



236 THIRD STREET
GREENPORT, NY 11944

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

www.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 – 5:00 p.m.
(meeting postponed from March 20, 2025)
Mayor and Board of Trustees – Work Session Meeting
Greenport Firehouse
Third Street, Greenport, NY 11944

MOTION TO OPEN MEETING

GREENPORT FIRE DEPARTMENT MONTHLY REPORT

- **Fire Department – Chief Alain DeKerillis**
 - Board of Wardens meeting minutes, monthly report(s) and calendar

MONTHLY REPORTS

- **VILLAGE CLERK – Candace Hall**
- **VILLAGE TREASURER – Adam Brautigam**
 - Meter Department
 - Housing Authority & Community Development
- **VILLAGE ADMINISTRATION**
 - Road and Water Department
 - Sewer Department (Wastewater Treatment)
 - Light Department
 - Building Department
 - Recreation Department
 - Harbor Department & Marina Management

MAYOR AND BOARD OF TRUSTEES

Board Discussion

- Debt to Village of Greenport
- Ethics & Board Responsibilities

PUBLIC COMMENT



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Submitted: March 13, 2025
Meeting: March 20, 2025 6:00 PM
Work Session Meeting
To: Mayor Kevin Stuessi
Board of Trustees
Prepared By: Jeanmarie Oddon, *Deputy Clerk*
From: Jeanmarie Oddon, *Deputy Clerk*

Greenport Fire Department March 2025 Work Session

Attachments:

Greenport Fire Dept. March 2025 Work Session Report (PDF)

GREENPORT F.D.

March 2025

Duty Companies 8-3-3 & 8-3-2 First due on Signal 24s + 8-3-2

OFFICE: 631.477.9801

FAX: 631.477.4012

gfdsecretary@greenportvillage.org

March 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 Relief Hose Mtg Standard Hose Mtg	4 Eagle Hose Mtg	5 Marine Rescue Mtg	6 Voter Registration 8am	7	8 Voter Registration 11am Cutchogue Parade 13:00hrs
9	10 Star Hose Mtg	11 Rescue Squad Mtg Finance Mtg	12 Phenix H&L Mtg	13 Dept Training Vehicle Extraction 7pm	14	15 Jamesport Parade
16	17 ST PATRICK'S DAY 	18 Village Elections 6am - 9pm Fire Police Mtg	19 Wardens Mtg	20 4pm - HPC 5pm - Joint Bd Mtg 6pm - Bd Trustees	21 4pm --- Planning Bd	22
23 ANNUAL DEPT MTG 10am	24	25	26	27 6pm - Bd Trustees	28	29
30 Montauk Parade	31					
				Chief de Kerillis 631.208.7506		
				1st Ass't Chief Miller 631.831.5645		
				2nd Ass't Chief Nyce 917.439.6324		

Entries in GREEN denote Greenport Village events.

CHIEF ALAIN DeKERILLIS
1ST ASST CHIEF WAYNE MILLER
2ND ASST CHIEF DAVID NYCE
CHAPLAIN FRANK MUSTO
ASST. CHAPLAIN CLAUDE KUMJIAN
SECRETARY/TREASURER CLIFF HARRIS



(631) 477-9801 – STATION 1
(631) 477-8261 – STATION 2
(631) 477-1943 – CHIEF'S OFFICE
(631) 477-4012
311 THIRD STREET – PO BOX 58
GREENPORT, NY 11944
Email: gfdsecretary@greenportvillage.org
www.greenportfd.org

Meeting of the Board of Wardens

Wednesday February 19, 2025

OPENING

Chief Alain de Kerillis opened the meeting at 7:00pm with The Pledge of Allegiance to the Flag and a moment of silence for the departed members.

ATTENDANCE

Chief Alain de Kerillis

1st Ass't Chief Wayne Miller

2nd Ass't Chief David Nyce

Wardens Bernard Purcell and Wayde Manwaring of Eagle Hose Co. #1

Wardens Norma Corwin and Antone Volinski III of Relief Hose Co. #2

Wardens Patrick Brennan and Robert Hamilton of Star Hose Co. #3

Warden Scott Hollid of Standard Hose Co. #4

Wardens John Grilli and Peter Harris of Phenix Hook & Ladder Co. #1

Mary Bess Phillips VOG/GFD Liaison

Excused: Warden Jordan Arnold of Standard Hose Co. #4

Chief Alain de Kerillis requested a brief meeting due to a lengthy executive session.

THOSE WISHING TO ADDRESS THE BOARD –

1. Robert Corwin requested that the department look into getting a coffee service back. He would like to have it stocked. He will see what vendor we were using in the past/look at other vendors.

READING OF THE PREVIOUS MINUTES

Motion made by W. Manwaring, seconded by A. Volinski III, to approve the minutes of the January 15, 2025 meeting of the Board of Wardens as printed and distributed. Motion Carried.

FINANCE COMMITTEE

The finance committee report was read by Chief de Kerillis. Motion made by T. Brennan, seconded by R. Hamilton, to accept the report. Motion Carried.

COMPANY OFFICERS' MEETING MINUTES- No Report.

TREASURER'S REPORT

The Treasurer's report for the period of January 16, 2025 through February 19, 2025 was read by Secretary/Treasurer S. Hollid. Motion made by R. Hamilton, seconded by P. Harris, to accept the treasurer's report as read. Motion carried. (report attached)

1. S. Hollid reported that he is trying to get access to the US Life Account.
2. S. Hollid also mentioned moving 50k into an account that makes more interest. He said we have a lot of money in a savings account that is not making any money. He mentioned that Dime bank does not have an MMA. Norma Corwin reported that M&T Bank has MMA accounts. P. Brennan mentioned that he has some suggestions as well. S. Hollid will look into MMA account at M&T bank.
3. N. Corwin requested that the Warden's get a copy of the treasurer's report with the Warden's minutes like they used to. The Warden's minutes always reflect that they are attached.
4. A. Volinski asked if the \$1,771 in the general account is accurate. S. Hollid said that it is, but there will be some reimbursements from Washington's birthday.

BILLS- None.

COMMUNICATIONS

1. \$100 Donation from Joan Kearney.
2. Terryville FD looking for donations for pages in journal.

3. Thank you letter from Commissioner Rudolf Sunderman for responding to Jennings Creek Fires. The letter also stated that it was not eligible for reimbursement.
4. LGBT Network- parade and festival June 22, 2025 in the Village.
5. A thank you letter and patch from Greenwood Lake FD.
6. Eastport FD BBQ and cash drawing, Aug 2nd 2025.
7. Cutchogue FD St Patrick's Day Parade, March 8, 2025.
8. Suffolk County Burn Center looking for representatives.
9. Montauk St. Patrick's Day Parade March 30, 2025.
10. Suffolk County Volunteer Firefighter's Association Memorial Service May 4th, 2025.
11. Thank you card from Mary McCabe.
12. Letter from Kathy Hochul mentioning the increase in tax credit from 200 to 800.
13. Hudson City School District looking for donations.
14. FASNY needs full company membership renewal.
15. Mattituck Cutchogue Pack 39 Cub Scouts 6th Annual Pancake breakfast March 30, 2025.

Motion by 1ST Asst Chief Miller, seconded by P. Harris, to put a copy of the letter from Greenwood Lake FD in each member's file. Motion Carried.

Motion by P. Harris, seconded by A. Volinski III, to file and/or forward all communications and attend the Cutchogue and Montauk St. Patrick's Day Parades, Motion carried.

APPLICATIONS FOR MEMBERSHIP-

1. Remi Droskoski to Standard Hose. Motion made by D. Nyce, seconded by W. Miller, to accept the application for membership. Motion Carried.

REPORTS OF COMMITTEES

Buildings and Grounds- No Report.

Bylaws

1. 2nd Asst. Chief Nyce reported that the proposed bylaw changes have been posted and they need to be voted on. Votes as follows: For bylaw change 1-striking a member must be a citizen of the United States:

Eagle Hose: No. Relief Hose: No. Star Hose: Yes. Standard Hose: No. Phenix Hook & Ladder: Yes. For bylaw change number 2- striking the word Warden or option B- adding adjoining districts of East Marion or Southold: Eagle Hose: No. Relief Hose: No. Star Hose: Yes. Standard Hose: No. Phenix Hook & Ladder: No.

EXECUTIVE SESSION

Motion made by Peter Harris, seconded by Wayde Manwaring, to adjourn to an executive session to discuss personnel matters. Motion Carried.

Adjourned to executive session at 7:48pm.

Upon returning from executive session, a motion made by P. Harris, seconded by W. Manwaring, to resume with the regular meeting. Motion Carried.

Regular meeting resumed at 9:46 pm.

1. Motion made by A. Volinski III, seconded by B. Purcell to send a letter to proper channels regarding Lakeside Garden apartments. Motion Carried.
2. Motion made by Scott Hollid, seconded by David Nyce, that the Captain's vehicle should be used in the eighth division only. Motion Carried.
3. A. Volinski III brought up that Eagle Hose, Star Hose, and Standard Hose haven't cashed their 2 percent checks.
4. Motion made by D. Nyce, seconded by S. Hollid to approve \$500 for the recruitment committee. Motion Carried.

READING OF THE MINUTES

Motion by S. Hollid, seconded by P. Harris, to dispense with the reading of the minutes of tonight's meeting. Motion carried.

ADJOURMENT

Motion by P. Harris, seconded by S. Hollid, to adjourn. Motion carried. The meeting was adjourned at 10:05 pm.

