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

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Third Street Firehouse
February 23, 2023
7:00 P.M.

B E F O R E:

- GEORGE HUBBARD, JR. - MAYOR
- JACK MARTILOTTA - DEPUTY MAYOR/TRUSTEE
- PETER CLARKE - TRUSTEE
- MARY BESS PHILLIPS - TRUSTEE
- JULIA ROBINS - TRUSTEE

- JOSEPH PROKOP - VILLAGE ATTORNEY
- PAUL PALLAS - VILLAGE ADMINISTRATOR

1 (The Meeting was Called to Order at 7 p.m.)

2 MAYOR HUBBARD: Okay. I want to call the
3 meeting to order. Pledge to the Flag.

4 (Pledge of Allegiance)

5 MAYOR HUBBARD: Please remain standing for a
6 moment of silence for Christopher A. O'Brien,
7 Joann Elizabeth Tamin, John George Travlos, and
8 Annette Ray, Greenport's longtime crossing guard.

9 (Moment of Silence)

10 MAYOR HUBBARD: Thank you. You may be
11 seated, who has the seats. Okay. I've got a
12 couple of announcements first, and then we have
13 three public hearings, and then we'll get to the
14 public to address the Board.

15 Announcements: A Village General Election
16 will be held on March 21st, 2023 to fill the open
17 positions of the Mayor and two Trustees. Polling
18 will take place at the Third Street Firehouse --

19 AUDIENCE MEMBER: Woooo.

20 (Laughter from Audience)

21 TRUSTEE PHILLIPS: Hey, hey, wait a minute,
22 that's enough. That's enough. Let him read it.

23 MAYOR HUBBARD: Can I continue, please? And
24 polls will be open from 6 a.m. through 9 p.m.

25 Liquor License Application: New application

1 received from AE Menhaden, LLC and MJ Menhaden
2 Hotel Manager, LLC for the property at 207 Front
3 Street. Those are the two announcements.

4 We have a *public hearing regarding a proposed*
5 *Local Law of 2023 creating Section 150-51 of the*
6 *Greenport Village Code creating a six-month*
7 *moratorium on development in the WC Waterfront*
8 *Commercial, CR Retail Commercial and CG General*
9 *Commercial Zoning Districts of the Village of*
10 *Greenport remains open.*

11 We left this open last month. If anybody
12 would like to speak on the moratorium Local Law,
13 you're welcome to do that now. Name and address
14 from the podium for the record, and go ahead.

15 KEVIN STUESSI: Kevin Stuessi, 420 Clark
16 Street. I would encourage the Mayor and Trustees
17 to press forward expeditiously on the moratorium,
18 and make certain we are prepared for the County
19 meeting that is coming up, and insist on an
20 up-and-down vote. And, also, do not change the
21 stance on the language as drafted that it's for a
22 six-month period. This is important.

23 We need to finish the work of getting the
24 LWRP updated, and bring the community together in
25 the public hearings to talk about what needs to be

1 done with our Waterfront and our Commercial
2 District. Thank you.

3 TRUSTEE CLARKE: Thank you.

4 (Applause)

5 ANNE MURRAY: Good evening. I'm Anne Murray
6 from the North Fork Environmental Council, and I
7 would encourage you to keep forward with the
8 moratorium. And, also, emphasize that although the
9 Suffolk County Planning seem to be a bit negative
10 on the moratorium, you could still overrule them
11 with a super-majority of your vote. So please keep
12 that in mind, because it appears that the public
13 sentiment is very much in favor of a moratorium,
14 and it can be extended, by the way. Thank you.

15 TRUSTEE CLARKE: Thank you.

16 TRUSTEE PHILLIPS: Thank you.

17 (Applause)

18 DAVID GILMARTIN: Good evening. David
19 Gilmartin. I represent Harborfront and their
20 application for a site plan. We oppose the
21 moratorium.

22 A couple of questions we have tonight. One,
23 are you going to keep this meeting to remain open
24 to hear back from the Suffolk County Planning
25 Commission? If so, then I'll keep my comments

1 brief. And the second question I have is you've
2 had a temporary, what you call an administrative
3 moratorium in place since December 2nd. Does that
4 count against the six months that you propose in
5 this law?

6 MAYOR HUBBARD: The first one is yes, we're
7 going to keep the public hearing open, and go to
8 Suffolk County Planning, in case they make any
9 changes or anything comes back from them.

10 The second one is the six-month moratorium
11 would start when the law goes into effect.

12 DAVID GILMARTIN: Right. So the -- this
13 temporary moratorium that you have does not count
14 against it. So everybody that's been held up
15 for -- since December 2nd, that time will be used
16 against them accordingly, that's how this Board is
17 positioning it?

18 MAYOR HUBBARD: I think that's what everybody
19 had said when we talked about it.

20 ATTORNEY PROKOP: That's correct.

21 MAYOR HUBBARD: When the law passes, then the
22 six months starts, which is part of the law.

23 DAVID GILMARTIN: Right. And you're not
24 processing applications now. As you said to the
25 Commission, there's a temporary moratorium in

1 place, which I would say is illegal, but it's in
2 place and you're not processing applications.

3 MAYOR HUBBARD: Correct.

4 DAVID GILMARTIN: How fair is that?

5 MAYOR HUBBARD: Okay. Anybody else wish to
6 address the moratorium public hearing?

7 (No Response)

8 MAYOR HUBBARD: All right. I'll offer a
9 motion to keep the public hearing open until our
10 March meeting.

11 TRUSTEE MARTILOTTA: Second.

12 MAYOR HUBBARD: All in favor?

13 TRUSTEE CLARKE: Aye.

14 TRUSTEE ROBINS: Aye.

15 TRUSTEE MARTILOTTA: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 MAYOR HUBBARD: Aye.

18 Opposed?

19 (No Response)

20 MAYOR HUBBARD: Motion carried.

21 All right. *A public hearing regarding the*
22 *proposed addition of provisions regarding net*
23 *metering to the Village of Greenport electric*
24 *service tariff, and with any approved changes to be*
25 *filed with the State, New York State Power*

1 *Authority.*

2 Same thing, anybody wishes to address the net
3 metering, name and address for the record and
4 everybody can speak.

5 KEVIN STUESSI: Kevin Stuessi, 420 Clark
6 Street. I believe the language in the draft should
7 reflect moving off of a calendar date to do the
8 true-up to a fiscal year date. One of the
9 challenges is with the seasonality, there are
10 issues of people who are dealing with, you know,
11 power, and funding, and it would make it a lot
12 easier for people if you moved it to a fiscal date,
13 rather than the calendar date ending at the end of
14 the year. Thank you.

15 MAYOR HUBBARD: Okay.

16 BETH HASKELL: Beth Haskell, 59 Washington
17 Avenue. I am one of the solar homeowners, and one
18 of the people who wish to organize the group of
19 people. So I'm speaking for a number of people who
20 are solar producers.

21 We really do want the Village to go forward
22 with net metering. We'd just like a little change,
23 a few changes that make it a little more into the
24 benefit of both the Village and the people who are
25 producing electricity for the Village. Net

1 metering is fair to both. It allows people who
2 have solar to produce electricity during the
3 summertime, primarily when the Village needs the
4 extra electricity, and you are able to take our --
5 the electricity we're producing and resell it to
6 our neighbors for a resale price. In order for us
7 to get a fair benefit from that, we need to be able
8 to roll that credit from month to month, as it does
9 say in the -- in the tariff that you've published.

10 However, that tariff, as Kevin was just
11 mentioning, ends at the end of December 31st. And
12 what that causes is for us to lose by -- be bought
13 out at what is basically a wholesale price for any
14 credit that we have built up over the year. So it
15 is ideal for us to -- and also to encourage people
16 to use to provide solar to the Village, that is
17 more ideal to do it in an April time frame.

18 The other thing that we would like to
19 encourage, to make it more desirable for people to
20 put in solar, is to have the design output limit
21 increased to at least 110% of the last 12 months.
22 This is exactly what PSE&G is currently doing.
23 What that allows for is if someone who's a
24 homeowner, who hasn't perhaps made the investment
25 to convert to electricity for their heat or hot

1 water, and/or buy an electric car, those things
2 would both up -- increase their usage. We don't
3 want discourage those things, so it would be better
4 if you could -- we could raise that design limit to
5 110% to kind of take into account any addition
6 that -- as we all know, as we go forward in the
7 world, more people are going to be using more
8 electric, and solar is a great way for the Village
9 to look forward to not having to strain its own
10 infrastructure, but to have solar producers
11 throughout the Village.

12 With those changes, we were -- we'd be very
13 happy to see the net metering go forward. Thank you.

14 TRUSTEE CLARKE: Thank you.

15 (Applause)

16 WILLIAM SWISKEY: William Swiskey, 184 Fifth
17 Street. You're putting in place a tariff without a
18 rate structure. What would be the rate structure?
19 How would you buy back this electricity, at what
20 rate?

21 MAYOR HUBBARD: Paul. Yeah, go ahead, Paul.

22 ADMINISTRATOR PALLAS: It's spelled out in
23 the tariff that it's our -- the -- it's spelled out
24 in the tariff that it's essentially our cost of
25 electricity on the wholesale market, essentially.

1 WILLIAM SWISKEY: I didn't see that in there,
2 because that has to be more specific. Because if
3 you wind up paying just the avoided cost on which
4 you buy from the Niagara project, it's going to
5 cost the average person in the Village a lot less
6 money. If you buy it back at what's called the
7 avoided rate, which could be -- in the summer could
8 be very high, you might be paying back six, eight
9 cents a kilowatt to these people, and somebody has
10 to make that cost up. So I would urge you not to
11 pass this without a clear rate.

12 Plus, people talk about LIPA. Have you ever
13 seen a LIPA bill and the charge to the average
14 customer, because they say 1,000 kilowatts?
15 They're paying a substantial fee every month.
16 These are things to be considered.

17 But I wouldn't even consider passing this
18 tariff. I'd hold the public hearing open until you
19 came up with a firm rate structure. You're not
20 going to pay more than what the power cost you from
21 the Niagara project, which is about three-and-a-half
22 to four cents, depending. That's what I would do.
23 Thank you.

24 (Applause)

25 KEVIN BYRNE: Can I speak?

1 MAYOR HUBBARD: Yeah, go ahead.

2 KEVIN BYRNE: Hi. I'm Kevin Byrne, I'm with
3 Element Energy Systems. We're -- we've been
4 working together with local community people to
5 assist them in evaluating the net meter billing and
6 the project here in Greenport. We have a couple of
7 suggestions or ideas, comments about the program.

8 First of all, to echo what was said earlier,
9 the program does not provide for, you know,
10 consumption of a user beyond what they used in the
11 previous year. In other words, we cannot install a
12 system larger than the one that meets their
13 existing requirements over the past year. So this
14 totally ignores the growing need for electricity in
15 people's homes.

16 And just I would like to mention for
17 everybody that if you consider for a moment that
18 renewable energy is the future, and that's what we
19 want to do, we want to preserve and protect our
20 planet, we want to provide adequate energy supplies
21 for our ongoing needs, the cons -- the renewable
22 energy comes from three sources, basically, that's
23 hydropower, solar power and wind power. The only
24 way any of this power can be delivered to your home
25 is by electricity. So if we want to get ourselves

1 off of our, you know, fossil fuel diet and move
2 toward renewable energy, we have to provide an
3 infrastructure going forward that supports
4 replacing those energy components with electricity.
5 And by limiting the use or the provision in the --
6 in the proposal to allow only as much solar energy
7 as you've used in the past doesn't address that
8 issue at all.

9 The second concern that we have with the
10 proposal is that it does not take into
11 consideration the production efficiency of the
12 system, and it only takes into consideration the
13 size of the system. And the size of the system and
14 the production of the system vary very widely,
15 depending upon the effectiveness in the roof, and
16 depending upon the installation, and even the type
17 of equipment that's installed.

18 So I think it's important to recognize these
19 things, particularly, to echo again what was said
20 earlier, that if you're only going to allow someone
21 to cover 100% of what they used last year, they're
22 not going to be able to cover their electric car,
23 they're not going to be able to convert their old
24 oil burner into an efficient, you know, electric
25 heat pump system, they're not going to be able to

1 do a lot of things that are going to be necessary
2 moving forward.

3 So I would urge you to reevaluate that
4 policy. I also think you need to reevaluate the
5 policy that restricts the total amount of energy
6 that can be installed in the Village to, I believe
7 it's 125 megawatts or 125,000 kilowatts. At an
8 average of 10 to 12 kilowatt -- thousand kilowatt
9 hours a year per home, this means that, basically,
10 for all of the entire Village of Greenport, you're
11 going to allow net metered billing for
12 approximately 20 to 25 homes, and no more than
13 that, then you're going to cut off the program.
14 Thank you.

15 (Applause)

16 MAYOR HUBBARD: You got all that, Paul?

17 ADMINISTRATOR PALLAS: Yeah.

18 MAYOR HUBBARD: Okay.

19 PAT MUNDUS: Hi there. Pat Mundus,
20 182 Sterling Street. I'm also one of the early
21 adopters. I have a 10 kilowatt system on my house.
22 And I just wanted to -- I was wondering if you
23 could clarify again, in the proposal that its
24 now -- that the early adopters, who already have
25 their systems, are going to be grandfathered?

1 Because we did all go through the permitting
2 process, building permits and electrical analysis
3 of that.

4 And the other thing that I'm concerned with
5 is the 30%. Is it true that in the summertime we
6 purchase 30% more power that's outside and above
7 the --

8 MAYOR HUBBARD: Yeah.

9 PAT MUNDUS: -- the power rate that we get
10 from Niagara Falls?

11 MAYOR HUBBARD: Is it 30%.

12 ADMINISTRATOR PALLAS: Yeah. I think it
13 would vary, but it could be as high as that.

14 MAYOR HUBBARD: Right. That's with
15 air conditionings, everything else running and all,
16 there is more power usage then --

17 PAT MUNDUS: Right.

18 MAYOR HUBBARD: -- than during that.

19 PAT MUNDUS: So the -- the solar owners are
20 really contributing at the greatest need of
21 Greenport, that's when we're overproducing, and my
22 house produces in the summertime probably four
23 times the amount of power that I consume.

24 But I also wanted to say thank you for being
25 so quick and so prompt to try to develop this

1 policy. And now that we all do have the proper
2 meters, we have real data going forward. So I
3 would encourage, you know, from the time those new
4 meters went on, to really take a look at these
5 early adopters, because they are going to dispel a
6 lot of myths about how we don't need it, and how
7 we're all idealists, and all that, because it's
8 staggering. Just on your telephone, you can see
9 how efficient your roof is working for you.

10 I also have a 10,000 kilowatt battery in the
11 cellar. So when the power goes down, I don't have
12 to go to the next door neighbor's house with a
13 generator to put stuff in the freezer. There's a
14 lot of people who are going to be better equipped
15 for emergencies, also.

16 So there are a lot of solid facts that I
17 think are going to come out by analyzing the meters
18 from this time, for a year, maybe, whatever it is.
19 So thank you for getting on them (laughter).

20 TRUSTEE CLARKE: Thank you.

21 (Applause)

22 FRAZER DOUGHERTY: I'd like to speak. My
23 name is Frazer Dougherty, 1560 Willow Drive,
24 East Marion. I was the first net metered system in
25 the State of New York, which was at 511 Carpenter

1 Street.

2 (Applause)

3 FRAZER DOUGHERTY: Then dismantled, so you
4 guys are down three-and-a-half kW.

5 (Laughter)

6 FRAZER DOUGHERTY: But I would propose that
7 the Village lean much more heavily pro solar
8 electric than against. It is the wave of the
9 future. You're not going to see, you know, the
10 combustion machine happen so much anymore.

11 I have a couple of questions. Greenport is
12 now a summer peeker?

13 MAYOR HUBBARD: No.

14 FRAZER DOUGHERTY: No. So a winter peeker?

15 MAYOR HUBBARD: No. We only run our engines
16 when they're needed or called upon.

17 ADMINISTRATOR PALLAS: No, I think -- I
18 think -- if I may, Mr. Mayor.

19 MAYOR HUBBARD: Go ahead.

20 ADMINISTRATOR PALLAS: The question is how --
21 when is our use the highest?

22 FRAZER DOUGHERTY: No. Your highest use
23 of -- your demand is in the summer or winter?

24 ADMINISTRATOR PALLAS: Correct.

25 FRAZER DOUGHERTY: What? Correct what?

1 ADMINISTRATOR PALLAS: Yes. It's in the
2 summer, yes.

3 FRAZER DOUGHERTY: In the summer, okay. It
4 used to be -- when I moved here in 1980, it was
5 reversed. So more and more electricity has been
6 used in the, whatever, 40 years since I moved here.
7 So that probably -- let's assume that is now --
8 that doubles again and again, you're going to
9 have -- you're going to buy -- be buying expansion
10 summertime electricity for quite a while into the
11 future, which means why not expand your solar,
12 electric, or your bio. There's several other ways
13 of making -- making electricity.

14 I also -- you have a limit of 150 kW on your
15 next generation? That's -- at 25 kilowatts, that's
16 only six customers. I mean, is it you're really
17 looking -- is that what you're looking at, you
18 guys? Yes?

19 MAYOR HUBBARD: For the time being right now,
20 yes. We're putting a limit on it, because we also
21 sell electricity, and we want to go and start the
22 program, get it working, and see where we go from
23 there.

24 FRAZER DOUGHERTY: And then you'll have
25 another hearing when you need difference, you need

1 more?

2 MAYOR HUBBARD: If we need to change the
3 tariff, yes, we would.

4 FRAZER DOUGHERTY: So do you have a time
5 limit on this? I don't have it front me.

6 MAYOR HUBBARD: No. We're really just trying
7 to get the program started, because it's something
8 we had never offered before, so we're doing it.

9 FRAZER DOUGHERTY: Okay. And the other thing
10 I would recommend is that you pay, you know, per
11 kilowatt made. If it's an 80 cents kilowatt hour,
12 then you pay the 80 cents. I don't know what your
13 max kilowatt-hour is in the summer. Do you have
14 that figure?

15 ADMINISTRATOR PALLAS: It --

16 MAYOR HUBBARD: No.

17 ADMINISTRATOR PALLAS: Would vary too greatly
18 for me to give a number.

19 FRAZER DOUGHERTY: I know it varies.
20 What's -- but there's a top and a bottom. What's
21 the top?

22 ADMINISTRATOR PALLAS: It can be as high as
23 14 cents, it can be as low as 10 cents, to
24 whatever.

25 FRAZER DOUGHERTY: Is fourteen cents is the max?

1 ADMINISTRATOR PALLAS: Yeah. Well, again, I
2 wasn't prepared to answer that question. I'd have
3 to review all the documents, but that -- yes.

4 FRAZER DOUGHERTY: Okay. All right. Okay.
5 So good luck, all you guys with the solar system.
6 All right?

7 (Laughter and Applause)

8 FRAZER DOUGHERTY: Thank you.

9 MAYOR HUBBARD: Okay. Anybody else wish to
10 address the public hearing on the electric tariff?

11 (No Response)

12 MAYOR HUBBARD: Nope. Okay.

13 TRUSTEE CLARKE: Are there any letters? Are
14 you prepared with any letters on this public
15 hearing?

16 MAYOR HUBBARD: Do we have letters for the --

17 ADMINISTRATOR PALLAS: None that -- we
18 received some, but none that asked to be read into
19 the record, as I recall. I thought they were just
20 simply letters. I didn't -- I didn't --

21 LILY DOUGHERTY-JOHNSON: I think Lawrence
22 Heit did request to be.

23 TRUSTEE PHILLIPS: Hold on a second.

24 TRUSTEE CLARKE: I have -- I have one.

25 TRUSTEE PHILLIPS: Is it --

1 MAYOR HUBBARD: Okay. Go ahead, read it.

2 TRUSTEE CLARKE: I would just offer this
3 comment. This is from Melissa Wells and Mark
4 Moffett at 155 Sterling. "Just asking if we could
5 update the language in the section called Customer
6 Credit, to put a per-customer cap on the money
7 credit that each household would receive. What is
8 to prevent the Village from having to pay
9 unreasonable money credits year over year,
10 depleting funds? What is in place to ensure that
11 the expansion of a residential solar power program
12 will cost the Village less and not more? The
13 current wording leaves it open-ended, and it
14 appears to make a specific assumption, which is not
15 stated. I request that the proposed addition of
16 provisions regarding net metering be updated to
17 address the above points. Thank you very much."

18 TRUSTEE PHILLIPS: Mr. Mayor, there is
19 another one from a Lawrence -- I'm sorry -- Heit,
20 H-E-I-T, that asked to be read in the record.
21 Would you like me to read it, because I have it
22 here.

