREENPORT, NY 11944

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villageofgreenport.org

MAYOR

KEVIN STUESSI
EXT 215

TRUSTEES

MARY BESS PHILLIPS
DEPUTY MAYOR

PATRICK BRENNAN

LILY DOUGHERTY-JOHNSON

JULIA ROBINS

TREASURER

ADAM BRAUTIGAM
EXT. 217

VILLAGE CLERK

CANDACE HALL
EXT 214

**January 02, 2025 at 6:00 PM
Mayor and Board of Trustees – December 2024 Regular
Meeting
Third Street Firehouse
Greenport, NY 11944**

AMENDED 1/2/2025

MOTION TO OPEN THE REGULAR SESSION MEETING

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Jaap Hilbrand
Joan Ann Polywoda
Richard T. Olszewski
Nina Mazzaferro
George Martin Agnew
Delores Travers

ANNOUNCEMENTS

1. Village Hall will be closed on Monday, January 20th, 2025 in observance of Martin Luther King Jr. day.
2. The 180th Annual George Washington’s Birthday Celebration Parade is on Saturday, February 15th, 2025.
3. The Village of Greenport road crew will pick up Christmas trees from Village residents until January 31st, 2025.

PUBLIC HEARING(S)

- Public hearing regarding the Wetlands Permit Application from Joyce Kearns, as Owner, submitted by David Bergen, as agent for the property located at 300 Atlantic Avenue, Greenport, NY 11944, SCTM # 1001-02-02-13.

To: Partial replacement of failing bulkhead (65 ft) in place and partial replacement of failing return (26 ft) in place with vinyl sheathing, 12” pilings 6’ on center, 6x6” whalers, 16 ft. Tie Rods leading to deadman with vertical laylogs, finish with non-treated lumber or fiberglass cap. Similar construction for 26’ northern return. Bulkhead to be raised 18”. Existing catwalk, ramps and floats to be removed for construction then put back in place post-construction. Vehicle protection barrier to be installed 36” above bulkhead. Existing French drain to be

restored at same location post construction. Gravel parking lot over construction zone repaired post construction. Reclamation dredging to be performed to a depth of 4' along entire length of bulkhead, extending out a maximum of 10' seaward. Approximately 5 cubic yards of dredge material to be placed behind bulkhead. As per plans dated September 24, 2024.

- Public hearing regarding the Wetlands Permit Application from Applicants: Kathryn Sommo, as Owner, submitted by Sean Gilligan on behalf of Safe Harbor for the property located at 1410 Manhasset Avenue, Greenport, NY 11944, SCTM # 1001-3-1-1.

To: The proposed substantial reconstruction includes the removal of 5,939 square feet (SF) of floating dock and removal of 865 SF of fixed dock for installation of 6,774 SF of new floating dock, and 132 linear feet of gangways. In addition, a total of 642 linear feet of wooden bulkhead will be replaced with new vinyl sheeting bulkhead, and a proposed addition of 20 linear feet of retaining wall (10 linear feet in two locations). Of the proposed new vinyl sheeting bulkhead, 347 linear feet will be raised by 18" above the existing bulkhead height to match the height of the adjacent bulkhead. There are currently 97 timber pilings, which are used to secure floating dockage, that will be removed and replaced with 57 new hardwood timber pilings as part of the marina upgrades. Overall, there will be a net loss of 30 SF in fixed and/or floating dockage, a net loss of 40 timber pilings and a net gain of 448 SF in gangways.

- Public hearing regarding the proposed local law amending the zoning map to reclassify certain property designated on the Suffolk County Tax Map as 1001-004-08-28 from R-2 One-and two-family Residence District to CR Retail Commercial District.
- Public hearing regarding the proposed local law amending the zoning map to reclassify certain property designated on the Suffolk County Tax Map as 1001-004-08-part of 29 from R-2 One-and two-family Residence District to CR Retail Commercial District.

PUBLIC TO ADDRESS THE BOARD

RESOLUTIONS**RESOLUTION # 01-2025-1**

RESOLUTION adopting the agenda as printed.

RESOLUTION # 01-2025-2

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

FIRE DEPARTMENT**RESOLUTION # 01-2025-3**

RESOLUTION approving the application for membership of Carmine B. Antonelle to Relief Hose Co. # 2 of the Greenport Fire Department, as approved by the Village of Greenport Fire Department Board of Wardens on December 18, 2024.