Submitted by,

Rebecca J. McKnight

Recording Secretary

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y			
1																												
2	Greenport Fire Department period ending February 28, 2025																				## maximum points in category				FIRE: 10% = 25 pts			
3																						EMS: 10% = 25 pts						
4																												
5	Antonelle, Carmine																											
6	Arnold, Jordan	W																										
7	Baglivi, Ryan																											
8	Barron, Megan																											
9	Barszczewski, Joseph III	L																										
10	Betz, James																											
11	Birmingham, Kenneth																											
12	Breese, Colleen																											
13	Breese, Harry	ID																										
14	Breitstadt, Charles																											
15	Brennan, Patrick	W																										
16	Buchanan, Shawn																											
17	Bumble III, Charles	T																										
18	Bumble, Samantha																											
19	Butler, Michael																											
20	Capon, George																											
21	Carey, Patrick																											
22	Charters, Gary																											

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y			
4		elect/app	# Fire	%		pts	# EMS	%		pts		st/by	mtgs	misc	train	drill	pos(dis)	points						phys	haz	bb	wp/sh	yap
23	Clark, James	S	3	8.3 %	0	0	0	0 %	0	0	0	0	2	4	0	0	5											
24	Clark, Jeffry		14	39 %	25	2	1.4 %	0		0		0	2	9	4	0	0								X	X	X	
25	Corazzini, Jeffrey		3	8.3 %	0		38	27 %	25			0	0	0	0	0	0											
26	Corazzini, Warren		1	2.8 %	0		0	0 %	0			0	1	1	0	0	0							X				
27	Corwin, Everett		8	22 %	25		23	16 %	25			0	3	7	4	0	0								X	X	X	
28	Corwin, Norma	C,W	7	19 %	25		42	30 %	25			0	7	7	2	0	16							X				
29	Corwin, Robert E.	C,D,IDO	10	28 %	25		40	29 %	25			0	7	5	1	0	16											
30	Corwin, Robert J.	L	4	11 %	25		21	15 %	25			0	4	4	0	0	5											
31	Corwin, Scott		14	39 %	25		3	2.1 %	0			0	4	1	4	0	0							X	X	X	X	
32	Costas, Tom		7	19 %	25		4	2.9 %	0			0	4	3	4	0	0								X	X	X	
33	Creedon, Daniel	S	14	39 %	25		77	55 %	25			0	2	3	4	0	5								X	X	X	
34	Creighton, Ryan		1	2.8 %	0		2	1.4 %	0			0	1	1	0	0	0							X				
35	De Kerillis, Alain	CH	8	22 %	25		39	28 %	25			0	5	7	4	0	25								X	X	X	
36	DelGaudio, Malysa		6	17 %	25		45	32 %	25			0	2	2	0	0	0											
37	Detrick, Gary		0	0 %	0		0	0 %	0			0	0	0	0	0	0											
38	Diaz, Juan		2	5.6 %	0		0	0 %	0			0	1	3	4	0	0								X	X	X	
39	Edwards, Alson		6	17 %	25		0	0 %	0			0	1	1	0	0	0											
40	Edwards, Carol		5	14 %	25		37	26 %	25			0	1	2	1	0	0											
41	Ellis, Scott		0	0 %	0		0	0 %	0			0	0	0	0	0	0											
42	Ferguson, Peter		0	0 %	0		0	0 %	0			0	0	0	0	0	0											
43	Ficuriilli, Michael		9	25 %	25		3	2.1 %	0			0	2	6	4	0	0							X	X	X	X	

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y			
4		elect/app	# Fire	%		pts	# EMS	%		pts		st/by	mtgs	misc	train	drill	pos(dis)	points						phys	haz	bb	wp/sh	yap
44	Fogarty, Jonathan	T	7	19 %	25	3	2.1 %	0		0		0	2	4	4	0	5	40				X	X	X				
45	Golden, Jillian		0	0 %	0	0	0 %	0		0		0	0	0	0	0	0	0										
46	Grattan, Timothy		0	0 %	0	0	0 %	0		0		0	1	0	4	0	0	5				X	X	X				
47	Gray, Sally Anne		0	0 %	0	7	5 %	0		0		0	1	0	0	0	1											
48	Grilli, Jennifer	L	2	5.6 %	0	0	0 %	0		0		0	3	3	4	0	5	15				X	X	X				
49	Grilli, John	W	3	8.3 %	0	0	0 %	0		0		0	3	3	4	0	8	18				X	X	X				
50	Hamilton Jr., Robert	D, W,SO	14	39 %	25	6	4.3 %	0		0		0	3	6	4	0	19	57				X	X	X				
51	Hanold, Christopher T.	C	4	11 %	25	5	3.6 %	0		0		0	2	3	0	0	8	38										
52	Harris, Cliff		2	5.6 %	0	0	0 %	0		0		0	1	1	4	0	0	6				X	X	X				
53	Harris, Peter	L,T,D,W,FPO	17	47 %	25	8	5.7 %	0		0		0	3	6	4	0	24	62				X	X	X				
54	Harvey, Russell		0	0 %	0	0	0 %	0		0		0	0	0	4	0	0	4				X	X	X				
55	Hollid, Scott	W	10	28 %	25	0	0 %	0		0		0	3	4	0	0	8	40										
56	Holmes, Joseph	L	3	8.3 %	0	15	11 %	25		25		0	2	2	0	0	5	34										
57	Hubbard Jr, George		5	14 %	25	3	2.1 %	0		0		0	3	4	4	0	0	36				X	X	X				
58	Huzsek, Andrew H		21	58 %	25	6	4.3 %	0		0		0	2	5	4	0	0	36				X	X	X				
59	Jensen, Warren		1	2.8 %	0	1	0.7 %	0		0		0	2	0	4	0	0	6				X	X	X				
60	Jester, Robert	T	4	11 %	25	3	2.1 %	0		0		0	6	10	4	0	5	50				X	X	X				
61	Jimenez, Susano		1	2.8 %	0	0	0 %	0		0		0	1	0	4	0	0	5				X	X	X				
62	Jobes, Craig	C	13	36 %	25	16	11 %	25		25		0	3	3	0	0	8	64										
63	Johnson, Craig		0	0 %	0	0	0 %	0		0		0	0	1	0	0	0	1										
64	Kalin, James		27	75 %	25	80	57 %	25		25		0	2	2	0	0	0	54										

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y			
4		elect/app	# Fire	%		pts	# EMS	%		pts		st/by	mtgs	misc	train	drill	pos(dis)	points						phys	haz	bb	wp/sh	yap
65	Kostal, Anne Susan		13	36 %	25	63	45 %	25		25		0	3	4	5	0	0		62			X	X	X				
66	Luke, Alexander		0	0 %	0	0	0 %	0		0		0	0	1	0	0	0		1									
67	Mantzopoulos, John		0	0 %	0	0	0 %	0		0		0	0	0	0	0	0		0									
68	Manwaring, Julia		17	47 %	25	19	14 %	25		25		0	5	6	5	0	0		66			X	X	X				
69	Manwaring, Wayde	W	15	42 %	25	16	11 %	25		25		0	5	4	5	0	8		72			X	X	X				
70	Marczewski, Macy		1	2.8 %	0	0	0 %	0		0		0	2	4	0	0	0		6									
71	Martocchia, Jerome		4	11 %	25	1	0.7 %	0		0		0	2	3	0	0	0		30									
72	Miller, Wayne	CH	17	47 %	25	27	19 %	25		25		0	2	6	4	0	25		87			X	X	X				
73	Mills, Wm. J., III		1	2.8 %	0	0	0 %	0		0		0	0	0	4	0	0		4			X	X	X				
74	Mills, Robert		0	0 %	0	0	0 %	0		0		0	0	0	4	0	0		4									
75	Milovich Jr., Joseph	S	10	28 %	25	4	2.9 %	0		0		0	3	3	4	0	5		40			X	X	X				
76	Mims, Ralph		1	2.8 %	0	0	0 %	0		0		0	0	0	0	0	0		0									
77	Musto, Francis	S, Chpln	16	44 %	25	37	26 %	25		25		0	5	10	4	0	10		79	X		X	X	X				
78	Mysliborski, Linda		1	2.8 %	0	21	15 %	25		25		0	2	4	5	0	0		36			X	X	X				
79	Narkiewicz, Piotr		19	53 %	25	74	53 %	25		25		0	5	4	4	0	0		63			X	X	X				
80	Nedoszytko, William	S	0	0 %	0	0	0 %	0		0		0	1	1	0	0	5		7									
81	Nycc, David	CH	22	61 %	25	38	27 %	25		25		0	8	6	4	0	25		93			X	X	X				
82	O'Brien, Michael		2	5.6 %	0	1	0.7 %	0		0		0	1	2	0	0	0		3									
83	Petrigliano, Victor		0	0 %	0	0	0 %	0		0		0	0	0	0	0	0		0									
84	Piel, Jeffrey		0	0 %	0	0	0 %	0		0		0	0	0	0	0	0		0									
85	Pirillo, James A.		21	58 %	25	4	2.9 %	0		0		0	3	7	4	0	0		39			X	X	X				