23 MAYOR HUBBARD: Okay, go ahead. If you have
24 it, yes.

25 TRUSTEE PHILLIPS: Okay. "I first requested

1 a change to the electric billing system for the
2 customers of Greenport Power with solar panels in
3 April of 2021. Since that time, several additional
4 solar systems have been installed by customers of
5 Greenport Power. I think it is a sign of good
6 governance that the Trustees saw the need for a
7 revision to the current system and allocated
8 resources to develop and approve a new policy
9 addressing renewable energy producers within the
10 Village grid system.

11 The proposed system, however, has omissions
12 and limitations that create confusion and two
13 classes of customers. The first is the limit on
14 the total power generated by customers to
15 150 kilowatt. I assume, based on previous
16 discussions at the Trustees meetings, that this is
17 to ensure that Greenport Utilities purchases at
18 least the minimum contractual energy for their
19 electricity suppliers.

20 As the power requirements grow due to new
21 construction and the changes to more environmentally
22 friendly power usage, i.e., electric cars, heat
23 pumps to replace gas or oil burners,
24 electric/inductive stoves to replace gas stoves,
25 etcetera, the limit, if necessary, should be tied

1 to the actual amount of power that is purchased by
2 the Village above the required minimum purchase.

3 Then the question begins what happens after
4 the limit is reached? Does the Village ban future
5 clean energy generation by its customers, or do
6 they just not get paid for the excess power they
7 supply to the Village? Does Greenport want to be
8 known as a waterfront community that bans future
9 renewable energy generation?

10 If customers are allowed to install renewable
11 energy beyond the 150 kilowatt limit, then how are
12 they metered and charged? Do they revert to the
13 current system that takes any excess power
14 generated by a customer in a month without
15 compensation, but charges them for any power that
16 they need the next month without any credit for
17 their previous month's donation? These policies
18 need to be defined.

19 A second limitation is the statement that the
20 generation capacity cannot exceed the customer's
21 previous 12-month usage. What does that mean for a
22 new home that has no 12-month history? It also
23 would prevent a homeowner from putting in a solar
24 system to match their future needs, such as the
25 purchase of an electric car, which would add

1 roughly 3,000 kilowatt hour per year, assuming
2 10,000 miles a year, or a new heat pump system,
3 which will add 6,500 kilowatts/year, assuming the
4 equivalent of 500 gallons heating oil used per
5 year.

6 I strongly recommend revising the proposal to
7 modify the current proposal to allow customers to
8 install energy generation for their future needs,
9 define the total limit of generation to a number
10 based on the actual requirements of the Greenport
11 Grid system, and define what happens when the limit
12 is reached."

13 MAYOR HUBBARD: Okay, thank you. Okay. Any
14 other discussion on the public hearing?

15 (No Response)

16 MAYOR HUBBARD: All right. I'll offer a
17 motion to keep open the public hearing. We'll
18 review the comments and everything else and come
19 back next month with a revised tariff. So moved.

20 TRUSTEE PHILLIPS: Second.

21 MAYOR HUBBARD: All in favor?

22 TRUSTEE CLARKE: Aye.

23 TRUSTEE ROBINS: Aye.

24 TRUSTEE MARTILOTTA: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 MAYOR HUBBARD: Aye.

2 Opposed?

3 (No Response)

4 MAYOR HUBBARD: Motion carried.

5 All right. *A public hearing regarding the*
6 *application of Sofia Antoniadis and Michael*
7 *Antoniadis and On Front Street LLC regarding the*
8 *property 308 Front Street, Greenport, New York,*
9 *11944 for a hardship exemption from the*
10 *precision -- provisions on the moratorium adopted*
11 *by the Village of Greenport Board of Trustees.*

12 Okay. This is the first one we've done of
13 these, we have not had one of these before. We're
14 going to open it up to anybody from the public that
15 wishes to address the Board, and then we will have
16 discussion on what they're proposing for the
17 exemption. Any discussions?

18 RANDY WADE: Randy Wade, Sixth Street. I
19 support this application, and it's actually because
20 it would be a hardship on me if they didn't get to
21 open. They happen to provide a health service that
22 is not offered in the Village, and so I now have to
23 go to another town. So I hope this gets passed.

24 Thank you.

25 (Applause)

1 MAYOR HUBBARD: Anybody else wish to address
2 the -- yeah.

3 TONY SPIRIDAKIS: Tony Spiridakis,
4 178 Sterling Street. I just think this is an
5 example of like the commonsense part of the
6 moratorium, that, you know, these kinds of things,
7 which have hardship, which have a service to the
8 community, which are not, you know, big -- bigger
9 projects. I don't want to get into the commercial
10 aspect of it, I'm not a lawyer, but it just seems
11 like to exhibit the commonsense part of it, so that
12 you guys can allow that, it makes sense, which is
13 why I'm for it.

14 (Applause)

15 MAYOR HUBBARD: Anybody else wish to address
16 the Board on this topic?

17 (No Response)

18 MAYOR HUBBARD: Okay. I'll offer a motion to
19 close the public hearing. We'll have a discussion
20 on it, bring it up for a vote next month.

21 TRUSTEE MARTILOTTA: Second.

22 MAYOR HUBBARD: All in favor?

23 TRUSTEE CLARKE: Aye.

24 TRUSTEE ROBINS: Aye.

25 TRUSTEE MARTILOTTA: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 MAYOR HUBBARD: Aye.

3 Opposed?

4 (No Response)

5 MAYOR HUBBARD: Motion carried.

6 Okay. Village Administrator Pallas has
7 several letters that we received on topics from the
8 agenda and other things, he's going to read those
9 into the record.

10 ADMINISTRATOR PALLAS: Thank you, Mr. Mayor.
11 The first is addressed to Honorable Mayor George
12 Hubbard, Honorable Jack Martilotta, Deputy Mayor
13 and Trustee, Honorable Peter Clark, Trustee,
14 Honorable Mary Bess Phillips, Trustee, Honorable
15 Julia Robins, Trustee.

16 A couple of these are rather lengthy, so bear
17 with me.

18 "Ladies and Gentlemen: I understand that one
19 of the items on the agenda for the February 23rd,
20 2023 Greenport Village Board of Trustees meeting
21 will be a resolution requesting approval of a
22 Sanitary Sewage Agreement between The Village of
23 Greenport and 160 Route 25 Medical LLC.

24 I further understand that on January 13th,
25 2023, the Town of Southold Planning Board sent a

1 memorandum to the Village of Greenport requesting
2 comments in respect of the Town of Southold
3 Planning Board's consideration of a proposed development,
4 consisting of Greenport Medical Offices and
5 Apartments, to be located at 160 New York State
6 Route 25, Greenport (which project is the same
7 develop) -- (same development project that would be
8 the counterparty to the aforementioned Sanitary
9 Sewage Agreement).

10 I am writing today to respectfully request
11 that the Board of Trustees continue to postpone the
12 negotiations and consideration of a Sanitary Sewage
13 Agreement with 160 Route 25 Medical LLC until such
14 time as the Town of Southold Planning Board has
15 made a final determination with respect to the
16 proposed development.

17 In the first instance, as far as I can tell,
18 based on a review of the Village's website, the
19 Village has not provided a draft of the proposed
20 Sanitary Sewage Agreement for the public to review.
21 So, at this time, it is difficult to comment on the
22 terms of the proposed agreement.

23 Moreover, it is difficult to understand how
24 the Village can be entering into an agreement to
25 provide sewage services with a project that as of

1 now is still uncertain in terms of size, nature,
2 etcetera, and, therefore, implicitly usage of the
3 Village's sewer system.

4 I do not believe it is appropriate for the
5 Village to provide assurances of services to a
6 project that is as of yet not approved by the
7 Lead Agency for SEQRA purposes, and respectfully
8 request that the Village defer decision on the
9 proposed contract until such time as the project
10 has received final approval from the Town of
11 Southold, and the Village has a firm understanding
12 of what the final nature of the proposed
13 development, and can consider this in entering into
14 an agreement to provide sewage capacity.

15 In addition, I believe as a more general
16 matter, the Village does have an interest in
17 projects like the one proposed to be constructed at
18 160 New York State Route 25, Greenport, and believe
19 that the Village should be proactively seeking
20 input from the Village community in terms of
21 support and/or concern in respect of projects that
22 will have a direct impact on the Village, but lie
23 outside of the Village boundaries.

24 I believe that" -- "I believe that the Board
25 of Trustees and Village Administration owe a duty

1 to the residents of the Village to provide input to
2 the Town of Southold in respect of developments
3 that border the Village, including suggestions in
4 terms of character and nature of such developments,
5 to ensure that they will be harmonious and not
6 overly disruptive to the Village.

7 In the case of 160 Route 25 Medical LLC,
8 there are a number of issues that deserve
9 consideration, including the area's desperate need
10 for affordable housing, potential impacts on
11 traffic in and out of the Village, impacts on the
12 character and perception of the Village based on
13 the final architectural/landscaping approved,
14 and nature of businesses included as part of the
15 project.

16 At the outset, I would like to state that I
17 am strongly supportive" -- "I am strong supportive
18 of the construction of affordable housing, but am
19 concerned about the proposed size of the apartments
20 to be part of 160 Route 25 Medical LLC. As I
21 understand" -- "as I understand it, the size will
22 range from 350 square feet to 500 square feet.
23 The 'affordable units' included at 123 Sterling
24 were 650 square feet, and that was considered on
25 the small side.

1 It is not clear who the intended constituency
2 is for the affordable apartments proposed to be
3 part of the 160 Route 25 Medical LLC project, but
4 the size would not appear to be conducive to
5 providing houses for families, which is one of the
6 largest underserved constituencies in need of
7 affordable housing on the North Fork. Wouldn't it
8 be preferable to consider the development of
9 affordable single family homes or townhouses in
10 this area, which would provide some real options to
11 families being forced to move out of the North Fork
12 because of a lack of affordable housing?

13 I would also note that the 6 'affordable'
14 units included in the developer's 123 Sterling
15 project remain empty well over a year after it was
16 completed. This doesn't give a lot of comfort with
17 respect to the developer's true commitment to
18 providing affordable units to the community.

19 I would also note that the traffic in and out
20 of the Village at that intersection is horrendous
21 during the summer months. There have been numerous
22 accidents at that intersection, and most people
23 that live in the Village know to avoid exiting the
24 Village through that intersection at busy times.
25 The Village should ensure that the Town of Southold

1 is taking a very close look at the traffic and
2 safety impacts of the proposed project, and
3 ensuring that it will not further aggravate the
4 safety situation at that intersection.

5 In summary, it seems to me the Village
6 community has a real interest in the aesthetic and
7 nature of any development at the corner of Main and
8 Route 25, and I would hope that the Trustees would
9 ensure that they solicit community input and
10 provide comment to the Town of Southold Planning
11 Board as requested in the January 13th memo.

12 Moreover, I also hope that the Village will
13 ensure that the terms of any agreement that may
14 ultimately be entered into with the developer of
15 the project, pursuant to which the Village might
16 agree to provide sewage, will ensure that all
17 capital costs associated with the extension and
18 operation/maintenance of the sewage system be for
19 the account of the project, and that any change in
20 the nature of the project from that approved by the
21 Town of Southold would require re-approval by the
22 Village in respect of sewer service.

23 Thank you as always for your consideration.
24 I respectfully request that this letter be read
25 into the public record at the Trustees meeting at

1 the appropriate time for the public to address the
2 Board.

3 Best regards, Tricia. Tricia Hammes,
4 603 Main Street, Greenport, New York 11944"

5 (Applause)

6 ADMINISTRATOR PALLAS: The next, the next
7 letter was sent to us by Carol Lindley, who is
8 sending it on behalf of Paul Henry, to read, and
9 has requested us to read that letter into the
10 record. It starts out:

11 "On Thursday, Feb 23rd, at 7 p.m., there will
12 be a very important meeting at the Village of
13 Greenport Firehouse to decide if the Village will
14 commit to giving sewage capacity to a so-called
15 affordable housing project outside the village
16 boundary.

17 Letter to the Greenport Village Board: In
18 support of affordable housing.

19 In regard to the Village of Greenport
20 granting sewage access to Paul Pawlowski's so-
21 called affordable housing project at the southeast
22 corner of Main Street and the North Road.

23 Despite Mr. Pawlowski's claim, there is
24 nothing here that is consistent with our community
25 or its character. On the contrary, this mixed-use,

1 high-density project is unique and inconsistent
2 with anything else in the Village or Town. So
3 tired of hearing developers pitch their projects as
4 if they were some sort of saint, here to serve the
5 community, come to save the day.

6 For the record, I am in favor of affordable
7 housing on this property and support such. I am
8 against the mixed usage and density of this
9 project. In fact, it's so dense that the developer
10 needs the Village sewer system in order to be
11 approved by the Board of Health. Lose the
12 commercial mixed use, maintain a reasonable density
13 and a decent living area and I will stand behind
14 affordable housing on this site.

15 I have heard references to this being a
16 solution for our seasonal work force housing needs.
17 Is transient housing really what" -- "Is transient
18 housing really what we want or think of when we
19 hear affordable housing?

20 The allure of affordable housing is
21 formidable. Just because one calls their project
22 'affordable housing' does not make it so. It has
23 become all too common for developers to throw the
24 magic words 'affordable housing' into the mix, just
25 like Abracadabra, Alakazam, or, more likely,

1 Hocus Pocus.

2 (Laughter)

3 This project is neither affordable nor decent
4 'housing'. A 350 square foot unit is the size of a
5 motel room, 450 square feet, a big motel room."

6 (Laughter)

7 ADMINISTRATOR PALLAS: "The developer
8 recently stated at a Town meeting that the rents
9 would start around \$1,500, presumably, that's for
10 the 350 square foot units. In addition, it's no
11 small" -- "it's no small matter that this project
12 will be adjacent to the worst traffic intersection
13 on the North Fork.

14 The pending one-lane traffic circle at the
15 corner is certain to slow down the long lines of
16 ferry traffic and back up" -- "and back up the
17 northbound traffic on Main Street trying to get
18 into the circle, which will clearly block the exit
19 and entrance to this project. In fact, there are
20 usually lines to get through that intersection
21 already, which are backed up past the proposed
22 entrance.

23 The DOT traffic circle project was studied
24 without knowledge and consideration for this
25 project. Therefore, a new extensive, detailed, and

1 un-biased traffic study is in order and should be
2 required before the Village makes this project
3 possible, yet the developer refuses to do a real
4 traffic study. Their so called 'study' was taken
5 from the DOT study that was done prior to any
6 knowledge of this project.

7 Why would the Village be in such a hurry to
8 give away valuable sewage capacity resources to
9 Mr. Pawlowski, who has a track record with the
10 Village of renegeing on things? How many times did
11 he promise things and then change his mind? Not
12 only did he build an atrocity that he was unwilling
13 to modify unless the Village let him bypass the
14 normal required planning and zoning process, but
15 there is still no affordable housing there today.

16 This developer has a history of changing his
17 mind and not doing what he says. Please note that
18 at 123 Sterling Street, Greenport (the last project
19 this developer built), the final approval was
20 contingent on five affordable housing units, which
21 are yet to materialize, despite completion of
22 construction almost two years ago. Pawlowski was
23 able to manipulate the affordable housing
24 requirement so that he got to choose the occupants,
25 and they could sell at market rates two years after

1 purchase. Is he really an affordable housing type
2 of guy?"

3 (Laughter)

4 ADMINISTRATOR PALLAS: "He also originally
5 agreed to allow public access to the waterfront,
6 which gained him concessions and support. But in
7 the end, he just changed his mind. By the way, he
8 also claimed at a Village meeting I attended that
9 the 123 Sterling project would be in character with
10 the neighborhood and fit in. Please drive by if
11 you're not familiar with it."

12 (Laughter)

13 ADMINISTRATOR PALLAS: "If Mr. Pawlowski is
14 really willing to commit to medical space, what
15 will that mean for our local hospital, which is
16 already struggling? Bringing in more medical
17 offices, which compete with our hospital, could be
18 the nails in the coffin for our local hospital.

19 The existing zoning will allow for other uses
20 that no doubt will be coming into play. If
21 Mr. Pawlowski chooses to sell his project, what
22 will the next owners envision in response to
23 vacancy and maximizing profits?

24 And what about the sewage capacity? We are
25 required to supply sewage to any and all in the

1 Village. Do we really know what capacity we will
2 need going forward, as a result of all the
3 committees working on future zoning? What will our
4 costs be for any increased flow and future
5 maintenance of the pipes that the Village will be
6 responsible for?

7 Recently, New York State has put forth an
8 affordable housing initiative that will require the
9 Village to produce affordable housing within a zone
10 in proximity to our train station. As it reads, if
11 the initiative is not complied with, the State can
12 supersede zoning authority and grant permits within
13 the Village to build affordable housing complexes.
14 Whether this will really fly or not needs to be
15 sorted out before the Village commits valuable
16 sewage" -- excuse me -- "resources outside the
17 Village boundaries.

18 I have no problem with building affordable
19 housing on this site. It would be very desirable
20 and appropriate, we need it. What we don't need is
21 mixed-use, over dense, transient housing complexes
22 driven by developers maximizing profits. I could
23 easily get behind affordable housing on this site
24 if done in consideration for the neighborhood,
25 community, and especially the recipients who will

1 be living here. Something to be proud of.

2 This corner is not the backyard of NIMBYism.
3 It's the front yard, the corridor to the Village of
4 Greenport and Orient. Allowing Mr. Pawlowski to
5 build a mixed-use, three-building complex, with
6 15,000 square feet of commercial space, packing in
7 30 units above, some of which will be 350 square
8 feet, is a misguided attempt to address our
9 affordable housing crisis.

10 There is an election coming up. Enabling
11 Mr. Pawlowski to build this complex by granting him
12 a hookup to Greenport sewage without any
13 concessions or modifications, with the interests of
14 Village residents in mind, would be an insult to
15 everyone in the Village, leaving those who rushed
16 into this the legacy of being responsible for
17 whatever results.

18 If this project is going to be dependent on
19 Village resources, then the Village should have
20 some influence in what comes forth. We are not
21 obligated to allow this. It makes sense for us to
22 have a say.

23 If affordable housing is really the priority,
24 then let's slow down and consider what is best for
25 everyone in the community, something that makes

1 sense for everybody, especially those who will end
2 up living there. Thank You. Paul Henry,
3 145 Sterling Street, Greenport, New York.

4 (Applause)

5 ADMINISTRATOR PALLAS: The next letter is
6 dated February 22nd, 2023.

7 "To: Greenport Village Board. It is
8 premature and irresponsible to approve the sewage
9 hookup of the 160 Route 25 Medical LLC project
10 before it has been finalized and accurate estimates
11 of discharge from the development are determined.
12 It has already been acknowledged that there are
13 inconsistencies in the developer's own estimates in
14 what this amount might be. Until that value is
15 determined with a higher degree of confidence, the
16 burden it will have on Greenport's" -- "on the
17 Greenport plant is unknown, creating a possible
18 risk to the plant exceed its capacity during storm
19 events when raw sewage could be pushed into
20 surrounding water.

21 The universally acknowledged ever-increasing
22 risk of severe and intense rainfall underscores the
23 need for more accurate numbers of what the proposal
24 will add. Should it be exceeded, water quality may
25 suffer, and along with that, Greenport's

1 reputation. The last thing taxpayers of Greenport
2 want is reduced water quality and an increase in
3 taxes to cover the needed upgrades to handle higher
4 flows that a premature approval would risk.

5 Please be patient and don't rush this
6 through; it is neither good government nor sound
7 practice. Any rational person or committee will
8 want" -- "will want to wait until a proposal has
9 been finalized and accurate numbers are determined.
10 It is completely reasonable to ask for this.

11 Respectfully, Chris McGlinchey, 735 Champlin
12 Place, Greenport, New York."

13 (Applause)

14 ADMINISTRATOR PALLAS: And the last one,
15 dated February 22nd, 2023.

16 "To: Members of the Greenport Village Board.

17 I oppose the approval of sewer resolution
18 authored by Mayor Hubbard. Until the proposed
19 development is thoroughly defined, it makes no
20 logical sense to preemptively approve sewer access.

21 For the record, I am not opposed to
22 affordable housing on this site, as long as it is
23 truly affordable, and adequate size for couples and
24 young families. The recent site plans for the
25 affordable apartments do not check those boxes, so

1 they are 'affordable housing' in name only, and a
2 thinly veiled tactic to push this development
3 through." Signed, Cheryl Horsfall, 295 Bailey
4 Avenue, Greenport, New York.