RESOLUTION # 01-2025-4

RESOLUTION approving the application for membership of Ryan Baglivi to Eagle Hose of the Greenport Fire Department, as approved by the Village of Greenport Fire Department Board of Wardens on December 18, 2024.

RESOLUTION # 01-2025-5

RESOLUTION approving the application for membership of Geoffrey Schroeder to Standard Hose of the Greenport Fire Department, as approved by the Village of Greenport Fire Department Board of Wardens on December 18, 2024.

RESOLUTION # 01-2025-6

RESOLUTION authorizing the solicitation of bids for the purchase of one (1) Marine Fire / Rescue Boat for the Village of Greenport Fire Department, and directing the Clerk's office to notice the Request for Bids accordingly.

RESOLUTION # 01-2025-7

RESOLUTION approving the Public Assembly Application received from the Greenport Fire Department for a fundraiser dinner for GFD Marine Fire Rescue to be held on February 1, 2025, from 4:00 - 8:00pm. The event location will be Greenport Fire Department.

RESOLUTION # 01-2025-8

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 outlined in the public assembly application submitted by the Greenport Fire Department to host a fundraiser dinner at 3rd Street Fire Station location, from 4:00 pm to 8:00 pm on February 1, 2025.

VILLAGE CLERK**RESOLUTION # 01-2025-9**

RESOLUTION adopting the attached proposed policy for payment plans for The Village of Greenport electric utility.

RESOLUTION # 01-2025-10

RESOLUTION approving the issuance of a Request for Proposals for the management of McCann Campground for the 2025 season and directing Clerk Hall to notice the Request for Proposals accordingly.

RESOLUTION # 01-2025-11

RESOLUTION accepting the attached Service Agreement submitted by Garratt-Callahan Company for the provision of a water treatment chemical program and service therefore, and authorizing Mayor Stuessi to sign the Service Agreement with Garratt-Callahan Company.

RESOLUTION # 01-2025-12

RESOLUTION allowing a non-Village resident to serve as an Election Inspector for the March 18, 2025 Village Election.

RESOLUTION # 01-2025-13

RESOLUTION approving the Public assembly application received from Amie Sponza on behalf of Northeast Stage to host the annual Shakespeare in the Park (Othello). The applicant is requesting the use of Mitchell Park on July 25th, 2025 through July 27th, 2025 from 7:00-9:00 p.m.

RESOLUTION # 01-2025-14

RESOLUTION approving the Public assembly application received from Paul Livsey on behalf of the Greenport Farmers Market to host a Farmers Market in Mitchell Park. The applicant is requesting to host a weekly Farmers Market on Fridays beginning on May 23rd, 2025 through October 10th, 2025. The applicant has also requested a waiver of the alcohol prohibition for the duration of the Farmers Market.

RESOLUTION # 01-2025-15

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 outlined in the public assembly application submitted by Paul Livsey on behalf of the Greenport Farmers Market to be held in Mitchell Park, on Fridays beginning on May 23rd, 2025 through October 10th, 2025.

RESOLUTION # 01-2025-16

RESOLUTION scheduling a public hearing for the Regular Session at 6:00 PM on January 23, 2025, at the Third Street Fire Station, Third and South Streets, Greenport NY, 11944, to discuss and take action on a local law amending Chapter 121 entitled "Taxation" of the Code of the Village of Greenport to OPT-IN to the new Firefighters Exemption.

RESOLUTION # 01-2025-17

RESOLUTION approving the Public assembly application received from Randy Wade on behalf of the Unitarian Universalist Church of Southold to host a rally in Mitchell Park on January 11, 2025 from 1-2pm. The rally is in support of the Women's March in Washington, DC. The applicant has requested a waiver of the application fee.

MAYOR**RESOLUTION # 01-2025-18**

RESOLUTION to appoint Eileen Kapell to the Village of Greenport Tree Committee for the balance of a one-year term to expire April 24, 2025.

RESOLUTION # 01-2025-19

RESOLUTION ratifying the hiring of Yan Albaladejo as a part-time Intern at an hourly wage of \$18.00 per hour, effective, December 26, 2024.

RESOLUTION # 01-2025-20

RESOLUTION scheduling a public hearing for the Regular Session at 6:00 PM on January 23, 2025, at the Third Street Fire Station, Third and South Streets, Greenport NY, 11944, to discuss the recommendation from Village of Greenport Historic Preservation Commission to designate the area known in the Village as Sandy Beach as a Historic District.