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
4		elect/app	# Fire	%		pts	# EMS	%		pts		st/by	mtgs	misc	train	drill	pos(dis)	points			phys	haz	bb	wp/sh	yap
86	Pope, George		18	50 %	25	38	27 %	25		25		0	5	4	4	0	0	63				X	X	X	
87	Purcell, Bernard	L,W	35	97 %	25	106	76 %	25		25		0	7	10	4	0	13	84				X	X	X	
88	Purcell, Ryan		7	19 %	25	7	5 %	0		0		0	2	2	4	0	0	33				X	X	X	
89	Quillin, Michael	D	8	22 %	25	0	0 %	0		0		0	2	4	4	0	3	38				X	X	X	
90	Raynor, Dale	L	4	11 %	25	9	6.4 %	0		0		0	3	5	4	0	5	42				X	X	X	
91	Reed, Michael		4	11 %	25	1	0.7 %	0		0		0	1	1	4	0	0	31				X	X	X	
92	Reed, Taylor	L	8	22 %	25	34	24 %	25		25		0	4	7	6	0	5	72				X	X	X	
93	Reiss, Helen		2	5.6 %	0	5	3.6 %	0		0		0	1	1	1	0	0	3							
94	Richter, Michael	T,T	1	2.8 %	0	0	0 %	0		0		0	0	0	4	0	10	14				X	X	X	
95	Robins, William	L	9	25 %	25	6	4.3 %	0		0		0	3	4	0	0	5	37							
96	Rosa, Lisa		9	25 %	25	4	2.9 %	0		0		0	2	4	4	0	0	35				X	X	X	
97	Rung, Rosalie	S	0	0 %	0	19	14 %	25		25		0	1	1	0	0	5	32							
98	Rutkowski, Stephen	D	21	58 %	25	79	56 %	25		25		0	7	3	4	0	3	67				X	X	X	
99	Schroeder, Geoffrey		1	2.8 %	0	0	0 %	0		0		0	2	1	0	0	0	3							
100	Skrezec, John		0	0 %	0	0	0 %	0		0		0	0	0	0	0	0	0							
101	Strickland, Samuel	L,D	17	47 %	25	42	30 %	25		25		0	4	5	4	0	8	71				X	X	X	
102	Swetland, Jessica		1	2.8 %	0	1	0.7 %	0		0		0	2	1	5	0	0	8				X	X	X	
103	Tamin, John		0	0 %	0	0	0 %	0		0		0	0	1	0	0	0	1							
104	Tejada, Yira		2	5.6 %	0	6	4.3 %	0		0		0	1	1	2	0	0	4							
105	Thorp, Thomas	L	0	0 %	0	0	0 %	0		0		0	0	0	0	0	5	5							
106	Vandenburgh, Richard		0	0 %	0	0	0 %	0		0		0	1	1	0	0	0	2							

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
4		elect/app	# Fire	%		pts	# EMS	%		pts	st/by	mtgs	misc	train	drill	pos(dis)	points	phys	haz	bb	wp/sh	yap			
107	VanEtten, George	D	4	11 %	25	2	1.4 %	0	0	2	7	4	0	3	41			X	X						
108	Verity, Michael		1	2.8 %	0	1	0.7 %	0	0	0	0	4	0	0	4			X	X						
109	Versheck, Jon		4	11 %	25	11	7.9 %	0	0	4	1	4	0	0	34			X	X						
110	Volinski, Antone, III	W,L	3	8.3 %	0	31	22 %	25	0	3	2	5	0	13	48			X	X						
111	Volinski, Darryl		2	5.6 %	0	6	4.3 %	0	0	2	4	4	0	0	10			X	X						
112	Waller, Kristie		12	33 %	25	31	22 %	25	0	1	3	5	0	0	59			X	X						
113	Walters, Joseph		1	2.8 %	0	0	0 %	0	0	1	0	4	0	0	5			X	X						
114	Wright, William		12	33 %	25	50	36 %	25	0	3	4	4	0	0	61			X	X						
115	Zaymayar, Elias	C	14	39 %	25	31	22 %	25	0	3	6	4	0	8	71		X	X	X						
116	Zurek, Gregory		13	36 %	25	5	3.6 %	0	0	2	3	4	0	0	34			X	X						
117	Zurek Jr, Stanley		6	17 %	25	0	0 %	0	0	1	0	4	0	0	30			X	X						



236 THIRD STREET
GREENPORT, NY
11944

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Fax: (631)477-1877

villageofgreenport.org

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KEVIN STUESSI
EXT 215

TRUSTEES
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PATRICK BRENNAN

LILY DOUGHERTY-
JOHNSON

JULIA ROBINS

TREASURER
ADAM BRAUTIGAM
EXT 217

VILLAGE CLERK
CANDACE HALL
EXT 214

Submitted: March 12, 2025
Meeting: March 20, 2025 6:00 PM
Work Session Meeting
To: Mayor Kevin Stuessi
Board of Trustees
Prepared By: William Schulz,
From: William Schulz,

Recreation

Work Session Report Recreation Department

March 20, 2025

Mitchell Park Marina/Parks

- ❖ WRF Carousel Restoration working on the Carousel horse base mount repairs, and main bearing casing inspection and repairs through North Fork Welding.
- ❖ Private Marina bathroom facility receiving tile, drywall, paint and plumbing fixture improvements by in-house employees.
- ❖ Routine custodial duties in Mitchell Park, including landscaping, snow removal, salting sidewalks, walkways, etc.
- ❖ Assisting Village Hall with getting quotes for building repairs and renovations.
- ❖ Daily processing of Tenant documentation of Moorings, Bayman's Dock, Bike Locker rental fee, Railroad Dock and Marian reservations.
- ❖ Daily weekday inspections of all Recreation Department assets, including but not limited to: Mitchell Park Grounds, Mitchell Park Marina Piers and Docks, Fifth Street Beach Park, Beach, and Pier, Railroad Commercial Dock Pier, Bay Avenue Visitor Dock Park, Sterling Basin Visitor Dock Park, Sterling Basin Mooring Field, Sterling Basin Bayman Dock Facility, First Street School House and Blacksmith Shop, Recreation Center, Mini Railroad Building and Grounds, McCann's

Campground Facility, and Moore's Lane Skate Park.

Monthly Revenue Reports are attached

Recreation Center

Statistics

Attendance:

After School Program = 18 Children Enrolled

Reports

- ❖ The After School Program is going very well.
- ❖ The Recreation Center is busy preparing for Black History Month, Grounds Hog Day and Valentine's Day.
- ❖ The recreation center is sanitized and cleaned daily.
- ❖ The Recreation Center is preparing to decorate for Black History Month, Grounds Hog Day and Valentines Day.
- ❖ Enrollment for the 2025 Summer Day Camp is underway. Many inquiries and applications were received.
- ❖ The 2025 Suffolk County EMS Public defibrillation AED location survey was completed for the Summer Day Camp and submitted to the Department of Health.

Campground

Tasks Accomplished

- ❖ The permit application for McCann's Campground was completed for the 2025 season and submitted to the Department of Health.
- ❖ McCann's Campground officially closed on November 1st.

Attachments:

Recreation Monthly Revenue Feb 2025 (PDF)



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Submitted: March 12, 2025
Meeting: March 20, 2025 6:00 PM
Work Session Meeting
To: Mayor Kevin Stuessi
Board of Trustees
Prepared By: William Schulz,
From: William Schulz,

Work Session

Work Session Report for Road and Utilities

March 20, 2025

Administrator's Office

Statistics

Work Orders:

Electric = 47 Written, 47 Completed

Water = 32 Written, 32 Completed

Sewer = 40 Written, 40 Completed

Road = 56 Written, 56 Completed

Reports

- ❖ DOH-360: This is a monthly report for bacteriological presence and residual chlorine levels, it was sent on 2-05-2025. The results are detailed below in the Road Department's *Sampling* section.

- ❖ GADS Data: This is a monthly report about run and usage data for the generators at the Power Plant, it was sent on 2-05-2025.

Discussion

Resolutions

Road/Water Department

Statistics

Water Distribution:

3,318,000 Gallons Sold

Sampling:

All water samples complied with Department of Health requirements.

Locations: 419 Sixth Street - Slop Sink

Total Coliform = Absent

E Coli = Absent

Residual Chlorine = 0.62 mg/L

Third Street Firehouse - Kitchen Sink

Total Coliform = Absent

E Coli = Absent

Residual Chlorine = 0.54 mg/L

The form, DOH-360, was filed with the DOH on February 5, 2025, with the above results.

Report

Tasks Accomplished:

- ❖ Daily garbage collection.
- ❖ Daily liter pick parking lots.
- ❖ Daily work orders being documented.
- ❖ Salted roads and sidewalks winter event 2/1/25
- ❖ Removed hunting signs throughout Village.
- ❖ Salter and plow maintenance.
- ❖ Daily Park liter pick up and clean up.
- ❖ Repaired G-32 salter.
- ❖ Repaired G-8 plow.
- ❖ Salted, plowed and cleaned up for winter event 2/8 through 2/9.
- ❖ Staging set up for parade at Mitchell park.
- ❖ Winter storm plowed and salted 2/15.
- ❖ On-going patching throughout Village.

- ❖ Assisted power plant with power outage.
- ❖ Repair and upkeep of all salters and plows.
- ❖ Cat repair with contractor.
- ❖ Assisted with water/sewer at ferry project.
- ❖ Cleared drains of debris.
- ❖ Sent tires out for zero turn mowers to get rims fixed.
- ❖ Trimmed various trees on tree list.
- ❖ Started list for tree stump grinding to go out for bid.
- ❖ Repaired G-32 salter conveyor.

Sewer Department

Statistics

Flow and Sampling:

The plant continues to run well, exceeding DEC permit requirements.