5 (Applause)

6 MAYOR HUBBARD: Okay. Thank you for reading
7 that. Okay. The Village Attorney has something
8 he'd like to say.

9 ATTORNEY PROKOP: Thank you. I've been asked
10 to read a brief statement regarding one of the
11 matters that's pending in the Village.

12 All actions -- I'd like to state to the Board
13 that all actions taken by the Village in the matter
14 of the 2023 Village election were done based on the
15 relevant provisions of the New York State Law and
16 within the constraints and mandates of those
17 provisions. Those actions were also taken after
18 receiving advice and guidance from two New York
19 Statewide recognized election law experts, as well
20 as the Legal Counsel from the support organization
21 of the New York Council of Mayors, that council
22 that specializes in New York State election law.

23 Subsequent to the actions that were taken,
24 the particular counsel -- the two counsel that I --
25 that I mentioned reviewed all actions taken after

1 they -- after this period of time and those
2 actions, and have confirmed an opinion that all
3 actions were taken were the proper actions, and
4 that the actions that were required to be taken at
5 the time.

6 (Outburst From Audience)

7 MAYOR HUBBARD: All right. Public to address
8 the Board will be coming up in a minute,
9 Mr. Swiskey.

10 WILLIAM SWISKEY: No, the public hearing.

11 AUDIENCE MEMBER: Yeah.

12 AUDIENCE MEMBER: Yes.

13 WILLIAM SWISKEY: I'd like to speak on the
14 public hearing on the sewer.

15 AUDIENCE MEMBER: Yeah. What happened to
16 that?

17 WILLIAM SWISKEY: You blew by that.

18 MAYOR HUBBARD: Public hearing, there is no
19 public hearing on the sewer.

20 AUDIENCE MEMBER: There is a vote without a
21 public hearing.

22 AUDIENCE MEMBER: It's a resolution.

23 MAYOR HUBBARD: No. Those were people that
24 were not able to be here. There's a motion on the
25 agenda about the sewer hookup. They were

1 commenting on that, because they're not here. So
2 that's why the Village Administrator --

3 AUDIENCE MEMBER: What?

4 AUDIENCE MEMBER: What? What about the
5 public hearing?

6 AUDIENCE MEMBER: There's a public hearing
7 about the property on the corner of Main and
8 Route 25. That's why people are here, they want to
9 be heard.

10 TRUSTEE CLARKE: There's no public hearing.

11 ADMINISTRATOR PALLAS: We need -- excuse me.
12 We need to speak --

13 TRUSTEE ROBINS: There's no public hearing.
14 That's not even in our jurisdiction.

15 ADMINISTRATOR PALLAS: Mr. Mayor, people need
16 to speak one at a time and address --

17 MAYOR HUBBARD: Right.

18 ADMINISTRATOR PALLAS: Please.

19 LISA GILLOOLY: I'm confused why you would
20 read letters into the record if it's not --

21 ADMINISTRATOR PALLAS: Excuse me. Just
22 state --

23 LISA GILLOOLY: Oh, sorry.

24 ADMINISTRATOR PALLAS: Just state your name
25 and address, please.

1 LISA GILLOOLY: Lisa Gillooly, 178 Sterling
2 Street. I'm confused why you would read letters
3 into the record on the sewer resolution that popped
4 up on the agenda tonight, which seems very strange
5 timing based on everything going on. And why --
6 why weren't -- why the people here aren't allowed
7 to address the sewer system and the Pawlowski
8 project?

9 MAYOR HUBBARD: They will be allowed to, and
10 under public to address the Board. Those letters
11 were read into the record because those people
12 could not be here.

13 LISA GILLOOLY: What about the people who are
14 here?

15 TRUSTEE PHILLIPS: We're getting there.

16 MAYOR HUBBARD: We had public hearings on the
17 agenda. If you look at it, it says, "Public to
18 Address the Board". We are getting to that.
19 That's going to one of the next things that we do.
20 But it's not a public hearing, it was never
21 advertised as a public hearing.

22 LISA GILLOOLY: Okay.

23 MAYOR HUBBARD: But the public's allowed to
24 speak at any meetings we have.

25 AUDIENCE MEMBER: Versus the fuck over the

1 election.

2 (Laughter)

3 MAYOR HUBBARD: What's that?

4 (Laughter)

5 MAYOR HUBBARD: All right. Trustee Clarke
6 has something he would like to say.

7 TRUSTEE CLARKE: I know it's been a difficult
8 day for many people, and I just wanted to share my
9 own thoughts that I prepared very brief, that I'm
10 disappointed to see many qualified and
11 distinguished candidates disqualified from the 2023
12 election. And its my hope that we can resolve
13 these challenges and see our way to a resolution
14 that's satisfactory to all parties. And that I
15 will lend my support and cooperation to all
16 involved to the extent that I am able and that my
17 role will allow.

18 (Applause)

19 MAYOR HUBBARD: Okay. Now we are under
20 public to address the Board on any topic.

21 (Outburst From Audience)

22 MAYOR HUBBARD: All right. Well, it should
23 be one at a time. Everybody, let's try to keep it
24 brief. We have a lot of people. Let's make sure
25 everybody has a chance to speak. Go right ahead.

1 KEVIN STUESSI: Kevin Stuessi, 420 Clark
2 Street. We have a very large crowd here this
3 evening and it's a wonderful thing to see.

4 Before I talk about the election, very
5 quickly, I am surprised that this sewage issue is
6 on the agenda. I had sent a letter earlier this
7 week, Mr. Mayor, suggesting you table the issue. I
8 have no comprehension of why we are considering
9 extending sewage or any utility to a commercial
10 project outside the Village when we have a
11 commercial moratorium within the Village.

12 (Applause)

13 KEVIN STUESSI: It's illogical. And if
14 Mr. Gilmartin's here, it might be the first thing
15 we both agree on.

16 (Laughter)

17 KEVIN STUESSI: Beyond that, I'd like to read
18 something. This is from Sylvia Pirillo, Village
19 Clerk, Village of Greenport.

20 "Independent Nominating Petition, Village of
21 Greenport Village Election, Office of Mayor.

22 Dear Mr. Stuessi, please be advised that
23 there has been filed in this office an independent
24 nominating petition nominating you as a candidate
25 for the public office of Mayor for the Anchor and

1 Hope Party, and that your name and party shall
2 appear on the ballot as such. Kindly note that the
3 last day to file a Certificate of Declination is
4 February 17th, 2023. Should you have any questions
5 regarding the foregoing, please do not hesitate to
6 contact me."

7 There's seven of us that received this same
8 letter. And we have a very large crowd tonight. I
9 know there's a lot of people that want to speak,
10 and all of us want to be very professional.

11 There's been a lot of emotions over the past
12 24 hours, which have ranged from anger to sadness
13 to disappointment, but we all care about this
14 Village. All seven of us spoke together last night
15 and we all met together at 10:30 this morning.
16 This letter is what we are accepting as our right
17 to be on the Village ballot.

18 (Applause)

19 KEVIN STUESSI: We have been -- if we could
20 just hold for a moment, I think it's important. I
21 will speak briefly and then allow others to speak.
22 We have been given legal advice that this letter is
23 what governs. Should the Village push in a
24 different direction, we will also be using our
25 legal advice to request the following. And I would

1 like to ask for your support this evening to agree
2 to it. If we are not on the ballot, we
3 specifically request that we are allowed three
4 observers of the election process. As part of
5 that, we also want to make certain that there are
6 three blank slates on the ballot for people to
7 write in candidates. There are three positions
8 available, one position for Mayor and two positions
9 for Trustee.

10 If the other six candidates for office would
11 please stand for a moment. I think it's important
12 for everybody to see us all stand together.

13 (Applause)

14 KEVIN STUESSI: And we kindly and
15 respectfully request that you work to make certain
16 that we are on the ballot, as is our right, and as
17 our community has requested. Thank you.

18 MAYOR HUBBARD: All right. If I could just
19 clarify that. Nine of those letters went out, not
20 seven. Every person that put in a petition got one
21 of those letters.

22 AUDIENCE MEMBER: So it's a bigger problem.

23 MAYOR HUBBARD: You said only seven of those
24 letters went out. I got one and the Deputy Mayor
25 got one.

1 KEVIN STUESSI: No. There were seven of us
2 who received letters that stated we would not be on
3 the ballot. These are the letters that went out to
4 the seven of us stating that we would be on the
5 ballot.

6 MAYOR HUBBARD: All right. That's not the
7 way -- the way you read that said you had to reply
8 by February 17th.

9 (Negative Response From Audience)

10 KEVIN STUESSI: To decline.

11 MAYOR HUBBARD: Hey, calm down, calm down.
12 I'm asking a question.

13 KEVIN STUESSI: No, no. Let me clarify,
14 please. So what it states we had to reply with is,
15 "Kindly note that the last day to file a
16 Certificate of Declination is by February 17th."
17 What is --

18 MAYOR HUBBARD: That's the same letter I got.

19 KEVIN STUESSI: What is missing on this
20 letter is it should have stated you need to file an
21 acceptance by the 17th or a declination.

22 (Applause)

23 MAYOR HUBBARD: All right. If I could just
24 clarify that, again, what you're saying, there was
25 seven of those letters. Nine of those letters went

1 out. The Deputy Mayor and myself got the same
2 letters, that's all I said.

3 (Laughter)

4 MAYOR HUBBARD: That's the letter we got.

5 AUDIENCE MEMBER: It's irrelevant.

6 MAYOR HUBBARD: Well, that's -- you said
7 seven. I was just correcting you, because you made
8 a mistake on that, that's all I'm saying.

9 KEVIN STUESSI: Mr. Mayor, I will apologize
10 if I misspoke.

11 MAYOR HUBBARD: All right.

12 KEVIN STUESSI: Yes, I understand that there
13 were nine letters like this sent out. Only seven
14 of us received a letter that suggested we were
15 being pulled from the ballot.

16 (Laughter)

17 MAYOR HUBBARD: That's a follow-up letter,
18 correct.

19 (Applause)

20 AUDIENCE MEMBER: Why? Why?

21 MAYOR HUBBARD: Okay. Who else wants to
22 address the Board?

23 LISA GILLOOLY: Lisa Gillooly, 178 Sterling
24 Street. I'm very close to the mic here, so -- but
25 who has the decision-making power to restore the

1 ballot, and thereby restoring the trust in this
2 Village? Because I have to tell you, I am a
3 resident here for the last three years and this
4 breaks my heart.

5 I am for free and fair elections. It's part
6 of our right as a -- as a citizen of this nation,
7 no less this Village, and this is the most
8 distressing thing that could be. So who has the
9 right to restore this?

10 MAYOR HUBBARD: Okay, I could give you an
11 answer to that from what I've been advised from
12 Counsel on. Believe me, I'm distressed about this.
13 It's been a --

14 (Outburst From Audience)

15 TRUSTEE PHILLIPS: Yeah, whoa, whoa, wait a
16 minute. Come on, stop it, guys, come on.

17 MICHAEL OSINSKI: Resign, then, resign.

18 MAYOR HUBBARD: Am I going to be allowed to
19 speak, or are you going to moan at everything I
20 said.

21 AUDIENCE MEMBER: Probably.

22 (Laughter)

23 MAYOR HUBBARD: All right, then. The only
24 person that can restore the names on the ballot is
25 the State Supreme Court Judge.

1 AUDIENCE MEMBER: What?

2 (Laughter)

3 MAYOR HUBBARD: The Village does not -- the
4 Village Board does not run elections.

5 AUDIENCE MEMBER: The Clerk does.

6 MAYOR HUBBARD: The Village Board has no
7 legal right to go and change that.

8 AUDIENCE MEMBER: The Clerk, since she made
9 the mistake.

10 AUDIENCE MEMBER: The Clerk.

11 MAYOR HUBBARD: So that has to go by a State
12 Supreme Court Judge, is the only person that can
13 change or put the names back on the ballot.

14 AUDIENCE MEMBER: So the Clerk should do
15 that.

16 MICHAEL OSINSKI: Why can't the Clerk do it?

17 MAYOR HUBBARD: Because the Clerk is not
18 allowed to do that.

19 MICHAEL OSKINSKI: Where is the Clerk? Where
20 is the Clerk? Where is the Clerk?

21 MAYOR HUBBARD: Excuse me, let's -- Rich has
22 the floor, please.

23 RICHARD VANDENBURGH: Good evening. Richard
24 Vandenburg, 611 First Street, Greenport.

25 The question with that being the Judge being

1 able to put the names back on the ballot, why --
2 could we then get a commitment from this Board that
3 they would enter into a consent decree that we
4 could submit to a court to allow that to happen
5 immediately? Would the Village be willing to
6 consent, with the application that we make
7 immediately to the court, for that to occur? And
8 would the Trustees endorse that consent decree?

9 (Applause)

10 RICH VANDENBURGH: That's my question. Thank you.

11 MAYOR HUBBARD: Okay. I do not have an
12 answer on that right now.

13 (Laughter and Outburst from Audience)

14 ATTORNEY PROKOP: That's --

15 MAYOR HUBBARD: What going on, people? Can't
16 we have a little peace, a normal discussion amongst
17 each other?

18 (Outburst From Audience)

19 TRUSTEE PHILLIPS: Excuse me. Excuse me.

20 TONY SPIRIDAKIS: Tony, Tony Spiridakis,
21 178 Sterling. And it's not every day that we get
22 to be part of the Tea Party.

23 (Laughter)

24 TONY SPIRIDAKIS: You know, the one in
25 Boston. The idea that this is sort of a democratic

1 right, and that's why people are so fired up. So
2 forgive us, because the emotion is palpable,
3 because, literally, these seven individuals, who I
4 know all of them, have every right to be on the
5 ballot, and for some technicality that is beyond
6 anyone's understanding, that they got nullified.

7 So the vote should happen right now that you
8 guys, all of you, women, guys, turn this around and
9 get the faith restored, because it's gone right
10 now. You got to be able to read the tea leaves. I
11 mean, we are upset. So you can do something as a
12 Board. Trustees, get together and say, "We're
13 going to vote on this," and then let the legal part
14 take its course. But let us get back to the
15 business of running great candidates for office,
16 like is supposed to happen in America. Thank you.

17 (Applause)

18 TRUSTEE PHILLIPS: Mr. Mayor. Mayor. Mayor,
19 could we have the Village Attorney give us some
20 guidance as to some of the suggestions that were
21 just put onto the platform?

22 MICHAEL OSINSKI: Oh, we're tired of
23 listening.

24 ATTORNEY PROKOP: So we have -- so we have --
25 we have counsel that's been working on this, as I

1 said, outside legal counsel. It's one of the
2 people that worked on the prior election that
3 we've always -- you know, used for many years as
4 counsel, and we -- there's a proposal for a
5 retainer to formalize that relationship for this
6 election.

7 And what I would hope the Board would do is
8 any of these requests, once the counsel is formally
9 re -- once the counsel is formally retained, if
10 it's the Board's wishes, you pass those requests
11 along to that counsel, because he would -- he would
12 know the possibilities of what -- you know,
13 whatever options there were, if it's the Board's
14 desire to do that.

15 TRUSTEE PHILLIPS: Thank you, Joe. To be
16 honest with you, you as group are not as -- you're
17 upset, but if you don't think the rest of us on the
18 Board here are upset, yes, we are. I've been sick
19 about this since I first heard about it and I'm
20 upset. I'm upset about how it processed out, the
21 communication. But I think you need to give us the
22 opportunity to hire the attorney, to take
23 Mr. Vandendburgh's suggestion, and to take anybody
24 else's suggestion, and let's see if we can work to
25 correct the situation.

1 (Applause)

2 MAYOR HUBBARD: Mr. Nyce.

3 DAVID NYCE: Good evening. Dave Nyce,
4 313 Second Street. And pardon me, it's been a long
5 f'ing time since I've been at this podium.

6 (Laughter)

7 DAVID NYCE: It's unconscionable that the
8 Village Clerk did not help applicants for this
9 election through the process. George, you and I
10 ran at the same time. I had never run for an
11 elected office in my life, not even school council,
12 and I would not have made it through that election
13 without the help of Chrissy Hallock and Sarah
14 Hallock running that election. They did that under
15 the direction of my predecessor, who everyone in
16 this room knows he and I are not best friend, but
17 that election ran smoothly. It ran with the help
18 of the Clerk's Office, not the hindrance of the
19 Clerk's Office. Okay?

20 (Applause)

21 DAVID NYCE: That's point one. Point two is
22 based on that, this sits directly in your lap, sir.
23 Yes, the Clerk runs the election, but the Mayor at
24 all times is in charge of the personnel within the
25 Village, appointed and otherwise. And if you

1 wanted a free and open election, you would have
2 made sure that every applicant, every candidate
3 that was going to run had all the information --

4 AUDIENCE MEMBER: Exactly.

5 DAVID NYCE: -- that they needed to run.

6 (Applause)

7 DAVID NYCE: The anger here tonight matches
8 the optics of this, that you have nine people
9 running, two incumbent, six that are running
10 against, the only two that are on the ballot are
11 the incumbents. And, I'm sorry, if it walks like a
12 duck, talks like a duck, it's probably a duck.

13 (Laughter and Applause)

14 DAVID NYCE: And I don't want to say that,
15 because I don't think -- honestly, in my soul, I
16 don't think that anything untoward happened. I
17 think that this was a sin of nonaction, and
18 nonaction because I don't know why. I don't know
19 why this Clerk has chosen not to be helpful in
20 elections, but it happened in the last election
21 cycle as well.

22 Again, all that being said, there are several
23 things that this Board could and should do. Part
24 of it is following up on Rich's action. But as far
25 as I'm concerned, it's our Village election. You

1 need to determine that we're going to move forward
2 with the election and put them back on the ballot.
3 You have time to set the ballot. So I would
4 suggest this. I would suggest that the Clerk be
5 dispensed of her duties with running the election,
6 first off.

7 (Applause)

8 DAVID NYCE: And that the Trustees that are
9 not up for re-election determine how this moves
10 forward; that they appoint somebody, probably the
11 Deputy Clerk, to run the election, and that you as
12 the overseer of the Village for the election itself
13 also relinquish that position until after the
14 election.

15 (Applause)

16 DAVID NYCE: And that you gather the
17 candidates that have submitted their nominating
18 petitions that have been completed and accepted by
19 the Village, get them together, sign the necessary
20 paperwork, correct the ballot, submit the ballot,
21 hold the election. Because I'll guarantee you, the
22 State Board of Elections is not going to come in
23 here and overturn an election because we put people
24 on the ballot, they will come in here if we take
25 people off the ballot.

1 (Applause)

2 DAVID NYCE: The law in general was meant to
3 protect, not to go on the offensive. And it
4 appears in this case that the law is being used to
5 go on the offensive to force people off the ballot,
6 and that is, as I started off, unconscionable. So
7 it's a mess.

8 And just as a little silly anecdote, I
9 thought me calling the police on a Village Board
10 meeting was the most ridiculous thing that could
11 happen in a Village setting. Thank you. I'm off
12 the hook.

13 (Laughter)

14 DAVID NYCE: Bill remembers, and we still
15 talk. It's a mess, and it's your mess and you need
16 to fix it.

17 (Applause)

18 WILLIAM SWISKEY: William Swiskey, 184 Fifth
19 Street. I was one of the candidates that could
20 talk. That's a matter -- what we're talking here
21 is timelines. Mr. Prokop, at what date does the
22 ballot have to be printed?

23 ATTORNEY PROKOP: It's much, much closer to
24 the election time.

25 WILLIAM SWISKEY: But you got a specific date?

1 ATTORNEY PROKOP: I don't know the -- I don't
2 the specific date. Mr. --

3 MICHAEL OSINSKI: What do you mean you don't
4 know?

5 ATTORNEY PROKOP: Mr. Ciampoli would -- will
6 give that advice.

7 MICHAEL OSKINSKI: Holy moly.

8 MAYOR HUBBARD: Mike, come on. Let's -- let
9 him have a conversation.

10 MICHAEL OSINSKI: He's the one throwing
11 people off the ballot, he's got to know these
12 things.

13 WILLIAM SWISKEY: Mike, wait.

14 MAYOR HUBBARD: Without having the book in
15 front of us and everything else, I don't remember
16 the exact date or the date the ballots had to be
17 done. But, Mike, Bill has the floor right now,
18 please.

19 WILLIAM SWISKEY: Please. Please, everybody,
20 because I'm going to ask some questions.

21 Mr. Prokop, when I asked you who the special
22 attorney was that the Village hired to make this
23 decision, are you saying he wasn't in the Village
24 employ at the time? Because there's no Board
25 resolution supporting that. You're passing one

1 tonight, right?