VOUCHER SUMMARY**RESOLUTION # 01-2025-21**

RESOLUTION approving all checks per the Voucher Summary Report dated December 27, 2024, in the total amount of \$1,046,070.28 consisting of:

- o All regular checks in the amount of \$981,809.56, and
- o All prepaid checks (including wire transfers) in the amount of \$64,260.72.

VOG 25-01

A local law to amend the zoning map of the Village of Greenport, to reclassify certain property from the R-2 One-and Two-Family Residence District to the CR Retail Commercial District.

Section one. Findings.

1. 326 Front Street contains three separate tax lots and is designated on the Suffolk County Land and Tax Map as District 1001, Section 4, Block 8, Lots 29, 30 and 31 (the "Premises"). Lots 30 and 31 are designated entirely as CR Retail Commercial District and lot 29 is split-zoned with a southerly portion (directly adjacent to lots 30 and 31) in the CR Retail Commercial District and a northerly portion in the R-2 One-and Two-Family Residence District.
2. The owner of the Premises has requested that the Board rezone the portion of lot 29 located in the R-2 One-and Two-Family Residence District portion into the CR Retail Commercial District. The entirety of the Premises has historically been used as part of a hotel use on premises, and the portion of lot 29 located in the R-2 One-and Two-Family Residence District has been used in conjunction with parking on the Premises.
3. The owner of the Premises has applied to the Village to enlarge the hotel and restaurant on the Premises and to redevelop the Premises with modified parking and site improvements.
4. The Board of Trustees hereby finds and determines that rezoning the remaining portion of lot 29 to the CR Retail Commercial District is consistent with the historical use of the remainder of lot 29 as part of an overall commercial use of lots 29, 30 and 31 as a combined premises and would have no detrimental impact on the residential and would not change the character. Accordingly, it would be reasonable and appropriate to re-designate the northerly portion of lot 29 to be consistent with the zoning district of the remainder of the Premises and would preserve and protect the existing character of this property. Such redesignation would enhance the entirety of the premises by placing it in an appropriate district.

Section two. The zoning map of the Village of Greenport is hereby amended to reflect that the following property, as identified in the Suffolk County Land and Tax Map, is placed and classified as being in the CR Retail Commercial District:

1001-004-08-part of lot 29 (the portion of the lot currently located in the R-2 One-and Two-Family Residence District, as the remaining portion of the lot is already located in the CR Retail Commercial District)

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

VOG 25-02

A local law to amend the zoning map of the Village of Greenport, to reclassify certain property from the R-2 One-and Two-Family Residence District to the CR Retail Commercial District.

Section one. Findings.

1. 220 4th Avenue is designated on the Suffolk County Land and Tax Map District 1001, Section 4, Block 8, Lot 28 (the "Premises"). Immediately abutting the Premises is 326 Front Street, which contains three separate tax lots and is designated on the Suffolk County Land and Tax Map as District 1001, Section 4, Block 8, Lots 29, 30 and 31 (the "Abutting Premises"). Lot 28 (the Premises) is designated as R-2 One-and Two-Family residence District, lot 29 is split-zoned with the northerly portion located in the R-2 One-and Two-Family residence District, and the southerly portion of lot 29 and lots 30 and 31 are located in the CR Retail Commercial District.
2. The owner of the Abutting Premises submitted an application to the Village to redevelop the Abutting Premises to enlarge the existing hotel and restaurant use and modify the site improvements and parking. During the pre-submission conference process, the Planning Board identified the parking deficiency on the Abutting Premises as a potential adverse impact. The owner has now entered into contract to purchase the Premises and utilize the Premises to accommodate additional parking and construct related improvements and an additional buffer area from residential premises. The Premises are presently vacant. The owner, as contract vendee of the Premises, now requests that the Board of Trustees re-designate the Premises as CR Retail Commercial District to enable the Premises to be used for parking and a buffer area and to commit to utilizing for no other purpose.
3. The Board of Trustees hereby finds and determines that the development of the Premises solely as a buffer area, with parking and related improvements, with no structures (except appropriate fencing) located thereon in perpetuity, will preserve the existing character and future development of the Premises and Abutting Premises as commercial premises and will cause no detriment to the neighboring residential properties and be appropriate as a transition area to abutting and across the street neighboring residentially zoned and use properties, if the Premises are appropriately designed and approved by the Planning Board. As such, subject to a covenant running with the land providing that

(a) the Premises shall contain no structures (except fencing as approved by the Planning Board as part of site plan approval or a site plan amendment) thereon in perpetuity and sufficient buffer plantings (as approved as part of a site plan approval by the Planning Board) be maintained in perpetuity, and (b) site plan approval be obtained from the Planning Board to permit the Premises to be used for parking and a buffer area with sufficient buffer plantings.