Total plant flow for the month of = 8,105,000 Gallons

Average Daily Flow = .290 (MGD) Permit Limit = .650 MGD

Total Suspended Solids percent removal (TSS) = 96% Permit Limit = 75%

CBOD percent removal = 98% Permit Limit = 75%

Coliform Fecal General = 2.0 MPN. Permit limit 200 MPN/100

Coliform Total General = 2.0 MPN. Permit limit 700 MPN/100

Mercury = 1.51 MG/L

Total Nitrogen = 8.8 LBS/day

Sludge Removal:

0 Gallons of sludge hauled in

Report

❖ Treatment Plant:

Cleaned UV bulbs

K+G installed backstop on west screw pump

VanEtten Plumbing replaced RPZ in polymer room

❖ Collection System:

Cleared blockage on Main St

Backflushed pumps at Claudio's pump station

EX-Cav rewired float at Nursing Home pump station

VanEtten Plumbing replaced RPZ's at Hospital pump station.

Electric Department

Statistics

Monthly Power Usage:

Maximum usage day = February 18 @ 131.597 Mwh

Minimum usage day = February 26 @ 89.023 Mwh

Peak demand for the month = 5.956 MW February 20, 4:00pm

Monthly total usage = 3,062.626 Mwh

Service calls/call outs = 12

Street light repairs = 4

Customers shut off for nonpayment = 0

Customers turned on for payment = 0

Customers turned on for the season = 0

New Services/Upgrade = 0 new service and 0 service upgrade.

Tasks Accomplished:

- ❖ February 20th, the Village experienced a system wide power outage due a to a car pole accident in Southold, this caused one of two transmission line to trip offline, the other line was out of service for maintenance work. The second line was put back into service as quickly as possible, and once proper clearances were given the back up line was re-energized.
- ❖ Once power was restored the distribution circuits throughout the village were brought back into service, we experienced a delay with a circuit, once this was corrected all power throughout the Village was restored by 4:00 pm.
- ❖ Received the new G-16 bucket truck from Altec, it is a Ford F550 4X4 chassis, with a 48-foot reach on the boom. The truck will be in service about mid-March.
- ❖ Sunrise Solar was here to do in-service training on the controls and operation of the system for both the Fire Station and Wastewater, we experience a problem with battery system at the Fire Station, this will be resolved soon, it is suggested that there be a maintenance contract put in place for future.
- ❖ Work has continued at the Ferry Terminal, the pole in the large drain field has been removed, and a temporary service drop was installed for the LIRR equipment.
- ❖ February 16th and 17th. There were several service calls due to high winds over the weekend, a couple trees on wire, electric services damaged due to trees, and some half power calls also.
- ❖ Met with several contractors/customers for service upgrades and adding new services.
- ❖ Worked with Wastewater on electrical needs, and servicing of the screw pumps.
- ❖ General shop and truck maintenance.

Attachments:

Greenport Meter 02-2025 (PDF)



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JOHNSON

JULIA ROBINS

TREASURER
ADAM BRAUTIGAM
EXT 217

VILLAGE CLERK
CANDACE HALL
EXT 214

Submitted: March 14, 2025
Meeting: March 20, 2025 6:00 PM
Work Session Meeting
To: Mayor Kevin Stuessi
Board of Trustees
Prepared By: Jeanmarie Odden, *Deputy Clerk*
From: Jeanmarie Odden, *Deputy Clerk*

Village Treasurer March 2025 Work Session

REQUEST A MOTION BE PLACED ON THE AGENDA FOR:

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

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

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

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)

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.

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.

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.

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.

UTILITY BILLING

End of Month Statistics for February completed.

Sector one read, to be billed by 03/14/2025.

Sector two bills to be read and mailed by 3/21/2025.

TALKING POINTS

SIGNIFICANT COLLECTIONS

RENTS COLLECTED IN FEBRUARY 2025- \$137,077.42

PROPERTY TAX COLLECTED THROUGH JANUARY 2025-
\$1,373,808.28

E/W FIRE DISTRICT MONEIES- \$437,212.00

ALTICE FRANCHISE FEE- \$19,892.00

SIGNIFICANT PAYMENTS

COMMUNITY DEVELOPMENT/ HOUSING AUTHORITY

3 recertifications and 5 interims were performed for February 2025.

INFORMATIONAL:

Cash Holdings Report - See attached

Utility Billing Statistics Report – See attached

Attachments:

Res Electric fees 02.24.25.02 (DOCX)

Com_. elec form rev. 2.24.25 (DOCX)

Railroad dock application (PDF)

Carousel Card Policy (DOCX)

DOCKWA renewal contract (PDF)

DEBTBOOK contract (PDF)

BUDGET MOD #6490 (PDF)

BANK BALANCE SHEET March 2025 (PDF)

CD REPORT (PDF)

EOM BILLING STATS (PDF)

HA REPORT (PDF)

property taxes collected through Feb 2025 (PDF)



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

Name: _____
Address: _____
Town: _____
Phone: (____) _____

ELECTRICIAN

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.



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EXT 215

TRUSTEES
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DEPUTY MAYOR

PATRICK BRENNAN

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JULIA ROBINS

VILLAGE TREASURER
ADAM BRAUTIGAM
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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 1st 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 3rd 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



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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

VESSEL REPRESENTATIVE

DATE



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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 _____
VESSEL REPRESENTATIVE

DATE



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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 _____
VESSEL REPRESENTATIVE

DATE

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



ACCOUNT # - jnc382

DOCKWA CONTRACT FORM

ACCOUNT INFORMATION -

Adam Brautigam

Mitchell Park Marina

Exempt from sales tax, state issued exemption certificate attached

abrautigam@greenportvillage.org

+16314772200

115 Front Street

Greenport

NY

11944

ENROLLMENT -

Make change at contract renewal

ADDITIONAL TERMS -



DOCK SIMPLY.

ITEMIZED BREAKDOWN

LINE ITEM	BILLING FREQUENCY	SALES PRICE (USD)
Marinas.com Platinum - Bundle	N/A	\$0.00
Leads Module	N/A	\$0.00
Transient Module (medium) - Annual	Annually	\$6,500.00
Storage Module (medium) - Annual	Annually	\$1,500.00
Dockwa Insights Module - Annual	Annually	\$1,668.00

\$9,668.00

\$9,668.00

12 months

CARD PROCESSING FEE *

3.20%

ACH FEE *

1%, \$25 CAP

CARD FIXED FEE *

\$0.15



This SaaS Services Agreement ("Agreement") is entered into on this 2025-03-13, (the Effective Date) between The Waste-Just Group, Inc., with offices at business at 449 E. James Street, Mayaguez, P.R. 00680 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and non limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Mayor

Greenport NY 11944

3/13/2025

Sales Manager

3/13/2025

<https://insmas.dockwv.com/sams-terms-of-service>

<https://stripe.com/us/connect-account/legal> <https://stripe.com/us/legal>



ORDER FORM

I. General Information

Customer Information

Customer Name: Greenport Village, NY ("Customer")
Address: 236 Third Street
Greenport, NY 11944
Contact Name: Adam Brautigam
Email: abrautigam@greenportvillage.org

Customer Billing Information

Address: 236 Third Street
Greenport, NY 11944
Billing Email: abrautigam@greenportvillage.org

Order Form Information

Order Form Effective Date: Date of last signature

Agreement Effective Date: Date of last signature

II. Products & Services

Item & Description		Year 1	Year 2	Year 3
Lease & SBITA Management Complete	Price	\$5,000.00	\$5,000.00	\$5,000.00
Annual recurring fee for DebtBook's Lease and SBITA management software-as-a-service application provided to Customer through access to the Application Services				
Lease & SBITA Management Complete	Price	\$0.00		
Premium Implementation				
The additional implementation services provided to Customer, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data.				

Annual Summary	Year 1	Year 2	Year 3
Recurring Subscription Fees	\$5,000.00	\$5,000.00	\$5,000.00
One-Time Implementation Fees	\$0.00		
Annual Total	\$5,000.00	\$5,000.00	\$5,000.00
TOTAL			\$15,000.00

III. Order Form Terms

1. **Services.** This Order Form sets forth the Services to be provided to Customer, including the specific Products to be provided to Customer through its access to the Applications Services.
2. **Term.** The Initial Term of this Order Form begins on the Order Form Effective Date of this Order Form as indicated above and will continue for 3 years. Thereafter, this Order Form will renew in accordance with the Agreement (as defined below).
3. **Fees.** DebtBook will invoice Customer on June 1, 2025 and Customer will pay Fees herein for the first year of the Initial Term in accordance with the payment terms of the Agreement. All Fees thereafter will be due and payable annually and

subject to the payment terms of the Agreement. Each invoice will be emailed to Customer's billing contact indicated herein.

IV. General Terms

This Order Form and the Services are governed by the written Master Services Agreement (the "Agreement") executed between the Parties, as amended. The Agreement supersedes any prior discussion or representations regarding Customer's purchase and use of the Products and Services described in this Order Form. Each of the undersigned represents that (1) they are authorized to execute and deliver this Order Form on behalf of their respective party, (2) they are authorized to bind their respective party to the terms of the Agreement, and (3) if Customer is a Government Entity, sufficient funds have been appropriated and are available to pay any Fees due under the Agreement in Customer's current fiscal year. Capitalized terms not defined herein will have the same meaning ascribed to them as set forth in the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. If permitted by applicable law, electronic signatures may be used for the purpose of executing this Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

Fifth Asset, Inc. d/b/a DebtBook

Greenport Village, NY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of the Effective Date by and between DebtBook and the customer signing below ("Customer"). By executing the Order Form and using any of the Services, Customer agrees to be bound by this Agreement. In consideration of the mutual covenants and conditions contained in this Agreement and intending to be legally bound, the Parties agree as follows:

1. Definitions.

"Aggregated Statistics" means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

"Agreement" means, collectively and to the extent applicable, this Master Services Agreement and incorporates the Order Form, any Customer Terms, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

"Application Obligations" means, collectively, each contractual or financial obligation or agreement managed by Customer using the Products made available to Customer through the Application Services.