2 ATTORNEY PROKOP: Actually, actually, there
3 was a resolution from the prior election.

4 WILLIAM SWISKEY: Prior election?

5 TRUSTEE PHILLIPS: In '21, there was
6 a retainer.

7 ATTORNEY PROKOP: In 2021, there was a
8 retainer with the firm of Messina, Perillo & Hill.
9 This gentleman -- this -- the gentleman that I
10 referred to was special -- excuse me, was of
11 counsel to that firm, and continues to be of
12 counsel to that firm. And so he would -- he would
13 fall under the retainer.

14 WILLIAM SWISKEY: You're going back to an old
15 resolution that you hired this guy. We passed
16 another physical year. What there a resolution
17 passed in the new physical year that started last
18 April to rehire this guy? Because you can't carry
19 one over without the other, I know that much.

20 ATTORNEY PROKOP: There was no new resolution
21 passed.

22 WILLIAM SWISKEY: So the guy is basically
23 illegally working for the Village, am I --

24 ATTORNEY PROKOP: No, I don't think --

25 (Laughter)

1 AUDIENCE MEMBER: Yes.

2 ATTORNEY PROKOP: I don't think he is.

3 WILLIAM SWISKEY: I think he is, and I'm
4 going to mention that to the State Election
5 Commission, the D.A., and the AG in New York,
6 because I'm being jerked around here and I don't
7 like it, I don't put up with it.

8 And when I asked the Trustee if there was a
9 resolution, there was. There was no resolution in
10 the current physical year to hire this guy. It's
11 like if you hire a contractor to haul sludge,
12 that's renewed every year. It's the same with
13 legal counsel. You appoint a Clerk every year.

14 I mean, something's just not -- and I'm not
15 even going to start to go there. I'll let the --
16 basically, the investigative professionals sort it
17 out. And I'm going there and I'm not stopping,
18 that's all I got to say.

19 (Applause)

20 WILLIAM SWISKEY: And I want to comment on
21 one more resolution, that's the one on the sewer
22 upfront money. Everybody, oh, this, that and the
23 other thing. I can tell you, because I'm on the
24 subcommittee studying infrastructure, we have more
25 than sufficient capacity. You know what this place

1 up the road is going to add to your capacity?
2 .003%, it's nothing on -- in excess of 200,000
3 gallons per day of excess capacity. So I just want
4 to set the record straight on that. Plus, how much
5 money is this going to bring to the Village,
6 Mr. Pallas?

7 MAYOR HUBBARD: It was 285, was the --

8 ADMINISTRATOR PALLAS: Correct, that's
9 correct.

10 MAYOR HUBBARD: Two-eighty -- 285,000 is the
11 upfront money, and then it will be 40 customers for
12 life.

13 WILLIAM SWISKEY: I've got to say you're
14 selling it too cheap, I'm against that. You got
15 set -- you got to get better rates.

16 (Applause)

17 LIZ GILLOOLY: Hi there. My name is
18 Liz Gillooly, 2390 Kerwin Boulevard, Greenport. I
19 am a Town Trustee in Southold Town.

20 As an elected official, and as somebody who
21 conducts public hearings, I just wanted to say that
22 when we see a crowd like this, we put the
23 controversial topic at the top of the meeting to
24 show respect for the people who have come out
25 tonight.

1 (Applause)

2 LIZ GILLOOLY: There was no need to put this
3 at the end of the meeting. And I feel that the
4 people of Greenport feel they are not being
5 respected at all with the recent actions of what's
6 happening.

7 So I first want to thank all seven candidates
8 who are running. I know what it takes. It's a
9 huge personal commitment. And I want you all to
10 value the voters of Greenport and to put these
11 people back on the ballot.

12 Do you think that the letter that these
13 people received was clear? I want each of you to
14 answer that.

15 TRUSTEE PHILLIPS: I'll tell you the answer,
16 because I don't agree it was clear. I didn't agree
17 with it when it was back in 2021, and I made
18 mention to the Village Clerk that it wasn't clear.

19 (Applause)

20 LIZ GILLOOLY: Thank you. Mr. Martilotta?

21 TRUSTEE ROBINS: And I saw it -- I saw it
22 yesterday and I found it totally inappropriate and
23 misleading, absolutely unclear.

24 LIZ GILLOOLY: Thank you. Mr. Clarke?

25 TRUSTEE CLARKE: There's no mention of the

1 need to come in and sign a document, though I do
2 remember needing to notarize a document when I ran
3 for this office, and I did not remember to counsel
4 any of my friends that are running to do the same.

5 LIZ GILLOOLY: And did anybody help you to
6 understand that you had to file that?

7 TRUSTEE CLARKE: I don't remember if they did
8 or not.

9 LIZ GILLOOLY: Okay. Mayor Hubbard, do you
10 think the letter that was sent is clear and easy
11 for the public to understand?

12 MAYOR HUBBARD: No. I had questions about it
13 myself when I got my letter.

14 LIZ GILLOOLY: Okay.

15 (Laughter)

16 LIZ GILLOOLY: Mr. Martilotta?

17 MAYOR HUBBARD: Is that funny? I can't say
18 anything without a laugh? I mean --

19 TRUSTEE MARTILOTTA: Same.

20 LIZ GILLOOLY: Listen, these people don't
21 feel respected. So if you're not feeling
22 respected, it's a reflection of what you're putting
23 out there. So that's why people --

24 MAYOR HUBBARD: Okay.

25 LIZ GILLOOLY: -- are reacting to you, okay?

1 MAYOR HUBBARD: Personal attacks are not
2 going to be allowed here, please.

3 LIZ GILLOOLY: It's not a personal attack.
4 I'm telling you that people do not feel respected
5 by what's happening right now, and it feels like a
6 setup.

7 So I urge you to put these names back on the
8 ballot and to restore our faith in democracy in
9 Greenport. And democracy dies in darkness. Every
10 single person here can be thought of as a little
11 candle, and we are going to shine bright and we are
12 going to shine light on what has gone on here.
13 Thank you.

14 (Applause)

15 RENA WILHELM: Hi. Rena Wilhelm,
16 129 Sterling Avenue. First, I just want to say to
17 George and Jack that this was probably not only
18 just a disservice to these seven candidates, but
19 this made you guys look bad, too. And I know that
20 you're all upset, and you should want to fix it,
21 because it would be unfair for people not to
22 support you because of guilt by association. So
23 this -- as much as this affected them, it affected
24 you guys, too, and the whole thing is unfair.

25 And my reason for getting up here, besides

1 that, is that I hope that the ballots get printed
2 with everybody's name on it. If for some reason
3 legally that doesn't happen, I encourage everybody
4 to come to -- there are four debates. The first
5 Mayoral debate is February 28th at 6:30 at the
6 Greenport High School. The second Mayoral debate
7 is also at the Greenport High School on May 14th.
8 League of Women --

9 TRUSTEE CLARKE: March.

10 RENA WILHELM: March. Thank you. What did I
11 say, May?

12 TRUSTEE CLARKE: May. March.

13 TRUSTEE ROBINS: March.

14 (Laughter)

15 RENA WILHELM: The League of Women Voters is
16 hosting the -- is that correct, Randy?

17 RANDY WADE: Yes.

18 RENA WILHELM: The Trustee debates, the first
19 one is March 4th at 1 o'clock at the Holy Trinity
20 Church, and the second Trustee debate is March 8th,
21 which is a Wednesday, 6:30 at Greenport High
22 School.

23 When you come to those debates, it is
24 extremely important that you listen to every single
25 person, and get their name and write it down,

1 spelled correctly, because if they do have to go in
2 and write someone's name in, I don't want to hear
3 that this looks like an A and this is supposed to
4 be an E, and that gets tossed out. So it's -- it
5 opens itself up to making a lot of invalid ballots,
6 and that would be even a more disservice to
7 whatever, you know, what's going on now.

8 So please come to those debates. Get
9 familiar with the names and the action plans that
10 these candidates have. And for your sake, as well
11 as the seven, I hope it gets rectified.

12 TRUSTEE CLARKE: Thank you.

13 RENA WILHELM: Thank you.

14 (Applause)

15 POPPY JOHNSON: Poppy Johnson, 130 Ludlam
16 Place. I have a lot to say, and I want to echo
17 everything that has been said already about how I
18 really do feel this needs to get fixed and fixed
19 now. I also think it would not be an okay fix to
20 say that the names have to be written in.

21 I gave my daughter, Lily Dougherty-Johnson,
22 a very long last name that nobody can pronounce or
23 spell and I've --

24 (Laughter)

25 POPPY JOHNSON: It's not her fault, you know.

1 But I think that the whole reason for a ballot is
2 that the name is written out there. There's the
3 little logo, there's -- you know, this is the way a
4 free and fair election is supposed to be. And I
5 insist that we have elections with the names of the
6 candidates on the ballot, not write-ins.

7 (Applause)

8 PATRICK BRENNAN: Good evening, Mayor Hubbard
9 and Trustees. My name is Patrick Brennan, I live
10 at 620 First Street. In the interest of full
11 disclosure, many of you might know me from Holy
12 Trinity Church. Some of you might know me from the
13 Fire Department. Some of you may know that I'm
14 your Village Planning Board Chairperson. I say
15 that for context, and just bear with me here.

16 I work many hours a week with several of the
17 people up here on this dais. I work with
18 Mary Bess, Trustee Phillips, three or four nights a
19 week.

20 TRUSTEE PHILLIPS: Yeah.

21 PATRICK BRENNAN: I do these things because
22 there's so many people in this community that I
23 admire. There's so many people here who do so much
24 for this Village that's inspiring to me. I want to
25 emulate that.

1 I'm here tonight with my fellow nine
2 incumbent candidates, who you all met right here.
3 So I have to disclose to you I am up here as a
4 candidate for the Village Trustee position, and as
5 such, I aspire to speak for as many of you as I
6 can. I want to represent you.

7 Now I don't know if a mistake was made, if
8 some kind of incompetence has come into play here.
9 I don't know if someone deliberately misled in
10 order to gain a political advantage. Those are
11 matters for the fellow Trustees to determine, and
12 perhaps with the aid of law enforcement.

13 When I set out to run for Trustee, the first
14 person I went to see was Mayor Hubbard. I sat at
15 his kitchen table, we discussed my candidacy. The
16 Mayor's wife signed first, and then George signed
17 second. It was important to me that I have that
18 conversation, and to the extent possibly, I would
19 get that sort of endorsement from the Mayor.

20 Then I went to see Deputy Mayor Martilotta.
21 I sat on the couch in his living room and, again,
22 discussed by candidacy, what I hoped to do for this
23 Village. In fact, I sought the endorsement of all
24 of the Trustees, including Trustee Phillips,
25 Trustee Robins, and Trustee Clarke, because I

1 respected the service that they provide for this
2 Village.

3 Now here's what I know. At some point over
4 the last week, one or more people in the Village
5 Administration noticed that none of the outside
6 candidates had correctly completed their acceptance
7 form, but the two incumbent candidates did so. Now
8 I'm only speculating here. But then perhaps they
9 noticed that the election information put out by
10 the Village Board was at somewhat of a variation
11 with State Law. That naturally would have raised
12 some questions. Someone would say to themselves,
13 what's going on here? You have seven outside
14 challengers? They didn't complete the work?
15 They're campaigning against each other, but they
16 colluded to not show up?

17 (Laughter)

18 PATRICK BRENNAN: So what did this person do
19 that gained this insight? Perhaps they shared this
20 discovery with a coworker, maybe a supervisor,
21 maybe a Trustee. Maybe they discussed it with the
22 Mayor or with the Village Attorney. Evidently,
23 they decided to seek counsel and protect
24 themselves. They didn't bother to notify the
25 public that perhaps an election irregularity had --

1 might have occurred. They didn't notify the
2 candidates. They didn't show any decency towards
3 our neighbors. They did not extend a courtesy.
4 They did not show any respect for these candidates,
5 who put themselves out there to help lead our
6 Village. In fact, by undermining these citizen
7 candidates, they showed by extension a blatant
8 disregard for the rights of Village residents.
9 They disenfranchised the electorate.

10 There is obvious disdain for our citizens. I
11 recognize this. This is a cultural problem. This
12 is a cultural problem on an institutional level,
13 and it always starts at the top.

14 I don't have endless amount of time to mess
15 around with this debacle. I expect the Mayor and
16 the Trustees to clean up their own mess. And if
17 you can't lead, get out of my way. As a candidate
18 for Trustee, I have more important things to
19 debate, like the future of Greenport. That's on
20 the top of my list. Thank you.

21 (Applause)

22 MAYOR HUBBARD: Okay. Anybody else?

23 JEFF TRUELOVE: Yes. Jeff Truelove,
24 338 Second Street. I'd like to second what Patrick
25 said and double down. That's -- it's not just a

1 question of getting -- writing names on the ballot
2 or sorting out the mess. But who exactly went out
3 and got outside counsel and covered their ass and
4 quit the method of communication with the
5 neighbors? Who covered their ass before talking to
6 their neighbor? Let's find that out for real,
7 okay, and then clean it up. So if you're not with
8 us, you got to get out. This is Greenport, okay?

9 AUDIENCE MEMBER: Yeah.

10 AUDIENCE MEMBER: Yeah.

11 (Applause)

12 HELEN REISS: Helen Reiss, 314 Third Street.
13 I don't know if this is politically correct or not,
14 but if -- if the -- all these candidates are not on
15 the ballot in a printed form and we have to do a
16 write-in, and the two incumbents are elected, I
17 think that the decent thing would be for them to
18 resign.

19 (Applause)

20 LILY DOUGHERTY-JOHNSON: Good evening. I'm
21 Lily Dougherty-Johnson, 51 Washington Avenue. I'm
22 happy to spell my name for you, if necessary.

23 (Laughter)

24 LILY DOUGHERTY-JOHNSON: It's really nice to
25 see everyone here. And I really appreciate what

1 Trustee Clarke said, but I did want to say that we
2 are not disqualified. Even if our names are not on
3 the ballot, which I do agree with everyone, that I
4 hope they are, we are still running.

5 And I think this makes it very clear that
6 there's a serious need for change, like across the
7 board, because this is not okay. And you can say
8 that legally it is, but it's not right, and that's
9 so clear. I mean, I think it's clear to everyone.
10 I don't -- I hope that it was not malfeasance or,
11 you know, evil intent. I don't really think that.

12 The other thing I just wanted to say is
13 that -- I don't -- it's so wonderful to see all
14 these people. People have kids here. It brings me
15 back, both of my parents, both here tonight. So,
16 yes, this is Greenport, and we have to have an
17 election that is open and fair.

18 And I ran four years ago, and I didn't win,
19 and I don't remember every detail, but I know that
20 I was either given or told, if they even did the
21 certificates at that time, which, you know, is a
22 FOILable thing, which we will eventually find out.
23 I did not print something out myself, knowing,
24 because I would have remembered that. Like I don't
25 remember everything, but that I would have

1 remembered.

2 And so if things are different election to
3 election, that -- I mean, things change, but it
4 needs to be -- there needs to be education. And I
5 think we all want -- like we're all trying to
6 serve. We're not doing this totally just for fun,
7 because it hasn't really been fun the last day.

8 (Laughter)

9 LILY DOUGHERTY-JOHNSON: But yeah. I mean,
10 thank you for listening, and I do hope that you
11 take some real action. And I think everyone will
12 take real action and vote. So thank you.

13 (Applause)

14 MICHAEL OSINSKI: Hi. I'm Mike Osinski, 307
15 Flint Street, Greenport. It's great to see
16 everybody here. I really like to see it, and it's
17 a great thing, because we've all lost our right to
18 vote and we're not happy at all. We don't --
19 you've taken away our right to vote. And you may
20 say it's some anomalous bureaucrat or some lawyer.
21 No. You guys appointed the Clerk, who is
22 conspicuously absent. Where is the Clerk? Where
23 is the Clerk? Where is the Clerk?

24 (Applause)

25 MAYOR HUBBARD: She's tending to a personal

1 matter with her father.

2 MICHAEL OSINSKI: Okay. But she is the --
3 she is the official who directs the election, not
4 the -- not the lawyer. The Clerk has been set up
5 by you guys. And I don't -- I don't know what the
6 law -- the letters everybody here got. I saw Bill
7 Swiskey's. It was from the Lawyer, it was not from
8 the Clerk.

9 ATTORNEY PROKOP: The letter wasn't from me.

10 TRUSTEE PHILLIPS: The first --

11 ATTORNEY PROKOP: The second -- I'm sorry.
12 The first letter was -- the second letter was from
13 me at the direction of the -- at the direction or
14 request of the Clerk, because she --

15 MICHAEL OSINSKI: I saw a letter from you --

16 ATTORNEY PROKOP: She was involved the a --

17 MICHAEL OSKINSKI: -- but I have not seen a
18 letter from the Clerk.

19 ATTORNEY PROKOP: She was involved in a
20 family emergency and could not --

21 MICHAEL OSINSKI: The Clerk -- if the
22 Clerk -- then she should have a second in command.
23 It should not be the Lawyer. There should be a
24 No. 2 behind the Clerk who is -- then administers
25 the election. Until that person who is ever

1 administering the election, and is not the Lawyer,
2 sends a letter to these people, then nothing has
3 happened. The Clerk is the one who runs the
4 election.

5 Okay. Secondly, the law -- the law which you
6 cited, Mr. Prokop, to Mr. Swiskey, I looked it up,
7 okay? The section of law, it has nothing to do. I
8 think you cited the wrong section of law. It's the
9 next paragraph. You cited No. 144, and it's
10 Paragraph 146. And the only -- and 146 is dealing
11 with the case when two parties nominate the same
12 person, which everyone has seen on the ballot and
13 everybody wonders about it. In that case, when
14 two -- you know, there -- "such person shall in the
15 certificate signed and acknowledged by him, and
16 filed as provided in this article, accept the
17 designation or nomination as a candidate of such
18 party or independent body, other than that of the
19 party of which he is an enrolled member." So if
20 he's an enrolled member of a party that nominated
21 him, which all these guys created their own party,
22 then that's fine. They don't need this letter of
23 acceptance.

24 I ran for this office, I never wrote such a
25 letter. Did you guys remember? Did you guys

1 remember doing that? I never did that.

2 TRUSTEE PHILLIPS: Yes, I did.

3 MICHAEL OSKINSKI: I never did.

4 TRUSTEE PHILLIPS: Yeah, Mike, I --

5 MICHAEL OSINSKI: I never did. That was --
6 it was a long time ago, granted, but I never wrote
7 such a letter, never. Okay. So this thing is only
8 in the case when there's two parties that nominate
9 the same individual, and that's when they have to
10 send a letter either accepting or rejecting that
11 second party. Because if they're an enrolled
12 member of one party that nominates them, then
13 they're fine, they're done, they don't have to sign
14 a letter of acceptance. That's what the law says.
15 You should read it carefully, because you cited the
16 wrong paragraph to Mr. Swiskey. That has nothing
17 to do with this acceptance letter. This is the
18 next paragraph.

19 I don't know what sloppiness you guys accept
20 around here, but you got a Clerk that's not here
21 that told people nothing about what's going on.
22 Fire her. She runs at the sole discretion of you,
23 Mr. Mayor. She is not appointed by the Board. The
24 Board did not approve the Clerk, only you. She's
25 at your sole discretion. If she screwed this up

1 and has denied everybody in this room the right to
2 vote, fire her and appoint somebody new. That's
3 your job. Do something. You don't need a --

4 (Applause)

5 MICHAEL OSINSKI: The Board does not need --
6 this is not a Board vote. You, the Mayor, at your
7 sole discretion appoint the Clerk, no one else, no
8 one else. Okay? That's your job.

9 All right. You know, I'm sorry I got angry,
10 but gosh, I like to have the right to vote. And I
11 was going to vote for some of you guys up here, but
12 not anymore. Come on.

13 (Applause)

14 MICHAEL OSKINSKI: Not unless you do
15 something.

16 MONIQUE GOHOREL: Monique Gohorel,
17 208 Monsell Place. I also -- I'm still a running
18 Trustee candidate.

19 (Applause)

20 MONIQUE GOHOREL: Many of you are literally
21 my neighbors. Like I'm not saying, "Oh, they live
22 around the corner." No. I can see your houses
23 from my window.

24 (Laughter)

25 TRUSTEE PHILLIPS: Yeah, I can see yours, too.

1 MONIQUE GOHOREL: I know, you tell me about
2 it all the time.

3 (Laughter)

4 MONIQUE GOHOREL: Many of you I've helped at
5 the library, I've talked to you at farmers markets,
6 I've seen you in the street. My husband has helped
7 people cross the street. I don't understand. At
8 what point did we lose being good neighbors? I
9 don't understand how we got to a point where a
10 situation that could so easily be fixed, so easily.
11 We didn't know. At one point, I told Lily, I feel
12 like I'm a student who's been given half of the
13 course and told, "Oh, go take the test," because I
14 didn't have all the information that was needed.
15 As anyone who knows me, I like to be very well
16 prepared.