Section two. The zoning map of the Village of Greenport is hereby amended to reflect that the following property, as identified in the Suffolk County Land and Tax Map, is placed and classified as being in the CR Retail Commercial District:

1001-004-08-28

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

Created: 11/26/2024

Revised: 11/27/2024

VOG Electric Policy

1. Purpose: This policy outlines the procedures to be followed when customers fail to pay their electric bills within the required timeframe. The goal is to encourage timely payments and maintain fair service for all customers.

2. Applicability: This policy applies to all residential and commercial customers of the Village of Greenport's electric utility service.

3. Deposits:

- **Residential Renters and Commercial Customers:** A deposit is required for residential renters and commercial customers: (the amount of the deposit will be twice the Average Highest Bill); upon termination of service the deposit including interest will be returned to the customer less any outstanding balance.

4. Billing and Delinquency Timeline:

- **0 - 60 Days Past Due:**
 - If payment is not received by the due date, a late fee of 1.5% of the outstanding balance will be applied to the account per billing cycle.
- **90 Days Past Due:**
 - If payment is not received within 90 days, customers will be notified to provide an opportunity for payment before the shutoff occurs.
 - If payment is not received or a payment plan is not agreed upon within 15 days of the notice, the account will be subject to shutoff, and electric service will be disconnected.
 - Disconnection can be postponed if a resident has serious health problems and provides a certified letter by a licensed physician.

5. Payment Plan Options:

- **Eligibility for Payment Plan:** A payment plan will only be offered to customers who are at risk of service shutoff due to non-payment.
- **Conditions:**
 - The remaining balance will be split into six equal monthly payments.
 - The customer must remain current on all future electric bills to continue the payment plan.
 - No payment plans will be granted to customers who are already on an existing payment plan.

6. Reconnection Process:

- If service is disconnected due to non-payment, customers must pay the full outstanding balance, including a \$75 fee for residential customers or a \$150 fee for commercial customers, before service can be restored.

Bill Greenport 25-01

A local law to amend Chapter 121 (Taxation) of the Code of the Village of Greenport, to authorize a real property annual tax exemption for volunteer firefighters and volunteer ambulance workers, in accordance with Real Property Tax Law §466-a.

Section 1. Chapter 121 of the Code of the Village of Greenport is hereby amended by adding the following section 121-3-a, to read as follows:

"§121-3-a.

(1) Exemption from real property taxes.

Pursuant to the authority granted by § 466-a of the Real Property Tax Law of the State of New York, real property owned by an enrolled member of the Incorporated Village of Greenport Volunteer Fire Department or Voluntary Ambulance Service, who meets the eligibility requirements enumerated in this section, or such enrolled member and spouse, shall be exempt from real property taxes to the extent of 10% of the assessed value of such property for Village purposes, exclusive of special assessments.

(2) Requirements for eligibility.

- (a) Such exemption shall not be granted to an enrolled member of the Greenport Volunteer Fire Department or Voluntary Ambulance Service unless:
 - (i) The applicant resides in the Village of Greenport.
 - (ii) The property is the primary residence of the applicant.
 - (iii) The property is used exclusively for residential purposes, provided, however, that if any portion of such property is not used exclusively for the applicant's residence but is used for other purposes, such portion as is used for other purposes shall be subject to taxation, and the residential portion only shall be entitled to the exemption provided for herein, on a pro rata basis;
 - (iv) The applicant has been certified by the authority having jurisdiction for the Greenport Volunteer Fire Department or Voluntary Ambulance Service as an enrolled member thereof for at least two (2) years. The applicant, or the Fire Department or Ambulance Service on behalf of the applicant, must submit proof of such certification together with, or prior to, submission of the application for an exemption.
- (b) It shall be the duty and responsibility of the Greenport Volunteer Fire Department to determine the procedure for certification, subject to the approval and confirmation of the Village Board of Trustees.

(3) Lifetime exemption.

Any enrolled member who accrues more than 20 years of active service with the Greenport Volunteer Fire Department or Voluntary Ambulance Service and is so certified by the authority having jurisdiction for the Fire Department or Ambulance Service shall be granted this 10% exemption for the remainder of his or her life as long as his or her primary residence is located within the Incorporated Village of Greenport.

(4) Application for exemption.

Application for such exemption shall be filed annually with the Town of Southold Assessor on or before the taxable status date of the Village of Greenport on a form prescribed by the New York State Office of Real Property Services.