"Application Services" means the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.

"Appropriate Security Measures" means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

"Authorized User" means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

"Customer" means the person or entity purchasing the Services as identified in the Order Form.

"Customer Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

"Customer Terms" means the terms set forth in or otherwise identified and incorporated into the Agreement. For the avoidance of doubt, "Customer Terms" does not include any purchase order or similar document generated by Customer unless such document is expressly identified and incorporated into the Agreement.

"DebtBook" means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

"DebtBook IP" means (1) the Products, Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Product, Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

"DebtBook Quote" means any pricing document identified and incorporated into each Order Form that may establish the Products, Services, Term, payment terms, and other relevant details applicable to each Customer purchase of Products and Services under such Order Form.

"Documentation" means DebtBook's end user documentation and content, regardless of media, relating to the Products or Services made available from time to time on DebtBook's website at <https://support.debtbook.com>.

"Effective Date" means the date of last signature of the Order Form and/or Agreement, unless a specific Effective Date is set forth on the Order Form.

"Feedback" means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

"Guided Implementation Services" means DebtBook's standard Implementation Services option, including basic implementation support, guidance, and training.

"Governing State" means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, "Governing State" means the State of North Carolina.

"Government Entity" means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

"Implementation Services" means DebtBook's Guided Implementation Services or its Premium Implementation Services, in each case as requested by Customer and as provided to Customer on an annual basis.

"Incorporated Documents" means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into this Agreement by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

"Initial Term" means the Initial Term established in the Order Form.

"Onboarding Services" means onboarding services, support, and training as required to make the Application Services available to Customer during the Initial Term.

"Order Form" means each order document (including, if applicable, any DebtBook Quote incorporated therein by reference) duly authorized by Customer and DebtBook for the purchase of any Products or Services in effect from time to time, as each such Order Form may be amended, modified, or replaced in accordance with its terms and this Agreement.

"Premium Implementation Services" means DebtBook's premium Implementation Services option, including implementation support, guidance, and training, review of Application Obligations, and entry of relevant Customer Data.

"Pricing Tier" means, if applicable, Customer's pricing tier for each Product as of the date of determination.

"Privacy Policy" means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

"Products" means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect.

"Renewal Term" means any renewal term established in accordance with the terms of the Agreement.

"Services" means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services, or any additional services identified on the applicable Order Form. For the avoidance of doubt, "Services" includes the underlying Products made available to Customer through access to the Application Services.

"SLA" means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

"Support Services" means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

"Term" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"Usage Policy" means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in this Agreement has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) **Provision of Access.** Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by this Agreement) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) **Documentation License.** Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by this Agreement) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) **Customer Responsibilities.** Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable

efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "Service Suspension"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify Customer or disclose Customer's Confidential Information.

3. Services and Support.

(a) Order Forms. The Services and Products, and any Service or Product specific terms and conditions, will be set forth in the Order Form, governed by this Agreement. Customer's execution of an Order Form constitutes a binding commitment to purchase the Services and Products specified in such Order Form.

(b) Services Generally. Subject to the terms of the Agreement, DebtBook will grant Customer access to the Application Services during the Initial Term and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and the level of Implementation Services indicated in the Order Form. DebtBook will provide Customer with the Support Services throughout the Term.

(c) Implementation Services. DebtBook will provide Implementation Services for each Product to the extent indicated for such Product in the applicable Order Form. Unless DebtBook has agreed to provide Premium Implementation Services for any such Product in accordance with this subsection, DebtBook will provide Customer with Guided Implementation Services for such Product at no additional charge. At Customer's request, DebtBook will identify in an Order Form those Products for which DebtBook will provide Premium Implementation Services. For each Product indicated for Premium Implementation Services, DebtBook will charge Customer a one-time Fee for the Premium Implementation Services as set forth in such Order Form. Customer agrees to cooperate in good faith and to respond in a timely manner to any reasonable request for data or information DebtBook may require to complete the Implementation Services. DebtBook is not obligated to provide any Implementation Services after the date that is 180 days after the Effective Date of the Order Form pursuant to which DebtBook is providing such Implementation Services.

(d) Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees set forth in each Order Form (the "Fees"). DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in each Order Form. Customer must pay all Fees in US dollars within 30 days of its receipt of a valid invoice unless other payment terms are set forth in the Customer Terms. If Customer is a Government Entity, then Customer's obligation to pay any Fees under the Agreement is subject in all respects to the requirements and limitations of the Governing State's prompt payment act, as amended. Except as expressly

provided in the Agreement, DebtBook does not provide refunds of any paid Fees. Unless otherwise provided in the Customer Terms, and to the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "Disclosing Party") may disclose or make available to the other party (the "Receiving Party") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "Confidential Information"). For the avoidance of doubt, DebtBook's Confidential Information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) Customer Indemnification. Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-

Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement. DEBTBOOK EXPRESSLY AGREES THAT THIS PROVISION WILL NOT APPLY TO ANY CUSTOMER THAT IS A GOVERNMENT ENTITY TO THE EXTENT SUCH INDEMNIFICATION OBLIGATIONS ARE PROHIBITED UNDER APPLICABLE LAW.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. The Initial Term of the Agreement is set forth in the Order Form. In the event Customer has multiple terms, this Agreement will remain in effect until the expiration or termination of all Order Forms.

(b) Renewal. Except as the parties may otherwise agree in the Customer Terms, or unless terminated earlier in accordance with the Agreement:

(i) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(ii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule, as provided to Customer at least 60 days before the expiration of the then-current term.

(c) Termination. In addition to any other express termination right set forth in the Customer Terms:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if Customer is a Government Entity and sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(d) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the

Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, the Customer Terms, this Master Services Agreement, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Customer Terms, (2) Order Form, (3) the Master Services, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Master Services Agreement, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "Notice") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Any Notice delivered under the Agreement will be delivered, if to the Customer, to the address indicated in the Order Form and, if to DebtBook, at the following address: **PO Box 667950, Charlotte, NC 28266.**

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Unless otherwise provided in the Customer Terms, either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. If Customer is a Government Entity and to the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry,

citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law;

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same; and

(v) Nothing in the Agreement is intended to act as a waiver of immunities that Customer has as a matter of law as a Government Entity under the laws of the Governing State, including but not limited to sovereign or governmental immunity, public officers or official immunity or qualified immunity, to the extent Customer is entitled to such immunities.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form or this Agreement, if applicable, by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

Fifth Asset, Inc. d/b/a DebtBook

Greenport Village, NY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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
Total Amount:		264,394.00

**BANK ACCOUNT BALANCES
FOR THE MONTH OF FEBRUARY 2025**

FUND	BANK ACCOUNT NAME	G/L ACCT#	TYPE	BALANCE
A	General	A.0200.000	Checking	2,017.73
A	Repair & Maintenance	A.0200.400	Checking	137,471.76
A	Greenhill Cemetery	A.0201.100	Savings	33,728.73
A	Money Market	A.0201.130	Money Market	67,593.37
A	Fire Apparatus	A.0221.110	Savings	640,083.97
A	Bulding Department Escrow	A.0235.101	Checking	63,812.63
A	Parks and Recreation	A.0200.200	Checking	714.60
A	General Investment Savings	A.0201.110	Muni Investment Pool	1,218,549.33
A	American Recovery Plan	A.0200.415	Checking	
TOTAL GENERAL FUND				\$ 2,163,972.12
CD	Small Cities Rehab.	CD.0200.000	Savings	1,135.49
CD	NYS CDBG Funds	CD.0200.400	Public Funds Acct	226.21
TOTAL COMMUNITY DEVELOPMENT				\$ 1,361.70
E	Light Fund	E.0121.100	Checking	4,940.11
E	Light Depreciation Savings	E.0116.100	Savings	1,293,448.37
E	Light Investment Savings	E.0201.110	Muni Investment Pool	1,053,899.17
E	TTC Collections	E.0121.120	Savings	231,631.94
E	Renewable Energy Savings	E.0121.130	Savings	231,092.01
E	Consumer Deposit Savings	E.0191.100	Savings	122,456.82
E	Consumer Deposit Checking	E.0244.200	Checking	13,660.53
TOTAL LIGHT FUND				\$ 2,951,128.95
F	Water	F.0200.000	Checking	3,554.54
F	Water Fund Capital	F.0200.400	Savings	\$8,404.91
F	Water Investment Savings	F.0201.120	Muni Investment Pool	499,552.37
F	Water Fund CD (MM)	F.0201.000	Money Market	203,969.85
F	Water Fund Money Market	F.0201.130	Money Market	246,647.56
				\$ 962,129.23
G	Sewer	G.0200.000	Checking	1,339,350.62
G	NYS DEC Consent	G.0201.000	Savings	31,615.20