17 (Laughter)

18 MONIQUE GOHOREL: I don't understand how it
19 got this far. And whomever came up with this odd
20 plan, how they thought it would play out and that
21 no one would be here, that no one would say
22 anything. I do not understand.

23 (Applause)

24 MONIQUE GOHOREL: On another note, I'm very
25 grateful for everyone who is here. I know there

1 are many people watching from home. This has to
2 stop, we can't continue this way. There's so many
3 more important issues that are going on in our
4 Village, and it is a disgrace that we're even
5 wasting our time with this. Fix it.

6 (Applause)

7 MARGARET DE CRUZ: Hi. Margaret deCruz,
8 25 Washington Avenue. I would like to advocate
9 that you guys fix this and not go to some Supreme
10 Court. I think that would take forever and that
11 would -- that's a bad idea, in my opinion. If this
12 was a -- like a paper document kind of error, it
13 can be fixed.

14 So the other thing is the Clerk was not
15 helpful. I talked to a lot of the people who were
16 trying to get on the ballot and they like didn't
17 know what to do, and they would go and ask, and
18 they just kept reporting this, and that's
19 ridiculous.

20 So now what I love about Greenport and the
21 Greenport elections is that it's not political
22 parties, and this neighborhood and this Greenport
23 is a loving community. And what has happened, it
24 has turned people into like hating each other or
25 fighting each other and being disrespectful. I

1 don't like that, and I hope we can heal that,
2 because this community is wonderful and we need
3 good people to run it, some new blood. And, yeah,
4 that's all I have to say. Thank you.

5 (Applause)

6 ALLISON TUTHILL: Hi. Allie or Allison
7 Tuthill, 237 Monsell Place, also another Trustee
8 candidate, hopefully. I, like my co-candidates,
9 chose to run because I'm deeply invested in this
10 Village. Not only do I live here, but I'm raising
11 four young children here. And I really believe
12 that the only way that we as members of this
13 Village can preserve what we really love about it
14 is to proactively invest in its progress and its
15 future, and that's why I chose to run.

16 What happened yesterday was an embarrassing
17 step backwards for this Village. And I think an
18 example, that we're not only in need of new
19 leadership, but we're also in need of more leaders
20 who have the courage to establish a culture within
21 this government of transparency, and who are also
22 willing to foster an open dialogue with the
23 community. That's how leaders build trust. And
24 trust is absolutely crucial in ensuring that we as
25 a Village can successfully navigate this wide range

1 of public policy challenges that we have at our
2 doorstep today. That's what we should be dealing
3 with, not this.

4 I ask that you lead right now. I ask that
5 you take the steps to build back the trust of not
6 only myself and the people in this room, but of my
7 children and of everybody else who live in this
8 Village, and strongly reconsider the actions taken
9 yesterday and reinstate our collective candidacies.
10 Thank you.

11 (Applause)

12 MAYOR HUBBARD: Anybody else wish to address
13 the Board? Come on up.

14 CHRISTOPHER NORTH: 525 Second Street,
15 Greenport. I find it a disgrace that the Village
16 Board allows an election this way. I feel that it
17 should happen where the Village Clerk should be
18 fired, and should be elected, not appointed by the
19 Mayor office.

20 (Applause)

21 AUDIENCE MEMBER: I am reading a letter by
22 Tricia Hammes, 603 Main Street, Greenport. She
23 could not be here tonight and she asked that I read
24 this.

25 "Ladies and Gentlemen, unfortunately, I am

1 unable to attend tonight's Village Board of
2 Trustees meeting in person. I am writing to
3 express my extreme dismay over the actions of the
4 Village, and in particular Clerk Pirillo, that I
5 have" -- "that have resulted in the striking of
6 seven independent candidates, all of the
7 nonincumbent candidates, duly nominated by Village
8 residents to run for the positions of Trustee
9 and/or Mayor in the upcoming Village of Greenport
10 elections from the ballot.

11 Clerk Pirillo's letter to the candidates
12 indicating that all that was required was a filing
13 of a Letter of Declination, and making no mention
14 of any requirements of acceptance, even if
15 technically satisfying legal criteria, is at a
16 minimum misleading, and at its worst could be
17 considered election or ballot influencing or
18 tampering.

19 I respectfully request that the Village take
20 all legal steps to ensure that the seven
21 nonincumbent candidates, which met the threshold of
22 Village voter nomination for independent
23 nomination, are placed on the ballot, and that the
24 ballots are made available for review by the
25 public, and for those requesting absentee ballots,

1 by no later than March 1, 2023.

2 Moreover, I respectfully request that Clerk
3 Pirillo be removed from all duties relating to this
4 election, as the community no longer has any faith
5 in her ability to be involved in an unbiased
6 election process at this time. She has" -- "She
7 has repeatedly been obstructionist when asked
8 for" -- "asking questions or clarifications with
9 respect to this election, including in respect of
10 the process and the timing for making ballots
11 available on an absentee basis.

12 The actions of the Village Administration
13 that have resulted in the voter disenfranchisement
14 of the residents of Greenport Village reflect
15 poorly on the current Administration under whose
16 oversight it has occurred. If this situation is
17 not remedied immediately, it will render both the
18 election and the elected representatives to the
19 next Village Board illegitimate in the eyes of the
20 community.

21 Both Mayor Hubbard and Deputy Mayor
22 Martilotta should give assurances that they will
23 immediately resign if elected in the upcoming
24 election, without any additional candidates placed
25 on the ballot, in order to ensure that new

1 elections can be held as quickly as possible.

2 Finally, the Village should immediately hire
3 an external investigator to ensure that no other
4 Village officials were involved in influencing or
5 manipulating the system that gave rise to this
6 outcome, and deliver an independent report to the
7 community as soon as possible.

8 I plan on asking someone attending the
9 meeting tonight to read this letter into the public
10 record on my behalf. Moreover, I have copied
11 enforcement at both the County of Suffolk Board of
12 Elections and the New York State Board of
13 Elections, as well as Assemblyman Fred Thiele's
14 Office on this email for their information."
15 Thank you.

16 (Applause)

17 JOHN BARRETT: Excuse me. John Barrett,
18 633 First Street, Greenport. I got three things to
19 say. First of all, I agree with a lot of people,
20 what a lot of people already said. I think the
21 Mayor, the Deputy Mayor, the Clerk, the Lawyer, the
22 City Manager should all resign now.

23 (Applause)

24 JOHN BARRETT: Second thing, it appears to me
25 that we're afraid of the legal risk of keeping

1 these candidates on the ballot. I think you should
2 be afraid of the legal risk of taking them off the
3 ballot.

4 (Applause)

5 JOHN BARRETT: Third, these candidates have
6 all mentioned transparency; there is none. So what
7 I'm afraid's going to happen now is you're all
8 going to leave this room and we're not going to
9 hear anything for a month, and what we do hear will
10 all be speculation, gossip, rumor mill. I think
11 you should be reporting out daily until this is
12 fixed one way or the other. Report out daily that
13 I had a discussion with this illegally retained
14 lawyer.

15 (Laughter)

16 JOHN BARRETT: Point out daily that you had a
17 discussion, you're filing the consent that Rich
18 asked for. Report out daily. You have a website,
19 use it. Thank you.

20 (Applause)

21 MAYOR HUBBARD: Anybody else wish to address
22 the Board?

23 TONY SPIRIDAKIS: It's too many times, I
24 know. Tony Spiridakis, 178 Sterling. Can we do
25 this now?

1 (Affirmative Response From Audience)

2 MAYOR HUBBARD: Can you do what now, Tony?

3 TONY SPIRIDAKIS: Can we resolve this so that
4 we can leave knowing that we have people who went
5 door-to-door? I watched them go door-to-door and
6 get the right number of signatures. They're not
7 idiots. They're on the Planning Board, they've run
8 for office before. They -- listen, I don't need to
9 get into it. We need to do this now, because the
10 idea of waiting a month is ridiculous. It's a very
11 simple thing to put this right right now. I will
12 stay here until it's done.

13 (Applause)

14 TONY SPIRIDAKIS: To pass a resolution. I'm
15 sorry, I didn't answer your question, Mayor.

16 TRUSTEE ROBINS: So I'd like to go on the
17 record that this Trustee is devastated by what's
18 happened here, and that I will vote for anything
19 and in any way to get all of these candidates
20 restored to the ballot immediately.

21 (Applause)

22 TRUSTEE PHILLIPS: And in fairness, since the
23 other two Trustees have had their opportunity.
24 Yesterday I spoke to probably six of the candidates
25 that received the letter. They were upset. They

1 weren't even -- they cannot -- I think all of them
2 will confirm that I was extremely upset. I am
3 extremely angry. I am trying to put the emotion
4 away. I have heard the complaints that were going
5 through the election. Any nominee that wanted help
6 from me, I pointed to them where -- I think they
7 will answer I helped them try to find the answers
8 that they needed.

9 But as far as I'm concerned right now, in all
10 honesty, we either -- the Village Clerk, according
11 to New York State Law, has to run the election.
12 Either we have someone, oversight over her, or we
13 fire her and find someone else, or we put back
14 trust by not -- saying tonight, passing a
15 resolution that the nominations of those seven
16 people get put on the ballot.

17 (Applause)

18 TRUSTEE MARTILOTTA: Can I?

19 MAYOR HUBBARD: Sure, go right ahead.

20 TRUSTEE MARTILOTTA: Sure. Just to round it
21 out, like I feel horrible, like I feel horrible. I
22 do not -- like you guys all went through it. I
23 know what it's like, I did the same thing. Like I
24 want you guys on -- I feel sick that you're not on
25 it. Like whatever we can do, whatever --

1 AUDIENCE MEMBER: Then fix it.

2 AUDIENCE MEMBER: Fix it.

3 TRUSTEE MARTILOTTA: But it's -- look, I want
4 to fix. The Attorney's --

5 AUDIENCE MEMBER: They said no.

6 TRUSTEE MARTILOTTA: -- told us how we can
7 do it.

8 MICHAEL OSINSKI: You don't have to listen
9 to him.

10 (Outburst From Audience)

11 MAYOR HUBBARD: Hey, just let him finish
12 speaking, please.

13 TRUSTEE MARTILOTTA: Whatever it is that we
14 can do, I would support to get you on. Like I want
15 you guys on. Like we're all neighbors. Like I
16 don't -- the idea that I was trying to do something
17 underhanded, that I'm on there is crazy. Like
18 that's not what it's about. Like we're all going
19 to leave here and we're all going to live within
20 four blocks of each other tomorrow.

21 You know, I -- you were saying you want us to
22 support, so sure, like whatever it is. Like I want
23 you guys on it. I mean, this -- that's what
24 this -- this is America, this is great. You know,
25 we've got all these people running for these

1 offices, this is what it should be. I don't know.
2 I'm not -- I'm not being very eloquent about it,
3 but like the Attorney said he's going to help us
4 figure some way to get you guys -- to get this
5 straightened out. I want this straightened out.

6 LIZ GILLOOLY: If I may.

7 AUDIENCE MEMBER: Do it now and worry about
8 the attorneys later.

9 TRUSTEE MARTILOTTA: So --

10 LIZ GILLOOLY: May I make a suggestion on how
11 to move forward with this.

12 TRUSTEE MARTILOTTA: Sure.

13 MAYOR HUBBARD: Are you finished?

14 TRUSTEE MARTILOTTA: Yeah, sure.

15 LIZ GILLOOLY: Liz Gillooly, 2390 Kerwin
16 Boulevard. There is no provision in the law that
17 would prevent you from extending the deadline for
18 the formal acceptance. Extend the deadline tonight
19 to Monday and have those acceptance letters sent.
20 They will all be sent and this will be done.

21 (Applause)

22 JOHN SPIRIDAKIS: John Spiridakis, 480 Dawn
23 Drive, Greenport. In terms of the resolution,
24 which is a great idea, I think we all agree, it's
25 very simple. The letter was totally erroneous,

1 misleading. You can just -- it was -- it was a
2 letter that misled, and you can base the -- your
3 emotion on the letter. It's all about the letter.
4 The letter said you are accepted, you are -- you're
5 on the ballot, only send us a declination letter.
6 That means you got the job, let us know if you
7 don't want it.

8 (Applause)

9 ATTORNEY PROKOP: My recommendation is -- I'm
10 sorry, Mayor.

11 MAYOR HUBBARD: Yeah. No. Will you allow me
12 to speak for a minute without interruptions?

13 (Affirmative Response)

14 MAYOR HUBBARD: Thank you very much. What I
15 tried to say before was when I heard all this and
16 everything else, and the repercussions, everything
17 that was going on, I did nothing underhanded. I
18 did not try to keep anybody off the ballot. I
19 mean, I've run four times before, I was the top
20 vote-getter the four times before. I've done as
21 best job I can for the Village and everything else,
22 and a lot of you people here signed by petition. I
23 supported the projects and I tried to do what's
24 good for the Village.

25 At this point, you know, I see everybody's

1 angry. I don't like the way this is going. The
2 last day-and-a-half has been hell for me, also, you
3 know, nonstop phone calls and everything else,
4 figuring out what we could do to make this right.

5 Right now, I'm going to offer a motion to put
6 the seven names back on the ballot, and we'll take
7 whatever repercussions have legally with that.

8 (Appause)

9 TRUSTEE PHILLIPS: And I'll second that.

10 MAYOR HUBBARD: Can I get a --

11 TRUSTEE PHILLIPS: Mayor, I'll second that.

12 MAYOR HUBBARD: Okay. I have a motion and a
13 second to reinstate the seven names on the ballot,
14 and take whatever legal proceedings we need to do
15 to make sure that it's validated to get them on.

16 TRUSTEE PHILLIPS: Mayor. Mayor, could you
17 ask for a roll call vote? Could the Village
18 Administrator or the Village Attorney do it,
19 please, so that we all have a voice in it?

20 ADMINISTRATOR PALLAS: Sure.

21 (Roll Call by Administrator Pallas)

22 TRUSTEE CLARKE: Aye.

23 TRUSTEE ROBINS: Yes.

24 TRUSTEE MARTILOTTA: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 MAYOR HUBBARD: Yes.

2 Motion is carried.

3 (Applause)

4 (Discussion in Audience)

5 TRUSTEE CLARKE: Mr. Mayor. Mr. Mayor.

6 MAYOR HUBBARD: Just wait. Okay. Is there
7 anybody else that wishes to have discussion on the
8 public to address the Board?

9 LISA GILLOOLY: The only other thing --
10 Lisa Gillooly, Sterling Street. I think the
11 suggestion that these seven candidates can put
12 their acceptance letter in so that their files are
13 complete, I wonder if it's worthwhile doing one
14 more resolution extending the deadline to accept
15 their acceptance, so that when these legal things
16 start coming on your doorstep, that you have what
17 you need in their files.

18 (Applause)

19 MAYOR HUBBARD: Okay. I'll offer a
20 resolution that we extend the deadline to accept
21 the declination/acceptance letters from the seven
22 candidates until Monday morning.

23 TRUSTEE ROBINS: Second.

24 TRUSTEE CLARKE: Second.

25 TRUSTEE PHILLIPS: Second.

1 TRUSTEE MARTILOTTA: Second.

2 (Applause)

3 MAYOR HUBBARD: Second. Call the roll?

4 TRUSTEE PHILLIPS: Yeah.

5 (Roll Call by Administrator Pallas)

6 TRUSTEE CLARKE: Aye.

7 TRUSTEE ROBINS: Aye.

8 TRUSTEE MARTILOTTA: Aye.

9 TRUSTEE PHILLIPS: Aye.

10 MAYOR HUBBARD: Yes.

11 Motion carried.

12 (Applause)

13 TRUSTEE CLARKE: Mr. Mayor.

14 MAYOR HUBBARD: Yes.

15 TRUSTEE CLARKE: I would like to address the
16 suggestions from former Mayor Nyce, that we make a
17 motion tonight to appoint the Deputy Clerk as our
18 election officer and remove the -- any further
19 election responsibilities --

20 (Applause)

21 TRUSTEE PHILLIPS: Can we do that? We can't
22 do that. We can't do that.

23 TRUSTEE CLARKE: I see the -- I see a lot of
24 shaking heads.

25 TRUSTEE PHILLIPS: I think, Trustee Clarke,

1 what -- unfortunately, New York State Law, Election
2 Law, states that the Village Clerk is in control,
3 and is in control from the beginning to the end for
4 the election. I believe that --

5 AUDIENCE MEMBER: The beginning of what?

6 TRUSTEE PHILLIPS: Let me speak, because I
7 don't tolerate, okay? I'm blunt and to the point
8 and I always have been.

9 I do believe that we need to secure some type
10 of oversight for the Village Clerk somehow, whether
11 it's someone. And I am going to go on the
12 suggestion of the Village Attorney, that we give
13 the confidence to the community that the
14 information that is needed to continue this
15 election is given out and provided for anyone that
16 asks for it. So I don't know how that would work,
17 I don't know how that would go, but that is my
18 suggestion.

19 TRUSTEE CLARKE: I second your idea. I'm
20 sorry I spoke out of something that was against
21 State Law. But I do believe that former Mayor
22 Nyce's suggestion to --

23 (Lights Went Out)

24 ADMINISTRATOR PALLAS: Somebody's leaning on
25 the switch. Thank you.

1 MAYOR HUBBARD: Somebody's leaning against
2 the light switch.

3 TRUSTEE MARTILOTTA: I think it's over there.

4 TRUSTEE CLARKE: I do believe that his
5 suggestion that oversight be provided, and his
6 second suggestion, that the Mayor step away from
7 oversight, and allow us to remain, you know,
8 neutral in this process, and allow someone else,
9 the Village Attorney is a fine suggestion for me,
10 or any other qualified candidate, who take the
11 responsibility for the remainder of our election.

12 ATTORNEY PROKOP: So I think the -- I was
13 going -- I'm going to suggest that you add a
14 resolution retaining that law firm -- excuse me,
15 those two attorneys. And I think that you could
16 make it part of that resolution, that they'll --
17 you know, in conjunction with their retainer, that
18 they oversee --

19 TRUSTEE CLARKE: Fine.

20 ATTORNEY PROKOP: They oversee working with
21 the Village Clerk.

22 I also -- I also will pledge myself to the
23 community, which I've worked for now for so many
24 years, and the fair -- to the fairness of this
25 election, and the -- that proper information is

1 disseminated to make sure that the election is
2 conducted in -- to the satisfaction of everybody
3 involved, whatever the result might be.

4 TRUSTEE CLARKE: So the words to be added to
5 the engagement letter resolution that was provided
6 for tonight's meeting.

7 ATTORNEY PROKOP: That they -- that
8 Mr. Leventhal and Mr. Ciampoli provide oversight
9 for the Village -- of the Village elections, and
10 the Vil -- the Office of the Village Clerk in
11 conducting those elections, including, including
12 the operation of the actual Election Day.

13 TRUSTEE CLARKE: Very good.

14 ATTORNEY PROKOP: Which is what we intended
15 anyway, but now will be in the resolution that
16 they'll provide that service.

17 TRUSTEE CLARKE: Thank you.

18 ATTORNEY PROKOP: And they are -- you know, I
19 want to say, they are respected through -- those
20 two people, we're very fortunate to have both of
21 them. They're respected throughout the state as
22 experts in election procedures and law.

23 TRUSTEE CLARKE: Very good. Furthermore, I
24 just want to add a comment to the public, that I
25 know for myself, and I know from my experience that

1 there is no reason whatsoever to have any thoughts
2 about either our Mayor or Deputy Mayor that should
3 be brought into question through this process and
4 procedure. I say that with the utmost respect.

5 We have not always agreed on everything, but
6 I can say as an outgoing Trustee that I know that
7 there is no way that any of this developed in any
8 possible fashion that could have been deliberate or
9 organized in any way. And I am very regretful for
10 any stain that it has put upon all of us that work
11 for this Village and for our constituents, and the
12 stain that it places onto Village Hall and anyone
13 in the Administration.

14 I don't believe that any of this was done
15 purposefully or with any malice or bad intent
16 whatsoever. And as such, I hope that through these
17 actions we can restore the faith and confidence in
18 your Village, so that we can continue in a
19 civilized manner to elect the future leaders and do
20 so in a process that we can be proud of.

21 (Applause)

22 MAYOR HUBBARD: Okay. Is there any other
23 discussion before we move on to the regular agenda?

24 KEVIN STUESSI: I have one more item to add,
25 please.

1 MAYOR HUBBARD: Okay.

2 KEVIN STUESSI: Law requires you to make it
3 publicly available when you're going to choose the
4 order on the ballots. I would ask that you commit
5 to a date that that is going to happen, and let all
6 of us candidates know tonight when that will occur.