(5) Unremarried spouses of volunteer firefighters or volunteer ambulance workers killed in the line of duty.

Any exemption claimed under this section by an enrolled member of the Greenport Volunteer Fire Department or Voluntary Ambulance Service may be continued to such deceased enrolled member's unremarried spouse if such member is killed in the line of duty, provided, however, that:

- (a) Such unremarried spouse is certified by the authority having jurisdiction for the Greenport Volunteer Fire Department or Voluntary Ambulance Service as an unremarried spouse of an enrolled member of the Greenport Volunteer Fire Department or Voluntary Ambulance Service who was killed in the line of duty; and
- (b) Such deceased volunteer had been an enrolled member thereof for at least five (5) years; and
- (c) Such deceased volunteer had been receiving the exemption prior to his or her death.

(6) Unremarried spouses of deceased volunteer firefighters or volunteer ambulance workers.

An exemption granted pursuant to this article maybe continued or reinstated to an unremarried spouse of a deceased enrolled member of the Greenport Volunteer Fire Department or Voluntary Ambulance Service, provided, however, that:

- (a) Such unremarried spouse is certified by the authority having jurisdiction for the Greenport Volunteer Fire Department or Voluntary Ambulance Service as an unremarried spouse of a deceased enrolled member of the Greenport Volunteer Fire Department or Voluntary Ambulance Service; and

- (b) Such deceased volunteer had been an enrolled member thereof for at least 20 years; and
- (c) Such deceased volunteer and un-remarried spouse had been receiving the exemption for such property prior to the death of such volunteer.

(7) No diminution of benefits.

No applicant who is a volunteer firefighter or volunteer ambulance worker who by reason of such status is receiving a tax benefit under the Real Property Tax Law of the State of New York and this chapter on the effective date of this section shall suffer any diminution of such benefit because of the enactment of this property tax exemption.

(8) Date of applicability.

This section shall apply to tax assessment rolls prepared on the basis of taxable status dates occurring on or after January 1, 2025.

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.

**RESOLUTION OF THE VILLAGE OF GREENPORT
HISTORIC PRESERVATION COMMISSION RECOMMENDING
DESIGNATION OF THE AREA IN THE VILLAGE KNOWN AS
SANDY BEACH AS AN HISTORIC DISTRICT**

WHEREAS, the Village of Greenport (Village) Historic Preservation Commission (HPC) has received information relative to a request to consider whether an area in the Village known as Sandy Beach should be designated as an historic district, and

WHEREAS, in the Village, Sandy Beach consists of the following tax lots as designated by the Suffolk County Tax Assessor and as reflected on the Suffolk County Tax Map, each of which is located in District 1001, Section 3, Block 3:

Lots 4.1, 5, 6, 7.3, 8, 9, 10, 11, 12, 13, 14, 15, 16, 19.1, 20, 21, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33.1, and 33.3 (the "Lots"), and

WHEREAS, the HPC has authority in accordance with Village Code §76-4 to recommend designation of a group of properties as an historic district upon a determination that the proposed district contains properties that meet one or more of the criteria for designation of a landmark and which may have within its boundaries other properties or structures that, while not of such historic and/or architectural significance to be designated as landmarks, nevertheless contribute to the overall visual characteristics of the landmark or landmarks located within the historic district, and

WHEREAS, the criteria applicable to designation of a landmark includes a site which possesses significant character or historic or aesthetic interest or value as part of the maritime , architectural, economic or social heritage of the Village, because of a unique location or singular physical characteristic, represents an established and familiar visual feature of the Village, and/or by being part of or related to the Village Waterfront or other distinctive area, should be developed or presented according to a plan based on an historic, cultural, maritime or architectural motif, and

WHEREAS, Village Code §76-4 provides that an area with such historical significance may be recommended by HPC for designation as an historic district if it meets one or more of the prescribed criteria, and

WHEREAS, the HPC has been provided with a document compiled and written by Elsie Ketcham Drosihn, entitled "A HISTORY OF SANDY BEACH Greenport, Long Island" (the "History of Sandy Beach") which provides a unique story and view of the significance of Sandy Beach as an historic area, and

WHEREAS, the HPC members have also reviewed various documents and photographs depicting the Sandy Beach area and homes, and

WHEREAS, the HPC finds and concludes:

1. Sandy Beach is a peninsula separating Greenport Harbor from Stirling Basin.
2. Previous to 1886, Sandy Beach contained scallop shops used in connection with scallop harvesting in the waters along the Greenport Waterfront. Because of its unique location along the deep waters of Greenport Harbor, it became a scallop shucking enclave.
3. In or around 1886, local residents turned the area into a summer resort and the shacks were converted to cottages and bungalows.
4. Sandy Beach is the only known intact example of an enclave with wonderful little buildings that are an essential part of Greenport's maritime history.
5. The nature of life on Sandy Beach, including the use of the area in support of scalloping and clamming for both business and recreational purposes, the simple living, and the picturesque quality of this area remaining somewhat lost in a previous era are included in the History of Sandy Beach in "family histories".
6. The picturesque tranquility of the area remains intact today.
7. Based on the "family histories" and the HPC observations, the HPC finds that Sandy Beach represents a unique element of the maritime character and antiquity and uniqueness of the Village, which makes Sandy Beach a distinctive heritage of the Village.
8. The HPC finds that conservation and preservation of this area to retain its allure and cultural heritage as part of the Greenport waterfront and maritime history is important to maintain Greenport's historic, maritime and cultural heritage.

9. The HPC finds that Sandy Beach possesses significant character and historic interest as part of the maritime, architectural, economic and social heritage of the Village.
10. The HPC finds that Sandy Beach is in a unique location and a distinctive area that represents an established and familiar visual feature that helps define the Village and should be protected as part of the Village's heritage.

NOW, THEREFORE, BE IT RESOLVED, that:

1. The foregoing whereas clauses and findings of act are hereby made a part hereof.
2. For the reasons identified above, the HPC finds that the Sandy Beach area, including the Lots, qualified under the criteria for designation as an historic district in that it meets the criteria in Village Code §76-4(C)(2), (5) and (6).
3. The HPC recommends that the Village Board of Trustees approve the designation of the Lots as the "Sandy Beach Historic District".



SERVICE AGREEMENT

Beginning Date: 3/1/2025 End Date: 2/28/2026 Customer Number: 9786052
Bill To: Attn: Doug Jacobs Customer Site: Attn: Doug Jacobs
Village of Greenport, Electric Department Village of Greenport, Electric Department
236 Third Street, Greenport NY 11944 236 Third Street, Greenport NY 11944

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

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

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

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

GARRATT-CALLAHAN COMPANY has the ability to request a price increase for agreements annually based on current inflationary trends, increased cost of raw materials, shipping, manufacturing, labor, etc. not to exceed ___% of the current price. Requests will be submitted approximately 11 months into the agreement of each year and will go into effect on the first invoice of the next renewal. Example: Terms of agreement are January - December. In November a notice will be sent about price increase and the new price will be effective January of the following year.

Initial: _____ Date: _____

In the event that the contract is terminated prematurely, the client will pay any balance that exists as a result of more product having been shipped than has been accounted for with regular monthly invoicing.

Initial: _____ Date: _____

For those agreements including equipment, GARRATT-CALLAHAN COMPANY will keep track of the equipment pay-off balance. Should the client terminate the agreement prior to the equipment being paid off, GARRATT-CALLAHAN COMPANY will invoice the client the remaining balance of said equipment. If equipment is included, the agreement is not to exceed 12 months.

Initial: _____ Date: _____

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

Initial: _____ Date: _____

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

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

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



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

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

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

CLIENT: _____

_____ GARRATT-CALLAHAN COMPANY

BY: _____
(PRINTED NAME)

BY: Peter Cheng _____
(PRINTED NAME)

(SIGNATURE/DATE)

(SIGNATURE/DATE)

TITLE: _____

TITLE: District Manager _____



Terms and Conditions of Sale

Approval and Acceptance

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

Prices and Freight Charges

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

Note: The following exception applies:

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

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

*When the customer requires delivery by a Garratt-Callahan truck or special services such as ChemFeed delivery, chemical transfer into another container, lift gate or stake trucks, weekend or holiday delivery, air freight, rush orders, delivery within a building, gather and ship, etc., the charges will be added to the invoice. Where ChemFeed is available for a specific product the service includes chemical transfer into another container and removal of transferred empty drums. (Excluding 5 gal pails).

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

International Orders

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

Prices and Freight Charges – Maritime Sales

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

Applicable Taxes

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



Invoice Payment Terms

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

Warranty and Return

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

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

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

Delivery and Losses

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

Right to Cure

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



Insurance

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

Exceptions

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

Indemnification

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

Assignment

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

Equal Opportunity

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



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

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

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

CUSTOMER

DATE

GARRATT-CALLAHAN COMPANY

DATE