G	Sewer Fund I	G.0201.100	Money Market	297,503.42	
G	Sewer Investment Savings	G.0201.110	Muni Investment Pool	788,963.33	
G	NYSEFC	G.0205.000	Checking	185,851.61	
G	Sewer Wastewater	G.0220.110	Savings	12,191.89	
G	NYSERDA	G.0525.000	Checking	111.01	
				TOTAL SEWER FUND	\$ 2,655,587.08
H	Capital	H.0200.000	Checking	8,128,859.08	
H	Capital Reserve	H.0200.400	Savings	51,021.02	
				TOTAL CAPITAL FUND	\$ 8,179,880.10
TA	Trust & Agency	TA.0200.000	Checking	29,241.85	
TA	Retirement Savings	TA.0201.000	Savings	50,355.82	
TA	WWI Memorial Trust	TA.0201.001	Savings	732.62	
TA	T & A Special Escrow	TA.0201.002	Savings	6,617.95	
TA	Justice Court	TA.0201.004	Savings	4,803.70	
TA	Global Common	TA.0201.009	Savings	272,072.03	
TA	Basketball Court Donations	TA.0200.101	Checking	92.00	
TA	Tree Committee	TA.0200.102	Checking	2,935.13	
TA	Summer Day Camp Donations	TA.0200.103	Checking	1,680.00	
TA	Recreation Center Donations	TA.0200.104	Checking	15,316.66	
TA	Friends of Fifth Street	TA.0200.106	Checking	113.00	
TA	American Legion Bldg	TA.0200.107	Checking	200.00	
TA	Fifth Street Rehab	TA.0200.120	Checking	13,796.00	
TA	Carousel Committee	TA.0200.113	Checking	18,308.84	
TA	Mitchell Park Bathrooms Rehab	TA.0200.115	Checking	30,000.00	
TA	Accounts Payable	TA.0202.000	Checking	901,404.65	
TA	Camera Obscura Donations	TA.0200.116	Checking	893.57	
				TOTAL TRUST & AGENCY FUND	\$ 1,347,670.25
				Wire Account	2,855.16
				Utility Clearing	22,317.30
					\$ 25,172.46
				TOTAL VILLAGE WIDE	\$ 18,286,901.89

UNIT	LANDLORD	LANDLORD ADDRESS	LANDLORD CITY, STATE, ZIP	LANDLORD PHONE	TENANT	TENANT ADDRESS	TENANT CITY, STATE, ZIP	TENANT PHONE	RENT AMOUNT	LATE FEE
213 R	Village of Greenport Housing Authority	236 3rd Street	Greenport, NY 11944	477-2391	Vera (Blaine)Bel Jackson	213 Center Street/ PO Box 188	Greenport, NY 11944	477-6548/512-9951	\$ 1,125.00	50.00
FDS - 213 Center St & 278 2nd Street Monthly Revenue & Expenses - February 2025										
Account Description										
		REVENUE: 213 Center	REVENUE: 278 2nd Street							
		213 Center	UNIT 1 - 8124 UNIT 2 - 8327 UNIT 3			HOUSE				
		\$	\$ 1,900.00			\$ 1,950.00				
		Rent	\$			\$ 1,950.00				
		Late Fees/Credits	\$			\$ 50.00				
		TOTAL REVENUE	\$			\$ 1,950.00			\$ 5,550.00	\$ 6,725.00
		EXPENSES:	EXPENSES: 213 Center							
		213 CENTER	EXPENSES: 278 2nd Street			UNIT 1 - UNIT 2 - UNIT 3 -				
			8124 8327 8328			HOUSE - 8590 RE/8361 SW				
		Utilities								
		Electric	\$			\$ 25.93				
		Water/Sewer	\$			\$ 86.78				
		Propane/Heating Oil	\$			\$ 319.65				
		Admin	\$			\$ 1,781.35			\$ 2,403.19	
		Salaries & Benefits (Asha, Adam)	\$							
		Payment Agreement to Village	\$							
		Total	\$ 693.54			\$ -		\$ -	\$ 2,213.71	
									\$ 2,213.71	
		213 CENTER	UNIT 1 UNIT 2 UNIT 3			HOUSE				
		Maintenance Repairs/Other								
		Seafield/Ace Hardware				\$ 54.00				
		JP McHale Pest Mgmt, LLC				\$ 91.30				
		Mattituck Enviro Services				\$ 43.60				
		Pine Oaks Landscaping				\$ 1,685.00				
		Total Maintenance Expenses	\$			\$ -		\$ -	\$ 1,873.90	
		MONTHLY FINANCIAL SUMMARY	213 CENTER			278 2nd STREET				
		Interest Earned								
		Total Revenue	\$			\$ 5,550.00				
		Total Expenses	\$			\$ 4,087.61				
		NET REVENUE	\$			\$ 1,462.39				
		EXCESS (DEFICIENCY) OF TOTAL REVENUE	\$			\$ 481.46				
		OVER (UNDER) TOTAL EXPENSES	\$			\$ 1,462.39				

Financial Data Schedule -

Monthly Revenue & Expenses (HAP REGISTER) - February 2025

Account Description	79	TOTAL VOUCHERS	TOTAL HAP, PORT, UTILITIES	DATE	BILLED	ADMIN FEE	ABSORBED
REVENUE:		Vouchers Leased on last day of month					
700 PFA HUD Operating Grants							
706 Admin fee revenues							
711 Interest Earned - HAP							
714 Interest Earned - ADMIN							
714 Fraud recovery							
TOTAL REVENUE	\$ 120,280.00	\$ 1,129.00	\$ 11,202.00	11.202.00	\$ 77.00	\$ 500.00	\$ 0.00
EXPENSES:							
Administrative							
912 Auditing fees							
Salaries - Asha (\$34.87), Adam							
911 Column E, 2 payperiods	\$ 4,881.18	\$ 266.92	\$ 5,148.10				
912 Medical	\$ 3,287.02	\$ 146.08	\$ 3,433.10				
913 Dental	\$ 170.23	\$ 3.37	\$ 173.60				
914 Pension T4 15.77%, T5 12.9%	\$ 766.35	\$ 34.43	\$ 800.78				
915 Payroll Taxes FICA	\$ 373.41	\$ 20.42	\$ 393.83				
916 Employee Benefit Contribution	\$ 9,478.19	\$ 471.22	\$ 7,462.06				
TOTAL							
919 Academy Printing	\$ 128.03						
920 Quill	\$ 366.09						
921 Legal Fees/Nina JG Stewart	\$ 1,062.50						
922 A. Gallacher Reimbo							
923 A. Gallacher Mileage							
924 Office Expenses Total							
925 Administrative Total	\$ 694.12						
926 Other General Expenses (Office Rent)	\$ 7,956.18						
927 Port Admin Fee	\$ 550.00						
900 TOTAL OPERATING EXPENSES	\$ 9,568.68						
EXCESS OPERATING REVENUE OVER OPERATING EXPENSES							
928 PFA Utility Allowance	\$ 77.00						
929 HAP payments	\$ 112,125.00						
930 PORT payments							
931 (HAP, PORT and UTILITY TOTAL)	\$ 112,202.00						
932 HAP & UTIL less Port payments	\$ 112,202.00						
933 Total Admin Revenue	\$ 11,659.00						
934 Net ADMIN	\$ 2,090.32						
935 Total Hap Revenue	\$ 108,621.00						
936 Net HAP	\$ (3,581.00)						
900 TOTAL EXPENSES	\$ 121,770.68						
PORT BREAKDOWN							
PORT IN							
Admin Salaries total							
937 Admin Salaries total	\$ 3,861.08						
938 Admin Salaries total	\$ 2,574.83						
939 Admin Salaries total	\$ 130.20						
940 Admin Salaries total	\$ 600.58						
941 Admin Salaries total	\$ 293.37						
942 Admin Salaries total	\$ 7,462.06						
PORT OUT							
TERMINATED							
DECEASED							
ABSORBED							
RELINQUISHED							
EXCESS (DEFICIENCY) OF TOTAL REVENUE OVER (UNDER) TOTAL EXPENSES							
900 TOTAL EXPENSES	\$ 121,770.68						