7 ATTORNEY PROKOP: I think that based on
8 the --

9 MAYOR HUBBARD: Okay. I cannot give you a
10 date on that tonight until we get this law firm
11 hired to oversight -- oversee the election, and
12 there's also guidelines in the State Law of when
13 you do that, when the ballot is prepared. I do not
14 have the book with me right now.

15 KEVIN STUESSI: I have it memorized, that the
16 date by which you should have been doing this is
17 February 24th, which is --

18 TRUSTEE PHILLIPS: Tomorrow.

19 KEVIN STUESSI: -- tomorrow.

20 ATTORNEY PROKOP: Yeah, but we extended
21 the -- we extended the date for the letters to --
22 these certificates to be filed until Monday.

23 TRUSTEE PHILLIPS: Right.

24 ATTORNEY PROKOP: So I'm sure it will be
25 right after Monday. And all the candidates will be

1 notified, so they can come in and participate.

2 KEVIN STUESSI: Well, I can assure you all
3 seven of us will be in the Clerk's Office tomorrow.

4 (Laughter)

5 KEVIN STUESSI: If you could direct us to who
6 we should ask to file the documents. And if you
7 can commit tomorrow to confirming that you will
8 choose the order of the ballot on Monday. We know
9 who the candidates are, let's get this done.

10 (Applause)

11 MAYOR HUBBARD: Okay.

12 TRUSTEE ROBINS: And I would request that
13 everything that takes place now in relation to the
14 election is notified to the rest of the Village
15 Board members, so we can keep track of what's going
16 on and know that is everything has been followed.

17 (Applause)

18 MAYOR HUBBARD: Okay. Any other discussion
19 before we go to the regular agenda?

20 (No Response)

21 MAYOR HUBBARD: Okay. We're going to move on
22 to the regular agenda. If anybody wants to leave,
23 they can, or you're welcome to stay, please do.
24 Well, that's what I'm just saying, I know it's
25 going to get noisy.

1 MARGARET DE CRUZ: I wanted to say something.
2 I was in the back.

3 MAYOR HUBBARD: Okay. Just let the people go
4 out first and then you can speak.

5 (Members of the Public Exited the Firehouse)

6 MAYOR HUBBARD: Okay. I'll read *RESOLUTION*
7 *#02-2023-1, RESOLUTION adopting the February, 2023*
8 *agenda as printed.* So moved

9 TRUSTEE MARTILOTTA: Second.

10 ATTORNEY PROKOP: Question, on the motion.

11 MAYOR HUBBARD: All in favor?

12 ATTORNEY PROKOP: A question on the motion.

13 MAYOR HUBBARD: Oh.

14 ATTORNEY PROKOP: I think we need to add
15 *RESOLUTION #2-2023-24*, which will be to retain --

16 MAYOR HUBBARD: Okay. I don't have the copy
17 of that, but --

18 TRUSTEE CLARKE: Julia does.

19 TRUSTEE ROBINS: I think I do.

20 TRUSTEE PHILLIPS: I didn't print it out.

21 ATTORNEY PROKOP: We have a -- we have a --
22 it's going to be a Resolution to accept and
23 authorize the Mayor to sign a --

24 MAYOR HUBBARD: Oh, I read the resolution. I
25 didn't have a copy here in my package, so okay.

1 All right. I'll amend that first *resolution to*
2 *adopt a resolution for February, 2023, with the*
3 *addition of No. 24, which is the lawyer agreement.*

4 ATTORNEY PROKOP: And it's -- and the
5 resolution -- it's a motion -- excuse me. It's a
6 resolution accepting the retainer agreement, dated
7 February 23rd, 2023, from Leventhal, Mullaney and
8 Blinkoff, LLP, to provide election services at the
9 election, and from that firm -- from that firm by
10 Steven Leventhal, and also by John Ciampoli,
11 Esquire. And that further, that the -- that firm
12 will be notified, as will Mr. Ciampoli, that the
13 Board expects them to provide legal assistance and
14 oversight of the election process, and on --
15 assistance and oversight on Election Day to work
16 with the Village in the election process.

17 MAYOR HUBBARD: Right. We'll do that when we
18 get to No. 24.

19 ATTORNEY PROKOP: Okay, thank you.

20 MAYOR HUBBARD: You want all that added onto
21 the -- just to accept the agenda?

22 ATTORNEY PROKOP: Well, that --

23 TRUSTEE PHILLIPS: You just want to add.

24 ATTORNEY PROKOP: I'm sorry, I apologize. I
25 want -- that's the resolution I wanted to -- I

1 wanted to amend. Excuse me. I was suggesting we
2 amend that --

3 MAYOR HUBBARD: Amend No. 1 to add No. 24,
4 which is what I said, and then you added all
5 that in. Do you want that added in at the
6 beginning, and then do it again when we vote on it?

7 ATTORNEY PROKOP: No. We could do it again.
8 We could do it at the end when we get to 24.

9 MAYOR HUBBARD: Okay. Again, *RESOLUTION*
10 *#02-2023-1, resolution adopting the February, 2023*
11 *agenda, with the addition of No. 24, to hire the*
12 *legal firm to work on the election.* So moved.

13 TRUSTEE MARTILOTTA: Second.

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE CLARKE: Aye.

16 TRUSTEE ROBINS: Aye.

17 TRUSTEE MARTILOTTA: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 MAYOR HUBBARD: Aye.

20 Opposed?

21 (No Response)

22 MAYOR HUBBARD: Motion carried.

23 Trustee Clarke.

24 TRUSTEE CLARKE: *RESOLUTION #02-2023-2,*
25 *Accepting the monthly reports of the Greenport Fire*

1 *Department, Village Administrator, Village*
2 *Treasurer, Village Clerk, Village Attorney, Mayor*
3 *and Board of Trustees. So moved.*

4 TRUSTEE ROBINS: Second.

5 MAYOR HUBBARD: All in favor?

6 TRUSTEE CLARKE: Aye.

7 TRUSTEE ROBINS: Aye.

8 TRUSTEE MARTILOTTA: Aye.

9 TRUSTEE PHILLIPS: Aye.

10 MAYOR HUBBARD: Aye.

11 Opposed?

12 (No Response)

13 MAYOR HUBBARD: Motion carried.

14 TRUSTEE ROBINS: *RESOLUTION #02-2023-3,*
15 *RESOLUTION approving the application for membership*
16 *of Carol Chilton Miller to the Ladies Auxiliary of*
17 *the Greenport Fire Department, as approved by the*
18 *Greenport Fire Department Board of Wardens on*
19 *February 16th, 2023. So moved.*

20 TRUSTEE MARTILOTTA: Second.

21 MAYOR HUBBARD: All in favor?

22 TRUSTEE CLARKE: Aye.

23 TRUSTEE ROBINS: Aye.

24 TRUSTEE MARTILOTTA: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 MAYOR HUBBARD: Aye.

2 Opposed?

3 (No Response)

4 MAYOR HUBBARD: Motion carried.

5 TRUSTEE MARTILOTTA: *RESOLUTION #02-2023-4,*
6 *RESOLUTION approving the application for membership*
7 *of Amber Breese to the Ladies Auxiliary of the*
8 *Greenport Fire Department, as approved by the*
9 *Greenport Fire Department Board of Wardens on*
10 *February 16th, 2023. So moved.*

11 TRUSTEE PHILLIPS: Second.

12 MAYOR HUBBARD: All in favor?

13 TRUSTEE CLARKE: Aye.

14 TRUSTEE ROBINS: Aye.

15 TRUSTEE MARTILOTTA: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 MAYOR HUBBARD: Aye.

18 Opposed?

19 (No Response)

20 MAYOR HUBBARD: Motion carried.

21 TRUSTEE PHILLIPS: *RESOLUTION #02-2023-5,*
22 *RESOLUTION accepting a grant from New York State*
23 *Energy Research and Development Authority*
24 *("NYSERDA"), and authorizing Mayor Hubbard to sign*
25 *the Memorandum of Understanding between the Village*

1 *of Greenport and NYSERDA for the grant, to study*
2 *the ability of the solar/battery storages at the*
3 *Station One Fire House and Wastewater Treatment*
4 *Plant to charge and discharge to create a*
5 *dispatchable resource that can follow commands from*
6 *a microgrid control system to contribute additional*
7 *generation, or balance supply of on-site generation*
8 *with electric demand. So moved.*

9 TRUSTEE CLARKE: Second.

10 MAYOR HUBBARD: All in favor?

11 TRUSTEE CLARKE: Aye.

12 TRUSTEE ROBINS: Aye.

13 TRUSTEE MARTILOTTA: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 MAYOR HUBBARD: Aye.

16 Opposed?

17 (No Response)

18 MAYOR HUBBARD: Motion carried.

19 TRUSTEE CLARKE: *RESOLUTION #02-2023-6,*
20 *Authorizing Interim Treasurer Gaffga to perform*
21 *attached Budget Amendment #5149 to appropriate*
22 *General Fund Reserves for the purchase of a compact*
23 *multi-purpose vehicle per Resolution #07-2021-04,*
24 *and directing that Budget Amendment #5149 be*
25 *included as part of the formal meeting minutes of*

1 *the February 23rd, 2023 Regular Meeting of the*
2 *Board of Trustees. So moved.*

3 TRUSTEE ROBINS: Second.

4 MAYOR HUBBARD: All in favor?

5 TRUSTEE CLARKE: Aye.

6 TRUSTEE ROBINS: Aye.

7 TRUSTEE MARTILOTTA: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 MAYOR HUBBARD: Aye.

10 Opposed?

11 (No Response)

12 MAYOR HUBBARD: Motion carried.

13 TRUSTEE ROBINS: *RESOLUTION #02-2023-seven,*
14 *RESOLUTION authorizing Interim Treasurer Gaffga to*
15 *perform attached Budget Amendment #5150 to*
16 *appropriate Electric, Water, and Sewer Fund*
17 *Reserves for the purchase of a compact meter*
18 *reading vehicle per Resolution #07-2021-04, and*
19 *directing that Budget Amendment #5150 be included*
20 *as part of the formal meeting minutes of the*
21 *February 23rd, 2023 Regular Meeting of the Board of*
22 *Trustees. So moved.*

23 TRUSTEE MARTILOTTA: Second.

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE CLARKE: Aye.

1 TRUSTEE ROBINS: Aye.

2 TRUSTEE MARTILOTTA: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 TRUSTEE MARTILOTTA: *RESOLUTION #02-2023-8,*
9 *RESOLUTION authorizing Interim Treasurer Gaffga to*
10 *perform attached Budget Amendment #5151 to*
11 *appropriate General Fund reserves to fund repairs*
12 *to the Village Patrol and Pumpout Boats, and*
13 *directing that Budget Amendment #5151 be included*
14 *as part of the formal meeting minutes of the*
15 *February 23rd, 2023 Regular Meeting of the Board of*
16 *Trustees. So moved.*

17 TRUSTEE PHILLIPS: Second.

18 MAYOR HUBBARD: All in favor?

19 TRUSTEE CLARKE: Aye.

20 TRUSTEE ROBINS: Aye.

21 TRUSTEE MARTILOTTA: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 MAYOR HUBBARD: Aye.

24 Opposed?

25 (No Response)

1 MAYOR HUBBARD: Motion carried.

2 TRUSTEE PHILLIPS: *RESOLUTION #02-2023-9,*
3 *RESOLUTION authorizing Interim Treasurer Gaffga to*
4 *perform attached Budget Amendment #5152 to*
5 *appropriate Light Fund reserves to fund the*
6 *purchase of two Electric Department bucket trucks,*
7 *and directing that Budget Amendment #5152 be*
8 *included as part of the formal meeting minutes of*
9 *the February 23rd, 2023 Regular Meeting of the*
10 *Board of Trustees. So moved.*

11 TRUSTEE CLARKE: Second.

12 MAYOR HUBBARD: All in favor?

13 TRUSTEE CLARKE: Aye.

14 TRUSTEE ROBINS: Aye.

15 TRUSTEE MARTILOTTA: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 MAYOR HUBBARD: Aye.

18 Opposed?

19 (No Response)

20 MAYOR HUBBARD: Motion carried.

21 TRUSTEE CLARKE: *RESOLUTION #02-2023-10,*
22 *Authorizing Interim Treasurer Gaffga to perform*
23 *attached Budget Amendment #5153 to appropriate*
24 *General Fund reserves to fund the removal of the*
25 *east pier splashboard at the Mitchell Park Marina*

1 *dock, and directing that Budget Amendment #5153 be*
2 *included as part of the formal meeting minutes of*
3 *the February 23rd, 2023 Regular Meeting of the*
4 *Board of Trustees. So moved.*

5 TRUSTEE ROBINS: Second.

6 MAYOR HUBBARD: All in favor?

7 TRUSTEE CLARKE: Aye.

8 TRUSTEE ROBINS: Aye.

9 TRUSTEE MARTILOTTA: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 MAYOR HUBBARD: Aye.

12 Opposed?

13 (No Response)

14 MAYOR HUBBARD: Motion carried.

15 TRUSTEE ROBINS: *RESOLUTION #02-2023-11,*
16 *RESOLUTION authorizing Interim Treasurer Gaffga to*
17 *perform attached Budget Amendment #5154 to*
18 *appropriate General Fund reserves to fund the*
19 *replacement of 10 moorings, and directing that*
20 *Budget Amendment #5154 be included as part of the*
21 *formal meeting minutes of the February 23rd, 2023*
22 *Regular Meeting of the Board of Trustees. So moved*

23 TRUSTEE MARTILOTTA: Second

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE CLARKE: Aye.

1 TRUSTEE ROBINS: Aye.

2 TRUSTEE MARTILOTTA: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 TRUSTEE MARTILOTTA: *RESOLUTION #02-2023-12,*
9 *RESOLUTION authorizing Interim Treasurer Gaffga to*
10 *perform attached Budget Amendment #5155 to*
11 *appropriate Sewer Fund reserves to fund the*
12 *purchase of a replacement pump for the Sam Simeon*
13 *Nursing Home pump station, and directing that*
14 *Budget Amendment #5155 be included as part of the*
15 *formal meeting minutes of the February 23rd, 2023*
16 *Regular Meeting of the Board of Trustees.*

17 So moved.

18 TRUSTEE PHILLIPS: Second.

19 MAYOR HUBBARD: All in favor?

20 TRUSTEE CLARKE: Aye.

21 TRUSTEE ROBINS: Aye.

22 TRUSTEE MARTILOTTA: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 MAYOR HUBBARD: Aye.

25 Opposed?

1 (No Response)

2 MAYOR HUBBARD: Motion carried.

3 TRUSTEE PHILLIPS: *RESOLUTION #02-2023-13,*
4 *RESOLUTION authorizing Interim Treasurer Gaffga to*
5 *perform attached Budget Amendment #5157 to*
6 *appropriate Electric and Sewer Fund reserves to*
7 *fund upgrades of the computer servers and software*
8 *systems at the Village Power Plant and Village*
9 *Wastewater Treatment Plant, and directing that*
10 *Budget Amendment #5157 be included as part of the*
11 *formal meeting minutes of the February 23rd, 2023*
12 *Regular Meeting of the Board of Trustees.*

13 So moved.

14 TRUSTEE CLARKE: Second.

15 MAYOR HUBBARD: All in favor?

16 TRUSTEE CLARKE: Aye.

17 TRUSTEE ROBINS: Aye.

18 TRUSTEE MARTILOTTA: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 MAYOR HUBBARD: Aye.

21 Opposed?

22 (No Response)

23 MAYOR HUBBARD: Motion carried.

24 TRUSTEE PHILLIPS: Peter.

25 TRUSTEE CLARKE: *RESOLUTION #02-2023-14,*

1 *Authorizing Interim Treasurer Gaffga to make an*
2 *additional contribution in the amount of \$31,566.00*
3 *to the Volunteer Firefighter Department Length of*
4 *Service Award Program for the Village of Greenport*
5 *Fire Department. So moved.*

6 TRUSTEE ROBINS: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE CLARKE: Aye.

9 TRUSTEE ROBINS: Aye.

10 TRUSTEE MARTILOTTA: Aye.

11 TRUSTEE PHILLIPS: Aye.

12 MAYOR HUBBARD: Aye.

13 Opposed?

14 (No Response)

15 MAYOR HUBBARD: Motion carried.

16 TRUSTEE ROBINS: *RESOLUTION #02-2023-15,*
17 *RESOLUTION approving the attached Order Form and*
18 *Software Services Agreement Renewal Contract*
19 *between the Village of Greenport and The Wanderlust*
20 *Group, Inc. for the continuation of the provision*
21 *of online reservation services through the DOCKWA*
22 *system for the Mitchell Park Marina, and*
23 *authorizing Mayor Hubbard to sign the Software*
24 *Services Agreement. So moved.*

25 TRUSTEE MARTILOTTA: Second.

1 MAYOR HUBBARD: All in favor?

2 TRUSTEE CLARKE: Aye.

3 TRUSTEE ROBINS: Aye.

4 TRUSTEE MARTILOTTA: Aye.

5 TRUSTEE PHILLIPS: Aye.

6 MAYOR HUBBARD: Aye.

7 Opposed?

8 (No Response)

9 MAYOR HUBBARD: Motion carried.

10 TRUSTEE MARTILOTTA: *RESOLUTION #02-2023-16,*
11 *RESOLUTION approving the Public Assembly Permit*
12 *Application submitted by Amie Sponza on behalf of*
13 *Northeast Stage for the use of Mitchell Park from*
14 *7 p.m. through 9:30 p.m. on August 4th, 5th and*
15 *6th, 2023 for the annual Shakespeare in the Park*
16 *event, with two additional rehearsal dates to be*
17 *determined, and approving a waiver of the requisite*
18 *permit application fee. So moved.*

19 TRUSTEE PHILLIPS: Second.

20 MAYOR HUBBARD: All in favor?

21 TRUSTEE CLARKE: Aye.

22 TRUSTEE ROBINS: Aye.

23 TRUSTEE MARTILOTTA: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 MAYOR HUBBARD: Aye.

1 Opposed?

2 (No Response)

3 MAYOR HUBBARD: Motion carried.

4 TRUSTEE PHILLIPS: *RESOLUTION #02-2023-17,*
5 *RESOLUTION approving the closing of North Street*
6 *from First Street to Main Street, Main Street from*
7 *North Street to Front Street, and Front Street from*
8 *Main Street to the Carousel, from 11 a.m. through*
9 *12 noon on October 28th, 2023 with a rain date of*
10 *October 29th, 2023 for the Village-sponsored*
11 *Halloween Parade. So moved.*

12 TRUSTEE CLARKE: Second.

13 MAYOR HUBBARD: All in favor?

14 TRUSTEE CLARKE: Aye.

15 TRUSTEE ROBINS: Aye.

16 TRUSTEE MARTILOTTA: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 MAYOR HUBBARD: Aye.

19 Opposed?

20 (No Response)

21 MAYOR HUBBARD: Motion carried.

22 TRUSTEE CLARKE: *RESOLUTION #02-2023-18,*
23 *Awarding the contract for liquid sludge hauling to*
24 *Clear River Environmental Service Corp. - the*
25 *lowest bidder - at the prices on the attached Bid*

1 *Form, per the bid opening on February 9th, 2023;*
2 *and authorizing Mayor Hubbard to sign the contract*
3 *between The Village of Greenport and Clear River*
4 *Environmental Service Corp. So moved.*

5 TRUSTEE ROBINS: Second.

6 MAYOR HUBBARD: All in favor?

7 TRUSTEE CLARKE: Aye.

8 TRUSTEE ROBINS: Aye.

9 TRUSTEE MARTILOTTA: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 MAYOR HUBBARD: Aye.

12 Opposed?

13 (No Response)

14 MAYOR HUBBARD: Motion carried.

15 TRUSTEE ROBINS: *RESOLUTION #02-2023-19,*
16 *RESOLUTION approving the Sanitary Sewage Agreement*
17 *between The Village of Greenport and 160 Route 25*
18 *Medical LLC, authorizing the connection of*
19 *160 Route 25 Medical LLC to the existing Village of*
20 *Greenport Sewer system at the Owner's expense, and*
21 *authorizing Mayor Hubbard to sign the contract*
22 *between the Village of Greenport and 160 Route 25*
23 *Medical LLC. So moved.*

24 TRUSTEE MARTILOTTA: Second.

25 MAYOR HUBBARD: Discussion?

1 TRUSTEE CLARKE: Yes, Mr. Mayor. I thought
2 it would be important to follow through on our
3 commitment that we made over a year ago as a
4 unanimous Board, and to remind the public that we
5 did unanimously vote to support the project with
6 sewer service because of the promise of much needed
7 workforce, affordable, whatever type of housing we
8 can get. And so, at this time, I think we should
9 table the resolution until which time the Southold
10 Town Planning Board has made their determinations
11 and approvals.