EOM Billing Statistics Report

Rate Summary - All Routes

Service	Rate# - Description	Bills	Min. Bills	Usage	Charge	Usage	Demand	Contract	PCA	NYSCES	Comm Tax	Res Tax
Electric	2 - Electric - Flat Charge	9	0	0	0	0	0	494.98	27,846.67	4,156.44	5.88	5.88
	9 - Residential (1, 1)	1371	0	1044991.81	119,162.86	0	0		36.82	5.49	3,658.62	3,658.62
	10 - Water Heating (2, 2)	10	0	1382	104.25	0	0		10,761.38	1,602.23	3.66	3.66
	11 - All Electric (3, 3)	344	0	403670	44,474.95	0	0		6,537.69	975.96	1,409.29	1,409.29
	13 - Demand - Class 3 (5, 5)	4	0	245400	13,717.86	801	9,411.76		442.38	66.03	769.89	
	14 - Village St. Lighting (6, 6)	5	0	16604.95	1,911.23	0	0		14.06	2.10		
	15 - Town St. Lighting (7, 7)	1	0	527.94	60.77	0	0		12.57	1.88		
	19 - Traffic Lights (11, 11)	1	0	472	55.18	0	0					
	20 - Contract St. Lighting (12, 12)	2	0	25	0.00	0	0					
	21 - Sterling Harbor (13, 13)	2	0	221.875	25.54	0	0		5.91	0.88	2.79	
	67 - NSF Fee	1	0	0	0	0	0	-35.00				
	77 - RESIDENTIAL SOLAR	12	0	7738	901.96	0	0		207.11	30.91	28.53	
	78 - CLASS 3 SOLAR	1	0	50400	2,817.36	135	1,586.25		1,342.71	200.44		
Electric Total		1763	0	1771433.575	183,231.96	936	10,998.01	459.98	47,207.30	7,042.36	772.68	5,105.98
Sewer	3 - Sewer - INSIDE Flat Charge	28	0	0	1,741.32	0	0					
	23 - Sewer - IN VILL 3/4" W/SEWER (14, 14)	900	644	2698.3	56,132.59	0	0					
	25 - Sewer - IN VILL 1" W/SEWER (15, 15)	31	12	207.6	3,185.22	0	0					
	27 - Sewer - IN VILL 1 1/2" W/SEWER (16, 16)	12	4	106.2	1,769.30	0	0					
	29 - Sewer - IN VILL 2" W/SEWER (17, 17)	28	14	300.4	5,591.66	0	0					
	31 - Sewer - IN VILL 3" W/SEWER (18, 18)	1	0	3.6	49.56	0	0					
	33 - Sewer - IN VILL 4" W/SEWER (19, 19)	3	2	352.9	6,463.33	0	0					
	54 - Sewer - OUTSIDE RES SEWER (50, 50)	90	66	1159.2	29,515.27	0	0					
	57 - SPLIT SEWER BILLING (52, 52)	1	0	0	0.00	0	0					
	62 - O/S DRIFTWOOD COVE 52	1	1	94.5	3,276.00	0	0					
	63 - O/S DRIFTWOOD COVE 49	1	1	84.6	3,087.00	0	0					
	64 - O/S PECONIC LANDING 301	1	0	-29.18	-61,069.00	0	0					
	65 - O/S CLIFFSIDE CONDOS-SEWER	1	1	7	4,410.00	0	0					
	69 - Sewer NSF	2	0	0	0	0	0	70.00				
Sewer Total		1100	745	2086.3	54,155.25	0	0	70.00				
Water	5 - Water - Flat Charge	33	0	0	936.05	0	0					
	22 - RES VILL 3/4" W/SEWER (14, 14)	915	415	1900	18,288.68	0	0					-40.80
	24 - RES VILL 1" W/SEWER (15, 15)	32	9	230	1,258.70	0	0					
	26 - COMM VILL 1 1/2" W/SEWER (16, 16)	13	9	118	773.19	0	0					
	28 - COMM VILL 2" W/SEWER (17, 17)	30	24	331	2,246.58	0	0					
	30 - COMM VILL 3" W/SEWER (18, 18)	1	1	4	45.35	0	0					
	32 - COMM VILL 4" W/SEWER (19, 19)	3	1	408	1,971.81	0	0					
	46 - COMM VILLAGE 1 1/2" (42, 42)	1	1	0	45.35	0	0					
	47 - COMM VILLAGE 2" (43, 43)	7	6	57	456.86	0	0					
	48 - RES VILLAGE 3/4" (44, 44)	148	136	270	3,944.16	0	0					
	49 - RES VILLAGE SEWER ONLY (45, 45)	5	0	0	0.00	0	0					
	52 - FLAT-FIRE SPRINKLERS (49, 49)	33	0	0	0.00	0	0					
	53 - OUTSIDE RES SEWER (50, 50)	88	0	1288	0.00	0	0					
Water Total		1309	602	4606	29,966.73	0	0					
electric-small commercial	12 - Commercial (4, 4)	383	0	884252.8	99,375.83	0	0		23,582.41	3,516.74	9,326.57	
	16 - Operating Municipall (8, 8)	30	0	70847	7,953.52	0	0		1,887.45	281.74		
	17 - Water Department (9, 9)	2	0	0	24.86	0	0					
	18 - Sewer Department (10, 10)	8	0	16354	1,849.31	0	0		435.68	65.05		

EOM Billing Statistics Report

Rate Summary - All Routes

Service	Rate# - Description	Bills	Min. Bills	Usage	Charge	Usage	Demand	Contract	PCA	NYSCES	Comm Tax	Res Tax
	70 - NSF Fee	2	0	0	0	0	0	70.00				
	73 - Electric Power Plant	5	0	54508	0.00	0	0					
	79 - SMALL COMMERCIAL SOLAR	2	0	39000	4,197.96	0	0		1,039.00	155.11		
electric-small commercial Total		432	0	1064961.8	113,401.36	0	0	70.00	26,944.54	4,018.64	9,326.57	
Grand Total		4604	1347	2843087.675	380,755.32	936	10,998.01	599.98	74,151.84	11,061.00	10,098.25	5,065.18

EOM Billing Statistics Report

Rate Summary - All Routes

Service	Rate# - Description	Total
Electric	2 - Electric - Flat Charge	500.86
	9 - Residential (1, 1)	154,824.59
	10 - Water Heating (2, 2)	150.22
	11 - All Electric (3, 3)	58,247.85
	13 - Demand - Class 3 (5, 5)	31,413.16
	14 - Village St. Lighting (6, 6)	2,419.64
	15 - Town St. Lighting (7, 7)	76.93
	19 - Traffic Lights (11, 11)	69.63
	20 - Contract St. Lighting (12, 12)	0.00
	21 - Sierling Harbor (13, 13)	35.12
	67 - NSF Fee	-35.00
	77 - RESIDENTIAL SOLAR	1,168.51
	78 - CLASS 3 SOLAR	5,946.76
		254,818.27
	3 - Sewer -INSIDE Flat Charge	1,741.32
	23 - Sewer - IN VILL 3/4" W/SEWER (14, 14)	56,132.59
	25 - Sewer - IN VILL 1" W/SEWER (15, 15)	3,185.22
	27 - Sewer - IN VILL 1 1/2" W/SEWER (16, 16)	1,769.30
	29 - Sewer - IN VILL 2" W/SEWER (17, 17)	5,591.66
	31 - Sewer - IN VILL 3" W/SEWER (18, 18)	49.56
Sewer	33 - Sewer - IN VILL 4" W/SEWER (19, 19)	6,463.33
	54 - Sewer - OUTSIDE RES SEWER (50, 50)	29,518.27
	57 - SPLIT SEWER BILLING (52, 52)	0.00
	62 - O/S DRIFTWOOD COVE 52	3,276.00
	63 - O/S DRIFTWOOD COVE 49	3,087.00
	64 - O/S PECONIC LANDING 301	-61,069.00
	65 - O/S CLIFFSIDE CONDOS-SEWER	4,410.00
	69 - Sewer NSF	70.00
		54,225.25
	5 - Water - Flat Charge	936.05
	22 - RES VILL 3/4" W/SEWER (14, 14)	18,247.88
	24 - RES VILL 1" W/SEWER (15, 15)	1,258.70
	26 - COMM VILL 1 1/2" W/SEWER (16, 16)	773.19
	28 - COMM VILL 2" W/SEWER (17, 17)	2,246.58
	30 - COMM VILL 3" W/SEWER (18, 18)	45.35
	32 - COMM VILL 4" W/SEWER (19, 19)	1,971.81
	46 - COMM VILLAGE 1 1/2" (42, 42)	45.35
	47 - COMM VILLAGE 2" (43, 43)	456.86
	48 - RES VILLAGE 3/4" (44, 44)	3,944.16
	49 - RES VILLAGE SEWER ONLY (45, 45)	0.00
Water	52 - FLAT-FIRE SPRINKLERS (49, 49)	0.00
	53 - OUTSIDE RES SEWER (50, 50)	0.00
		29,925.93
	12 - Commercial (4, 4)	135,801.55
	16 - Operating Municipal (8, 8)	10,122.71
	17 - Water Department (9, 9)	24.86
	18 - Sewer Department (10, 10)	2,350.04

EOM Billing Statistics Report

Rate Summary - All Routes

<u>Service</u>	<u>Rate# - Description</u>	<u>Total</u>
	70 - NSF Fee	70.00
	73 - Electric Power Plant	0.00
	79 - SMALL COMMERCIAL SOLAR	5,391.97
electric-small commercial Total		153,761.13
Grand Total		492,730.58

Report Setup Information:

Report Design EOM Billing Statistics Report

Output Type Graphics

<u>Start Route</u>	<u>End Route</u>	<u>Start Date</u>	<u>End Date</u>
51	56	1/11/2025	2/12/2025
57	63	1/17/2025	2/19/2025
64	72	2/1/2025	2/26/2025
73	79	2/7/2025	3/3/2025
82	82	2/7/2025	3/3/2025
80	80	2/7/2025	3/3/2025
81	81	2/7/2025	3/3/2025

VILLAGE OF GREENPORT
Payment To 02/28/2025 Report

Date Prepared: 03/06/2025 12:05 PM
Report Date: 02/28/2025
Purpose Table: ALL

Grand Totals					Count	Payment Amt	Count	Refunds	Payment Total	Writeoff
BID	MT	111	51,695.24						51,695.24	
SEWER	MT	22	18,317.39						18,317.39	
VILLT		1,038	1,284,403.77						1,284,403.77	
WATER	MT	22	10,367.28						10,367.28	
Total PRINCIPAL			1,364,783.68						1,364,783.68	
PEN		73	9,024.60						9,024.60	
Total PENALTY			9,024.60						9,024.60	
Total			1,373,808.28						1,373,808.28	



236 THIRD STREET
GREENPORT, NY 11944

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

www.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

Submitted: March 13, 2025
Meeting: March 27, 2025, 5:00p.m.
Work Session Meeting
To: Mayor Kevin Stuessi
Board of Trustees
Prepared by: Candace Hall, *Village Clerk*
From: Candace Hall, *Village Clerk*

Village Clerk March 2025 Work Session Report

Announcements:

1. The required annual training for Village staff, attorneys and Board/Mayor has been scheduled.
2. Village Brush Pick-Up Schedule has been published on the Village website. The bi-weekly pick-ups will begin on April 8, 2025.
3. The Annual Village Budget Hearing will be held at the Old Schoolhouse on Thursday, April 10, 2025.
4. The Village Annual Organizational Meeting will be held on Thursday, April 24, 2025, at the Greenport Firehouse.

Resolutions:

- Resolution authorizing Village Clerk to go out for BID for previously surplus Village owned property (see attached list).
- Resolution for Board approval of the proposed Written Public Comment Submission Policy
- Resolution for Village Board approval of the proposed Standard Procurement Contract
- Resolution to approve Mayor Stuessi signing the proposed Parsons School of Design – Research and Design Agreement for the Village Camera Obscura.

Public Assembly Permit Applications Received:

- 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.

- 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.
- 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.
- RESOLUTION to approve the alcohol waiver for the Annual Pride Festival to be held on June 22, 2025 from noon-5:00PM. The parade and festival organizers would like to allow their vendors to serve alcohol during the festival portion of the event.
- RESOLUTION to approve the parade route and road closure for the Annual NOFO Pride Festival & Parade to be held on June 22, 2025.
- RESOLUTION approving Public Assembly Application received from USCG AUX 014-18-08 Southold Flotilla for an event 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.

Legal Notices:

1. Village Election Notices
2. Sample Ballot
3. Joint Meeting Notice
4. Tax Sale Notices
5. Public Hearing Notices

Attachments:

- Written Public Comment Submission Policy – DRAFT
- Surplus Items List
- Standard Clauses for Village of Greenport Contracts
- PARSONS Contract



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

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
2/27/2025	YES	02-2025-4	1998 Ford F-Series ALTEC ARIEL Truck
6/20/2024	YES	06-2024-28	1989 Chevrolet C70 SIMON-ELECTECT MODEL 40-42 Truck
11/27/2023	YES	11-2023-10	1988 GMC Top Kick - Dump Truck - 7H4
11/27/2023	YES	11-2023-10	2011 Dodge 2500 Pick up R25
11/27/2023	YES	11-2023-10	1995 GMC C7H DUMP
11/27/2023	NO DOCUMENTS FOUND	11-2023-10	CHIFFER WOOD TOWABLE TRAILER MODEL 986
11/27/2023	PREVIOUSLY IMPOUNDED - YEAR UNKNOWN	11-2023-10	30 FOOT SCRAPAB III POWER BOAT
ITEMS THAT NEED RESOLUTION:			Description
YES			2001 Ford Crown Victoria 4 door car
NO DOCUMENTS FOUND			Underwriters Laboratories Village Clerk Office Safe VOG 00245
	Vin #		
	2FAFP73W6YX119256		
	A3929B1		

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 extend 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, 17th 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: _____



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11944

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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

Submitted: April 14, 2025
Meeting: March 20, 2025 6:00 PM
Work Session Meeting
To: Mayor Kevin Stuessi
Board of Trustees
Prepared By: Jeanmarie Oddon, *Deputy Clerk*
From: Jeanmarie Oddon, *Deputy Clerk*

Trustee Brennan March 2025 Work Session Report

Attachments:

TRUSTEE BRENNAN WORK SESSION REPORT 3 20 2025 (PDF)
TRUSTEE BRENNAN WORK SESSION REPORT 3 27 2025 (PDF)

VILLAGE OF GREENPORT - WORK SESSION REPORT

TO: MAYOR STUESSI & TRUSTEES
FROM: TRUSTEE BRENNAN
DATE: 3/20/2025 (meeting postponed)

SUGGESTIONS FOR BOARD STATEMENT TO RESTORE THE PUBLIC'S TRUST

ACKNOWLEDGEMENT - 1

Acknowledge our Residents' justifiable concerns about the state of Village affairs, including:

- Bewilderment, disappointment, and anger
- Confusion over recent developments, lack of clarity
- Right to transparency and timely sharing of information
- Right to expect elected officials to conduct themselves with integrity

ACKNOWLEDGEMENT- 2

Acknowledge that their concerns (above) stem from failures of leadership, including:

- Conduct unbecoming of an elected official
- Conduct contravening the responsibility of a fiduciary
- Inadequate timely disclosure of important information
- Inability to distinguish between self-interest and public interest

PLEDGE

To work to restore the full faith & confidence of our residents. To reject a business-as-usual approach to Village matters. To champion the public's interest over self-interest.

NEXT STEPS

- Determine if Disclosure requirements were willfully ignored
- Determine if Ethics violations were committed (remedies)
- Re-assess Board member roles & responsibilities
- Prioritize comprehensive staffing of critical Village depts. (admin., building)
- Consider implementing Board member term limits

VILLAGE OF GREENPORT - WORK SESSION REPORT

TO: MAYOR STUESSI & TRUSTEES
FROM: TRUSTEE BRENNAN
DATE: 3/27/2025

BOARD DISCUSSION ON INDEBTEDNESS MATTERS

PREFACE

Deeply concerned about what has transpired over past few weeks, many months, and several years. Our residents' confidence, trust, and faith in our Board has hit a new low. I am embarrassed for myself, my board colleagues, and for the public.

I have only TWO priorities right now;

1. Restore the Public's trust in Village government.
2. Ensure that Village Hall is fully functional, fully staffed, and capable of meeting your needs.

All other initiatives are now a distant third priority. None of which will be successful unless the first two priorities are addressed. [STATEMENT]

TIMELINE (Check with Counsel)

March 11, 2025	Trustees (Dougherty-Johnson, Robins, myself) were informed by Mayor Stuessi via email that Trustee Phillips was significantly indebted to the Village.
March 12, 2025	Group phone call with Board & Counsel for <u>advice of Counsel</u> (Tr Phillips & Tr Robins absent)
March 18, 2025	Village Election
March 20, 2025	Joint Village/Town meeting canceled Board Work session canceled Group phone call with Board & Counsel for <u>advice of Counsel</u>
March 24, 2025	Private Board meeting with Counsel for <u>advice of Counsel</u>
March 27, 2025	Brings us to today, first Public meeting (Work session & Reg session)

ROLES & RESPONSIBILITIES in this DEBACLE (Check with Counsel)

Based on listening to & speaking with numerous people and carefully reviewing a substantial amount of Village financial records, Notices, & Payment Plan Agreements, it is my understanding that...

TREASURER - Adam Brautigam

- New to the job as of SPRING 2024 – Many challenges for Greenport
- Familiar with Utility billing, was quick to recognize and address the problem head-on. Notifying Tr Phillips with Disconnect Notices and executing multiple Payment Plan Agreements (all of which were subsequently Voided due to failure to pay)
- After trying for several months to resolve the matter (SUMMER 2024), he proved to be unable to compel Tr Phillips to catch-up on her many delinquent accounts.
- Unwilling to utilize an effective tool in his tool-box – Electrical Disconnect
- FALL 2024 – He turns the matter of significant arrears over to the Mayor and/or Counsel.
- Decided to not inform the Trustees of this significant impact on Village finances

WANTING TO DO THE RIGHT THING FOR THE VILLAGE... BUT COULDN'T MAKE IT HAPPEN. UNCLEAR TO ME WHY HE DID NOT INFORM THE TRUSTEES.

COUNSEL – Jared Kashau, Brian Stoler, and others

- Advises Mayor to let them handle the matter of Tr Phillips past-due accounts.
- Forgo the opportunity to use Electrical Disconnect to compel payment.
- Embark on a many-months negotiation with Tr Phillips
- Deciding to keep the matter mostly private (btwn Counsel, Mayor, & Tr Phillips)
- Incurring significant expense to effect collections. (approx. \$10k)
- Deciding to not inform the Trustees

WANTING TO REACH A SETTLEMENT... BUT COMPLETELY DISREGARDING THE TRUSTEES ROLE IN VILLAGE GOVERNANCE

MAYOR STUESSI

- Upon learning about the issue from Treasurer, turns the matter over to Counsel
- Forgo the opportunity to utilize Electrical Disconnect (no cost, effective)
- Incurring a significant legal expense for collections
- Decides not to inform the Trustees about the matter for 5 months, until
- Informing the Trustees 6 Days before the Election

I AM CONFOUNDED BY THE MAYOR'S POOR JUDGEMENT IN HANDLING THE MATTER AND CANNOT SEE THE TIMING OF THE RELEASE OF INFORMATION AS ANYTHING OTHER THAN POLITICAL. CONDUCT UNBECOMING A MAYOR & ADMIN.

TRUSTEE PHILLIPS

- Exhibited a troubling pattern of behavior, over several years
- Repeatedly ignoring or delaying personal financial obligations to the Village
- Taking advantage of position & title, for personal benefit
- Conduct unbecoming of an elected Official
 - Poor Judgement – Poor Leadership
 - A sense of Entitlement – favoritism & privilege, advantages sought & advantages given
 - Unwarranted Interference – Inappropriately involved in Village day-to-day operations
 - Exploitation – Using position as a decision maker with oversight of staff employment matters & compensation – influencing and perhaps intimidating staff, for personal benefit - accommodation
- Conduct disqualifying as a Fiduciary
 - A Fiduciary, with respect to financial matters, must place the public's interest above personal interest.
 - Exhibiting behavior in direct opposition to a Fiduciary responsibility.

I AM DEEPLY TROUBLED BY TRUSTEE PHILLIPS' CONDUCT AND FEEL THAT SHE HAS FAILED TO MEET HER RESPONSIBILITIES AS A TRUSTEE. I BELIEVE SHE HAS LOST THE ABILITY TO DISTINGUISH BETWEEN THE PUBLIC'S INTEREST AND HER SELF-INTEREST.