12 (Applause)

13 TRUSTEE CLARKE: I would further encourage
14 the Board and the Administration to reply to the
15 request of the Southold Town Planning Board for our
16 comments and feedback, and to solicit feedback from
17 our Village of Greenport Planning Board members and
18 the public.

19 And, for the record, both the Mayor and all
20 of the Trustees are advocates of any concept of
21 affordable or workforce housing, which is why we
22 made this commitment over a year ago. But we want
23 to allow this project to follow its due course, and
24 as a result, I think we should table the resolution
25 until a future time.

1 MAYOR HUBBARD: Is there a second?

2 TRUSTEE ROBINS: I'll second that.

3 MAYOR HUBBARD: Okay. Could I have
4 Mr. Pallas call the roll?

5 ATTORNEY PROKOP: Can I -- before the vote,
6 can I ask a -- can I raise a question.

7 MAYOR HUBBARD: It's under discussion, yes.

8 ATTORNEY PROKOP: So it's my understanding
9 that we have a Notice of a Coordinated Review, is
10 that -- if I'm correct.

11 TRUSTEE PHILLIPS: That's what he's talking
12 about.

13 TRUSTEE ROBINS: Yeah.

14 ATTORNEY PROKOP: And did the Board want to
15 discuss now a response, or how did you want to
16 handle a response to that?

17 TRUSTEE CLARKE: Well, preliminary responses
18 have occurred from two Trustees in email. I have
19 not made any written response yet, nor has the
20 Deputy Mayor or Mayor that I've seen. And I
21 believe that, additionally, members of the
22 Administration, and members of the Planning Board,
23 and members of the community may have comments to
24 make. It is due by March 1st, so timing is quite
25 short. But I think by virtue of this meeting,

1 we're making it public. And I would say further to
2 that, that we should continue to make our comments
3 known, and then they could be coordinated through
4 the Administrator. And I don't know if they need
5 to be approved by resolution or not.

6 ATTORNEY PROKOP: So when you have a
7 coordinated -- the coordinated review process, one of
8 the things it does is it establishes Lead Agency.
9 So it notifies us, notifies the Village that, I
10 guess because of the sewer connection, or proposed
11 sewer connection, that we're -- we could be an
12 involved agency. And so we have the right to
13 comment as an involved agency, or we also have the
14 right to say that we would like to be Lead Agency.
15 I don't recommend that we be Lead Agency in the
16 project.

17 TRUSTEE CLARKE: No, neither do I.

18 ATTORNEY PROKOP: One of the other things
19 that you could do is vote as a Board to assemble
20 the various comments that have been received,
21 letters, and also the transcript of comments from
22 tonight, and to forward them to the Southold
23 Planning Board, or whatever Board is reviewing
24 this, so they have those comments. It's just a
25 suggestion.

1 TRUSTEE CLARKE: It's a good suggestion. So
2 you're recommending that we make a resolution
3 tonight to coordinate those comments and forward
4 them?

5 ATTORNEY PROKOP: Yes. In the past, our
6 resident comment -- our important resident and
7 Board Member comments along to the Town.

8 TRUSTEE CLARKE: Okay. Would you like me to
9 take a crack at it?

10 (Laughter)

11 ATTORNEY PROKOP: Sure.

12 TRUSTEE CLARKE: I'll try. I'd like to offer
13 the following resolution.

14 MAYOR HUBBARD: Okay. Well, first we have a
15 motion to table this.

16 TRUSTEE CLARKE: Oh, yes, sir.

17 MAYOR HUBBARD: And Joe's doing something
18 else from what we were tabling.

19 TRUSTEE PHILLIPS: Okay. And you're calling
20 a roll call vote, right?

21 ADMINISTRATOR PALLAS: Yes.

22 TRUSTEE PHILLIPS: Okay. This is on the
23 motion to table.

24 (ROLL CALL BY ADMINISTRATOR PALLAS)

25 TRUSTEE CLARKE: Aye. Yes, I'd like to table

1 the resolution.

2 TRUSTEE ROBINS: Aye.

3 TRUSTEE MARTILOTTA: No.

4 TRUSTEE PHILLIPS: Aye.

5 MAYOR HUBBARD: No.

6 ADMINISTRATOR PALLAS: Thank you.

7 MAYOR HUBBARD: Motion is tabled.

8 (Applause)

9 TRUSTEE CLARKE: Would you like to take it?

10 MAYOR HUBBARD: No, go right ahead.

11 TRUSTEE CLARKE: So I'd like to offer a
12 resolution. Do I need to put a number on it?

13 MAYOR HUBBARD: No, you could just add a
14 resolution in that you want to do coordinated
15 review and prepare comments for Southold Town
16 Planning.

17 TRUSTEE CLARKE: I'll offer RESOLUTION
18 #02-2023-19B.

19 (Laughter)

20 TRUSTEE CLARKE: To coordinate the feedback
21 and comments of the Board of Trustees, the Village
22 Administration, members of the Planning Board and
23 interested constituents, as well as the letters
24 written and read into the record this evening to
25 the Southold Town Planning Board by the date of

1 March 1st. So moved.

2 TRUSTEE PHILLIPS: Second.

3 MAYOR HUBBARD: All in favor?

4 TRUSTEE CLARKE: Aye.

5 TRUSTEE ROBINS: Aye.

6 TRUSTEE MARTILOTTA: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 MAYOR HUBBARD: Aye.

9 Opposed?

10 (No Response)

11 MAYOR HUBBARD: Motion carried.

12 Just as one comment in that, where it does
13 have medical office space in there, I think we
14 should make that a request from us that it stays
15 only office space and never retail as a stipulation
16 that goes to them.

17 (Applause)

18 MAYOR HUBBARD: So that can't become a strip
19 mall or anything else in the future as a recommendation
20 on that.

21 (Applause)

22 MAYOR HUBBARD: Everyone comfortable with
23 that?

24 TRUSTEE CLARKE: Yes.

25 TRUSTEE PHILLIPS: Yeah.

1 TRUSTEE MARTILOTTA: I'm very comfortable.

2 TRUSTEE PHILLIPS: No, I'm very comfortable.

3 ATTORNEY PROKOP: The second?

4 ADMINISTRATOR PALLAS: Who was the second on
5 that?

6 TRUSTEE PHILLIPS: I seconded that.

7 TRUSTEE MARTILOTTA: I'll second.

8 TRUSTEE PHILLIPS: No, I second.

9 TRUSTEE MARTILOTTA: Oh.

10 TRUSTEE PHILLIPS: I seconded it.

11 TRUSTEE MARTILOTTA: Oh, I'm sorry.

12 TRUSTEE PHILLIPS: That's okay.

13 TRUSTEE MARTILOTTA: Double second.

14 (Laughter)

15 MAYOR HUBBARD: Okay. So, Julia, you read
16 that one, right?

17 TRUSTEE ROBINS: Yeah.

18 MAYOR HUBBARD: All right.

19 TRUSTEE ROBINS: So that would be 20?

20 MAYOR HUBBARD: So Jack.

21 TRUSTEE PHILLIPS: Jack's turn, yeah.

22 TRUSTEE MARTILOTTA: Oh, I'm up?

23 MAYOR HUBBARD: You're No. 20.

24 TRUSTEE PHILLIPS: You're on 20.

25 TRUSTEE MARTILOTTA: Did 19B, all right.

1 *RESOLUTION #02-2023-20, RESOLUTION approving an*
2 *increase in the rates of the Village of Greenport*
3 *Summer Camp Program beginning in the 2023 season as*
4 *follows: From 800 per season to 1,120.00 per*
5 *season, with a pre-payment discount of 960.00 per*
6 *season if the pre-pay -- pre-payment is made on or*
7 *by June 1st, 2023. So moved.*

8 TRUSTEE PHILLIPS: Second.

9 MAYOR HUBBARD: All in favor?

10 TRUSTEE CLARKE: Aye.

11 TRUSTEE ROBINS: Aye.

12 TRUSTEE MARTILOTTA: Aye.

13 TRUSTEE PHILLIPS: Aye.

14 MAYOR HUBBARD: Aye.

15 Opposed?

16 (No Response)

17 MAYOR HUBBARD: Motion carried.

18 TRUSTEE PHILLIPS: *RESOLUTION #02-2023-21,*
19 *RESOLUTION rejecting the bid received for the*
20 *purchase of a Dodge Ram 2500 Big Horn Pick-Up Truck*
21 *for use by the Village of Greenport Fire Department*
22 *as a Chief's vehicle, per the bid opening on*
23 *December 1st, 2022 and directing Clerk Pirillo to*
24 *re-notice the bid for a Chief's vehicle*
25 *accordingly. So moved.*

1 TRUSTEE CLARKE: Second.

2 MAYOR HUBBARD: All in favor?

3 TRUSTEE CLARKE: Aye.

4 TRUSTEE ROBINS: Aye.

5 TRUSTEE MARTILOTTA: Aye.

6 TRUSTEE PHILLIPS: Aye.

7 MAYOR HUBBARD: Aye.

8 Opposed?

9 (No Response)

10 MAYOR HUBBARD: Motion carried.

11 TRUSTEE CLARKE: *RESOLUTION #02-2023-22,*

12 *Approving the request of the Village of Greenport*

13 *Carousel Committee to complete and submit the*

14 *Friends of Mitchell Park Funding Request Form for*

15 *the painting of specified horses in the Village of*

16 *Greenport Carousel, and authorizing liaison Trustee*

17 *Robins to complete and submit the funding request*

18 *paperwork on behalf of the Village of Greenport*

19 *Carousel Committee. So moved.*

20 TRUSTEE ROBINS: Second.

21 MAYOR HUBBARD: All in favor?

22 TRUSTEE CLARKE: Aye.

23 TRUSTEE ROBINS: Aye.

24 TRUSTEE MARTILOTTA: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 MAYOR HUBBARD: Aye.

2 Opposed?

3 (No Response)

4 MAYOR HUBBARD: Motion carried.

5 TRUSTEE ROBINS: *RESOLUTION #02-2023-23,*
6 *RESOLUTION approving all checks per the Voucher*
7 *Summary Report dated February 17th, 2023, in the*
8 *total amount of \$437,537.73 consisting of:*

9 o *All regular checks in the amount of*
10 *\$390,871.08, and*

11 o *All prepaid checks (including wire*
12 *transfers) in the amount of \$46,666.65.*

13 So moved.

14 TRUSTEE MARTILOTTA: Second.

15 MAYOR HUBBARD: All in favor?

16 TRUSTEE CLARKE: Aye.

17 TRUSTEE ROBINS: Aye.

18 TRUSTEE MARTILOTTA: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 MAYOR HUBBARD: Aye.

21 Opposed?

22 (No Response)

23 MAYOR HUBBARD: Motion carried.

24 TRUSTEE CLARKE: Mr. Mayor.

25 MAYOR HUBBARD: Yes.

1 TRUSTEE CLARKE: Could I request a few
2 moments in executive session to discuss litigation
3 that has come upon the Village with the Attorney?

4 MAYOR HUBBARD: Yes. All right. We're going
5 to do RESOLUTION #02-2023-24, RESOLUTION hiring --
6 you use the whole name on that, Joe, is that what
7 you wanted?

8 ATTORNEY PROKOP: Yes.

9 MAYOR HUBBARD: Leventhal, Mullaney and
10 Blinkoff, LLP as Attorneys to work on election
11 issues, and also have -- they will take on the role
12 of oversight of the ongoing Village election. Does
13 that cover it?

14 ATTORNEY PROKOP: Yes.

15 MAYOR HUBBARD: Okay. I so move.

16 TRUSTEE PHILLIPS: Second.

17 MAYOR HUBBARD: All in favor?

18 TRUSTEE CLARKE: Aye.

19 TRUSTEE ROBINS: Aye.

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 MAYOR HUBBARD: Aye.

23 Opposed?

24 (No Response)

25 MAYOR HUBBARD: Motion carried.

1 Okay. I want to thank everybody for coming.
2 It's good to see everybody. And we're going to go
3 to executive session for a litigation matter.

4 TRUSTEE CLARKE: Thank you, Mr. Mayor.
5 (The Meeting was Adjourned at 9:22 p.m.)

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

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

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

THAT, the above and foregoing contains a true and correct transcription of the proceedings taken on February 23, 2023.

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

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

Lucia Braaten

Lucia Braaten

MEMORANDUM OF UNDERSTANDING
between the
NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT
AUTHORITY
and
VILLAGE OF GREENPORT

THIS MEMORANDUM OF UNDERSTANDING (“MOU” or “Agreement”), dated as of February 7, 2023, is executed by and between the New York State Energy Research and Development Authority (“NYSERDA”), a New York public benefit corporation having its principal office and place of business at 17 Columbia Circle, Albany, New York 12203-6399, and Village of Greenport (“Awardee”) (each a “Party” and collectively, “Parties”) and shall become effective once it has been executed by each of the signatories for the Parties listed in this Agreement. This MOU constitutes a binding agreement on all signatory Parties.

WITNESSETH:

WHEREAS: The Awardee has been competitively selected under RFP 4942, “Net-Zero Resilience Preparation for Municipal and Rural Electric Providers”, to receive technical assistance for assessments, analysis, and planning with services provided by a NYSERDA qualified contractor (the “Contractor”).

WHEREAS: As established in RFP 4942, awards under Category A will result in a Memorandum of Understanding with the Awardee under which the Awardee and the NYSERDA Project Manager will coordinate the execution of the assessment study by a pre-qualified contractor.

WHEREAS: the Parties desire to enter this MOU for the purpose, among other things, of defining the responsibilities of the Parties and establishing certain operating principles with respect to selecting and managing the Contractor.

NOW THEREFORE, in consideration of the promises, mutual covenants and representations set forth herein and for other good and valuable consideration, the Parties hereto hereby agree as follows:

1. DEFINITIONS

- a. **Statement of Work:** the statement submitted to NYSERDA by Awardee in response to RFP 4942.
- b. **Scope of Work:** the work to be performed by the Contractor based on the Statement of Work.

2. SCOPE OF AGREEMENT: This MOU will facilitate collaboration between NYSERDA and the Awardee in the selection, management, and oversight of the Contractor to execute the Scope of Work.

3. ROLES AND RESPONSIBILITIES

a. Key Officials:

i. The Parties' key officials, specified below, will ensure maximum coordination and communication between the Parties. If the Parties make a change to a key official, it shall provide timely notice to the other Parties of such change. The notification shall include sufficient information to permit evaluation of any impact of such a change on coordination and communication between the Parties.

ii.

iii. The key officials for the Village of Greenport are:

Paul Pallas – Village Administrator
Village of Greenport
236 3rd Street, Greenport, NY 11944-1647
(631) 477-0248 ext. 219
pjpallas@greenportvillage.org

iv. The key officials for NYSERDA are

Harith Saam – Assistant Project Manager
New York State Energy Research and Development Authority
17 Columbia Circle
Albany, NY 12203
(518) 862-1090 ext. 3292
harith.saam@nyserda.ny.gov

Anna Brown – Innovation
New York State Energy Research and Development Authority
17 Columbia Circle
Albany, NY 12203
(518) 862-1090 ext. 3143
anna.brown@nyserda.ny.gov

b. The Parties agree that they shall have the following respective or joint obligations pursuant to this MOU:

i. NYSERDA shall:

1. Administer the competitive selection of the Contractor using NYSERDA's RFQL "Technical Assistance in Support of the NYS Clean Energy Transition" (RFQL 4810) contractor pool
2. Execute an agreement with the Contractor for the completion of the Scope of Work

3. Administer and manage the agreement with the Contractor, including receiving deliverables and invoices from the Contractor
 4. Provide funding to the Contractor in accordance with successfully completed deliverable milestones as established in the Scope of Work
- ii. Awardee shall:
 1. Work with NYSERDA to further refine the statement of work from its proposal
 2. Work with NYSERDA to review, evaluate, and select proposed statements of work from potential Contractors
 3. Act as the Contractor's primary point of contact for decisions regarding the direction, scope, and specific needs of the project.
 4. Review each deliverable submission and provide written feedback, either of approval or required changes, to NYSERDA and the Contractor
 5. Work with Contractor to submit invoices to NYSERDA for all approved and completed deliverables
 - iii. NYSERDA and Awardee shall:
 1. Work together to ensure that the Contractor meets all milestones as scheduled in the Scope of Work and that the deliverables are completed and meet the standards and needs of the Awardee.

4. INFORMATION SHARING

- a. Any Confidential Information shared by any Party shall be so marked. Each Party shall hold all Confidential Information received by the other Party hereunder in strict confidence, shall not disclose such Confidential Information to any other person or entity or use such Confidential Information for any other purposes set forth herein or as required by law or judicial order. The Parties shall use at least the same degree of care (not less than reasonable care) to protect the confidentiality of such Confidential Information as it uses to protect its own Confidential Information.
- b. Notwithstanding any other provision of this MOU, the Parties agree to keep all Confidential Information in strict confidence for a period of seven years from the date of receipt; provided, however, that the Parties shall maintain the strict confidence of any Confidential Information which may constitute information that is trade secret, confidential commercial, critical infrastructure, personally identifiable information, or customer information for so long as such Confidential Information remains a trade secret, confidential commercial, critical infrastructure, personally identifiable information, or customer information under applicable law. The Parties will at all times exercise reasonable care to safeguard such Confidential Information.
- c. The Parties agree only to disclose Confidential Information to those employees who need to know the Confidential Information and who have been informed of

its confidential nature and who agree to be bound by confidentiality provisions covering such information which are at least as restrictive as those contained in this MOU.

- d. The Parties acknowledge that NYSERDA and other New York State agencies and authorities are required to comply with the NYS Freedom of Information Law ("FOIL"), Public Officers Law, Article 6, which requires public access to information NYSERDA possesses, and other governmental parties have similar statutes in their own state that shall apply here with the same force and effect as New York's. Section 87(2)(d) of that law provides for exemptions to disclosure for records or portions thereof that "are trade secret or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." Information submitted to NYSERDA that the disclosing party wishes to have treated as proprietary and confidential trade secret information should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to exempt it from disclosure, including a written statement of the reasons why the information should be exempted. See Public Officers Law, Section 89(5) and the procedures set forth in 21 NYCRR Part 501 (NYSERDA; <https://www.nyserda.ny.gov/about/new-york-state-regulations>). By so marking such information, the disclosing party represents that information has actual or potential specific commercial or competitive value. Notwithstanding the foregoing paragraph, the Parties acknowledge and agree that bid information that is confidential or proprietary in nature or marked as such by the bidder shall be deemed "Confidential" and "Proprietary" and shall not be disclosed except in aggregated form in accordance with paragraphs (b) and (c) of this Section 6 or as otherwise required by FOIL or other law.

5. GENERAL

- a. The relationship between the Parties is solely that of independent contractors, and nothing contained herein shall be construed as creating any partnership, joint venture, agency, or any other relationship between them. Each Party will be solely responsible for payment of all compensation owed to its employees and employment-related taxes, as well as maintenance of appropriate worker's compensation for its employees and general liability insurance.
- b. Each Party and any of its employees, officers and representatives shall have no right, power or authority to bind the other Party, enter into an MOU, grant a promise, provide warranties, guarantees or commitments, transact any business in the other Party's name or on its behalf or incur any liability or expense for or on its behalf, and each Party shall remain an independent party, responsible for its own actions and covering its own expenses.

- c. The Parties will make reasonable efforts to collaborate regarding the preparation of any press release, public announcement, publication or media interview with respect to the subject matter of this MOU, a mere or minor mention being deemed hereby as insufficient to necessitate collaboration. In any such press release, public announcement publication, or media interview, the initiating Party shall notify the other Party regarding the publicity in which the subject matter of this MOU is to be referenced or described. The initiating Party shall credit the other Party and will identify that Party's contributions to the Project(s). Neither Party will represent that positions taken or advanced represent the opinions or positions of the other Party, the DPS or the State of New York.
 - d. Any notices sent or given under this MOU shall be sent to the Parties at their respective addresses set forth above (as such addresses may be modified in a written notice sent to the other Party in accordance with this paragraph) by certified mail, return receipt requested, by a recognized national overnight courier, or by electronic mail with delivery receipt. A notice sent by certified mail, return receipt requested shall be deemed delivered five (5) days after being properly posted. A notice sent by a recognized national overnight courier shall be deemed delivered on the next business day after being properly deposited with such courier. A notice sent by electronic mail shall be deemed delivered on the business day the notice is sent, as indicated by the time stamp on the notice, except for notices sent after business hours, which for purposes of this MOU shall be 8:00 am – 5:00 pm Eastern Prevailing Time ("EPT"), in which case the notice shall be deemed delivered on the following business day.
 - e. In the event that any provision of this MOU shall be held invalid or unenforceable for any reason, that provision shall be ineffective to the extent of such invalidity or unenforceability and such invalidity or unenforceability shall not affect any other provision of this MOU.
 - f. This MOU contains the entire understanding between the Parties and may not be modified in any manner except by written amendment executed by the Parties.
6. **TERM OF AGREEMENT.** The term of this MOU shall commence as of the date of the last signature below and shall continue for one year with the option to add time as deemed necessary to complete the work outlined in the Scope of Work.
7. **TERMINATION.** Either Party may terminate this Agreement or any requested services at any time upon ninety (90) days' prior written notice to the other Party. In the event that this Agreement is canceled or terminated in whole or in part, the Awardee will (a) direct the Contractor(s) to discontinue all work and the placement of all orders for materials, software and equipment otherwise required for the terminated services, as applicable; (b) cancel or direct the Contractor(s) to cancel all existing orders and subcontracts related to

performance of the terminated services, as applicable; c) take actions reasonably necessary, or as directed by NYSERDA in writing, for the protection and preservation of the work; and (d) issue a final invoice to NYSERDA indicating the reimbursement sought in connection with the terminated work.

8. **GOVERNING LAW** This MOU will be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions.
9. **NO ARBITRATION**. Disputes involving this MOU, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.
10. **SERVICE OF PROCESS**. In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), Awardee hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Awardee's actual receipt of process or upon NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Awardee must promptly notify NYSERDA, in writing, of each and every change of address to which service of process can be made. Service by NYSERDA to the last known address shall be sufficient. Awardee will have thirty (30) calendar days after service hereunder is complete in which to respond.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

[PLACE SIGNATORY PAGE ON FINAL PAGE OF MOU]

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed and delivered as a document under seal as of the date first above written.

New York State Energy Research and Development Authority

Signature: _____

Name: Wendy M. MacPherson

Title: Director of Contract Management

Date: _____

Village of Greenport

Signature: _____

Name: Paul Pallas

Title: Village Administrator

Date: _____

EXHIBIT B

GENERAL CONTRACT PROVISIONS, TERMS AND CONDITIONS

Article I

Definitions

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined below shall have, for all purposes of this Agreement, the respective meanings set forth below, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined.

(a) General Definitions:

Agreement: This Agreement shall consist of Page One and Exhibits noted thereon, all of which are made a part hereof as if set forth here in full.

Budget: The Budget set forth at Exhibit A hereto.

Cash-based Expenses: Those obligations of Contractor that shall be settled in cash.

Contract Administrator: NYSERDA's Director of Contract Management, Wendy M. MacPherson, or such other person who may be designated, in writing, by NYSERDA.

Contract Information: Recorded information regardless of form or characteristic first produced in the performance of this Agreement, that is specified to be compiled under this Agreement, specified to be delivered under this Agreement, or that is actually delivered in connection with this Agreement, and including the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable.

Expiration Date: The date, located on Page One, Item No. 7, beyond which any funding balances will be disencumbered, unless NYSERDA, in its sole discretion, elects to extend. Any extensions of this date are only effective if in writing.

Proprietary Information: Recorded information regardless of form or characteristic, produced or developed outside the scope of this Agreement and without NYSERDA financial support, provided that such information is not generally known or available from other sources without obligation concerning their confidentiality; has not been made available by the owner to others without obligation concerning its confidentiality; and is not already available to NYSERDA without obligation concerning its confidentiality. Under no circumstances shall any information included in the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable, be considered Proprietary Information.

Person: An individual, a corporation, an association or partnership, an organization, a business or a government or political subdivision thereof, or any governmental agency or instrumentality.

Responsible: Responsible or Responsibility means the financial ability, legal capacity, integrity and past performance of Contractor and as such terms have been interpreted relative to public procurements. See NYS Finance Law Section 163(1)(c).

Statement of Work: The Statement of Work attached hereto as Exhibit A.

Subcontract: An agreement for the performance of Work by a Subcontractor, including any purchase order for the procurement of permanent equipment or expendable supplies in connection with the Work.

Subcontractor: A person who performs Work directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor) but not including any employees of the Contractor or the Subcontractors.

Work: The Work described in the Exhibit A (including the procurement of equipment and supplies in connection therewith) and the performance of all other requirements imposed upon the Contractor under this Agreement.

Article II

Performance of Work

Section 2.01. Manner of Performance. Subject to the provisions of Article XII hereof, the Contractor shall perform all of the Work described in the Statement of Work, or cause such Work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Contractor shall perform the Work in accordance with the current professional standards and with the diligence and skill expected for the performance of work of the type described in the Statement of Work. The Contractor shall furnish such personnel and shall procure such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the Work in accordance with this Agreement.

Section 2.02. Project Personnel. It is understood and agreed that the Project Director identified at Item 3, Page One of this Agreement shall be responsible for the overall supervision and conduct of the Work on behalf of the Contractor and that the persons described in the Statement of Work shall serve in the capacities described therein. Any change of Project Director by the Contractor shall be subject to the prior written approval of NYSERDA. Such approval shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty (30) days after receipt of request for approval by NYSERDA, the requested change in Project Director shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall

notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to thirty (30) days.

Section 2.03. Title to Equipment. Title shall vest in the Contractor to all equipment purchased hereunder.

Article III

Deliverables

Section 3.01. Deliverables. All deliverables shall be provided in accordance with the Exhibit A, Statement of Work.

Article IV

Payment

Section 4.01. Payment Terms.

In consideration for this Agreement and as NYSERDA's full payment for the costs of the performance of all Work, and in respect of all other direct and indirect costs, charges or expenses incurred in connection therewith, NYSERDA shall pay to the Contractor amounts not to exceed the maximum amount set forth in Item 5, Page One of this Agreement. Subject to the provisions and restrictions contained herein, including, without limitation, the Prompt Payment Policy Statement attached hereto as Exhibit D, payment will be made according to the Milestone Billing Events set forth in Exhibit A, Statement of Work. NYSERDA is not obligated to make any payments beyond the Expiration Date of this contract. Any funding balances will be disencumbered at that time, unless NYSERDA, in its sole discretion, elects to extend the Expiration Date. Any changes to expiration dates will be effective only if in writing.

Section 4.02. Payments

(a) Invoicing: Subject to any applicable provisions set forth in Exhibit A, Statement of Work, at the completion of each Milestone Event, for projects not managed through NYSERDA's Salesforce application, the Contractor shall submit invoices electronically to NYSERDA's online invoice system at: <https://services.nyserda.ny.gov/Invoices/>. For projects managed through NYSERDA's Salesforce application, the Contractor shall submit the identified deliverables, including documentation reasonably sufficient to demonstrate completion and evidence of the Contractor's cost share, if applicable, and may request payment by NYSERDA of the amounts corresponding to the amounts indicated in Exhibit A, Statement of Work. The agreement number shown as Item 1 on page 1 of this Agreement, as well as the purchase order number, which will be generated and provided to the Contractor upon contract execution, should be referenced when submitting documentation of deliverables. Documentation shall be submitted electronically via email to the assigned Project Manager along with a statement "I hereby request that upon NYSERDA's approval of these deliverable(s), payment of the corresponding milestone payment amount be made in accordance with NYSERDA's Prompt Payment Policy, as detailed in the NYSERDA agreement" or, if this project is managed through

NYSERDA's Salesforce application, via NYSERDA's Salesforce Contractor Portal with the Contractor's log-in credentials.

Section 4.03. Final Payment. Upon final acceptance by NYSERDA of all deliverables contained in Exhibit A, Statement of Work, pursuant to Section 6.02 hereof, the Contractor shall submit an invoice for final payment with respect to the Work, together with such supporting information and documentation as, and in such form as, NYSERDA may require. All invoices for final payment hereunder must, under any and all circumstances, be received by NYSERDA prior to the Expiration Date of the contract. In accordance with and subject to the provisions of NYSERDA's Prompt Payment Policy Statement, attached hereto as Exhibit D, NYSERDA shall pay to the Contractor within the prescribed time after receipt of such invoice for final payment, the total amount payable pursuant to Section 4.01 hereof, less all progress payments/milestone payments previously made to the Contractor with respect thereto and subject to the maximum commitment set forth in Section 4.06 hereof.

Section 4.04. Release by the Contractor. The acceptance by the Contractor of final payment shall release NYSERDA from all claims and liability that the Contractor, its representatives and assigns might otherwise have relating to this Agreement.

Section 4.05. Maintenance of Records. The Contractor shall keep, maintain, and preserve at its principal office throughout the term of the Agreement and for a period of three years after acceptance of the Work, full and detailed books, accounts, and records pertaining to this Agreement, including without limitation, all data, bills, invoices, payrolls, time records, expense reports, subcontracting efforts and other documentation evidencing, or in any material way related to, Contractor's performance under this Agreement.

Section 4.06. Maximum Commitment. The maximum aggregate amount payable by NYSERDA to the Contractor shall be the amount appearing at Item 5 of page one of this Agreement. NYSERDA shall not be liable for any costs or expenses in excess of such amount incurred by the Contractor in the performance and completion of the Work.

Section 4.07. Audit. NYSERDA shall have the right from time to time and at all reasonable times during the term of this Agreement and for the maintenance period set forth in Section 4.05 hereof to inspect and audit any and all books, accounts and records related to this Agreement or reasonably necessary to the performance of an audit at the office or offices of the Contractor where they are then being kept, maintained and preserved pursuant to Section 4.05 hereof. Any payment made under the Agreement shall be subject to retroactive reduction for amounts included therein which are found by NYSERDA on the basis of any audit of the Contractor by NYSERDA, the State of New York or an agency of the United States not to constitute an allowable charge or cost hereunder.

Article V

Assignments, Subcontracts and Performance

Section 5.01. General Restrictions. Except as specifically provided otherwise in this Article, the assignment, transfer, conveyance, subcontracting or other disposal of this Agreement or any of the Contractor's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the express consent in writing of NYSERDA shall be void and of no effect as to NYSERDA.

Section 5.02. Subcontract Procedures. Without relieving it of, or in any way limiting, its obligations to NYSERDA under this Agreement, the Contractor may enter into Subcontracts for the performance of Work or for the purchase of materials or equipment. Prior to beginning any Work, Contractor shall notify the NYSERDA Project Manager of all subcontractors performing work under the Agreement, as well as all changes in subcontractors throughout the term of the Agreement. Except for a subcontractor or supplier specified in a team arrangement with the Contractor in the Contractor's original proposal, and except for any subcontract or order for equipment, supplies or materials from a single subcontractor or supplier totaling less than \$50,000, the Contractor shall select all subcontractors or suppliers through a process of competitive bidding or multi-source price review. A team arrangement is one where a subcontractor or supplier specified in the Contractor's proposal is performing a substantial portion of the Work and is making a substantial contribution to the management and/or design of the Project. In the event that a competitive bidding or multi-source price review is not feasible, the Contractor shall document an explanation for, and justification of, a sole source selection. The Contractor shall document the process by which a subcontractor or supplier is selected by making a record summarizing the nature and scope of the work, equipment, supplies or materials sought, the name of each person or organization submitting, or requested to submit, a bid or proposal, the price or fee bid, and the basis for selection of the subcontractor or supplier. An explanation for, and justification of, a sole source selection must identify why the work, equipment, supplies or materials involved are obtainable from or require a subcontractor with unique or exceptionally scarce qualifications or experience, specialized equipment, or facilities not readily available from other sources, or patents, copyrights, or proprietary data. All Subcontracts shall contain provisions comparable to those set forth in this Agreement applicable to a subcontractor or supplier, and those set forth in Exhibit C to the extent required by law, and all other provisions now or hereafter required by law to be contained therein. Each Subcontract shall make express reference to this Agreement, and shall state that in the event of any conflict or inconsistency between any Subcontract and this Agreement, the terms and conditions of this Agreement shall control as between Subcontractor and Contractor. For each Subcontract valued at \$100,000 or more, the Contractor shall obtain and maintain, pursuant to Section 4.05, a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form from such Subcontractor prior to the execution of the Subcontract. Such form shall be made available to the Contractor by NYSERDA. Each such Subcontract shall contain a provision whereby the Subcontractor warrants and guarantees that there is and shall be no actual or potential conflict of interest that could prevent the Subcontractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of the Subcontract and that the Subcontractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest. If this Agreement includes a provision requiring Contractor to make Payments to NYSERDA for the Sale or Licensing of a Product, each Subcontract shall include the provisions of Section 8.02, suitably modified to identify the parties. The Contractor shall submit to NYSERDA's Contract Administrator for review and written approval any subcontract(s)

specified in the Statement of Work as requiring NYSERDA approval, including any replacements thereof.

Section 5.03. Performance. The Contractor shall promptly and diligently comply with its obligations under each Subcontract and shall take no action that would impair its rights thereunder. The Contractor shall take no action, and shall take all reasonable steps to prevent its Subcontractors from taking any action, that would impair NYSERDA's rights under this Agreement. The Contractor shall not assign, cancel or terminate any Subcontract without the prior written approval of NYSERDA's Contract Administrator as long as this Agreement remains in effect. Such approval shall not be unreasonably withheld and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval by NYSERDA, the requested assignment, cancellation, or termination of the Subcontract shall be considered approved by NYSERDA. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to sixty (60) days.

Article VI

Schedule: Acceptance of Work

Section 6.01. Schedule. The Work shall be performed as expeditiously as possible in conformity with the schedule requirements contained herein and in the Statement of Work. The draft and final versions of all deliverables shall be submitted by the dates specified in the Exhibit A Schedule. It is understood and agreed that the delivery of the draft and final versions of such deliverables by the Contractor shall occur in a timely manner and in accordance with the requirements of the Exhibit A Schedule and Project Period noted in Item No. 7 of this Agreement.

Section 6.02. Acceptance of Work. The completion of the Work shall be subject to acceptance by NYSERDA in writing of all deliverables as defined in Exhibit A, Statement of Work. Where the specified deliverable is in the form of report, acceptance of such report is contingent on Contractor complying with all its obligations set forth in the corresponding task and that the report be complete, and sufficiently and accurately described.

Article VII

Force Majeure

Section 7.01. Force Majeure. Neither party hereto shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, acts of God or the public enemy, expropriation or confiscation of land or facilities, compliance with any law, order or request of any Federal, State, municipal or local governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, storms, explosions, accidents, riots, strikes, or the delay or failure to perform by any

Subcontractor by reason of any cause or circumstance beyond the reasonable control of such Subcontractor.

Article VIII

Rights in Information; Confidentiality

Section 8.01. Rights in Contract and Proprietary Information; Confidentiality.

(a) NYSERDA shall have the right to use, duplicate, or disclose Contract Information, in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so.

(b) The Contractor shall have the right to use Contract Information for its private purposes, subject to the provisions of this Agreement.

(c) NYSERDA shall have no rights to any Proprietary Information.

(d) No information shall be treated by NYSERDA as confidential unless such information is clearly so marked by Contractor at the time it is disclosed to NYSERDA; see Exhibit C regarding NYSERDA's obligations under the Freedom of Information Law. Under no circumstances shall any information included in the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, be considered confidential or Proprietary Information.

(e) The Contractor agrees that to the extent it receives or is given any information from NYSERDA or a NYSERDA contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon or instructions given by NYSERDA, unless another use is specifically authorized by prior written approval of the NYSERDA Project Manager. Contractor acknowledges that in the performance of the Work under this Agreement, Contractor may come into possession of personal information as that term is defined in Section 92 of the New York State Public Officers Law. Contractor agrees not to disclose any such information without the consent of NYSERDA.

(f) In conjunction with Contractor's performance of the Project, NYSERDA or other entities may furnish Contractor with information concerning the Work that is collected and stored by, or on behalf of, NYSERDA (the "Information"). The Contractor must follow the policies and procedures outlined in the **New York State Information Classification Policy (NYS-S14-002)** (<https://its.ny.gov/document/information-classification-standard>) and the **New York State Information Security Controls Standard** (<https://its.ny.gov/document/information-security-controls-standard>).

Any non-public, confidential, or proprietary Information will be kept confidential and will not, without NYSERDA's prior written consent, be disclosed by Contractor, Contractor's agents, employees, contractors or professional advisors, in any manner whatsoever, in whole or in part, and will not be used by Contractor, Contractor's agents, employees, contractors or professional advisors other than in connection with the Work. Contractor agrees to transmit the Information only to Contractor's agents, employees, contractors and professional advisors who need to know

the Information for that purpose and who are informed by Contractor of the confidential nature of the Information and who will agree in writing to be bound by the terms and conditions of this Agreement.

The NYS Office of Information Technology Services (ITS) establishes and regularly updates policies, standards, and guidelines for technology and information security (collectively referred to as "ITS Security Policies") for State Entities, including NYSERDA. Contractor shall conform to the requirements of ITS Security Policies when conducting work on behalf of NYSERDA including, but not limited to, application development, web development, hosting, or managing NYSERDA's sensitive data are required to comply with the NYS requirements. These requirements include, but are not limited to, the NYS Information Security Policy NYS-P03-002 which sets forth the minimum requirements, responsibilities, and accepted behaviors to establish and maintain a secure environment and achieve the State's information security objectives. In addition to this umbrella policy, the following standards establish specific minimum information security requirements:

- **Vulnerability Scanning Standard (NYS-S15-002)**
- **Security Logging Standard (NYS-S14-005)**
- **Patch Management Standard (NYS-S15-001)**
- **Encryption Standard (NYS-S14-007)**

A complete list of ITS Security Policies is available at: **<https://its.nv.gov/tables/technologypolicyindex>**.

Contractor shall notify NYSERDA's Information Security Officer immediately upon discovery or notification of any security breaches or vulnerabilities:

- **information.security@nyserda.ny.gov**
- (518) 862-1090 x3486

Contractor will keep a record of the location of the Information. At the conclusion of the Project Period, Contractor will return to NYSERDA all the Information and/or provide proof to NYSERDA that the Information was destroyed. Contractor also agrees to submit to an audit of its data security/destruction practices by NYSERDA or its representative during the contract term and for up to two (2) years following the expiration of the Agreement.

Additional information on the above can be found on the Doing Business with NYSERDA webpage at **<https://www.nyserda.ny.gov/About/Doing-Business-with-NYSERDA>**, as amended and superseded.

(g) If, in the course of performance of the Agreement, Contractor or Subcontractors (if any) encounter any information in NYSERDA's Salesforce or other database platforms that a reasonable person would identify as unrelated to the Agreement or otherwise inadvertently produced to Contractor or Subcontractors, Contractor shall notify NYSERDA immediately and neither Contractor nor Subcontractor shall use such inadvertently produced information for its own

use. Any Contractor access to NYSERDA information shall be used solely for NYSERDA-related matters. This shall include, but not be limited to, access to the Salesforce CRM.

Article IX

Warranties and Guarantees

Section 9.01. Warranties and Guarantees. The Contractor warrants and guarantees that:

(a) all information provided and all representations made by Contractor as a part of the Proposal Checklist or application, if any, submitted to NYSERDA in order to obtain this Agreement were, to the best of Contractor's knowledge, complete, true and accurate when provided or made;

(b) as of the Effective Date, it is financially and technically qualified to perform the Work, and is qualified to do business and is in good standing in all jurisdictions necessary for Contractor to perform its obligations under this Agreement;

(c) it is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, and New York State Executive Orders in effect during the contract term, if any, that may in any way affect the performance of this Agreement;

(d) the design, supervision and workmanship furnished with respect to performance of the Work shall be in accordance with sound and currently accepted scientific standards and engineering practices;

(e) all materials, equipment and workmanship furnished by it and by Subcontractors in performance of the Work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted scientific standards and engineering practices;

(f) neither the Contractor nor any of its employees, agents, representatives or servants has actual knowledge of any patent issued under the laws of the United States or any other matter which could constitute a basis for any claim that the performance of the Work or any part thereof infringes any patent or otherwise interferes with any other right of any Person;

(g) to the best of Contractor's knowledge, there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the Work or NYSERDA's rights hereunder;

(h) it has no actual knowledge that any information or document or statement furnished by the Contractor in connection with this Agreement contains any untrue statement of a material

fact or omits to state a material fact necessary to make the statement not misleading, and that all facts have been disclosed that would materially adversely affect the Work;

(i) all information provided to NYSERDA with respect to State Finance Law Sections 139-j and 139-k is complete, true and accurate;

(j) Contractor is familiar with and will comply with NYSERDA's *Code of Conduct for Contractors, Consultants, and Vendors* with respect to the performance of this Agreement, including, but not limited to, the provisions that ensure the appropriate use of public funds by requiring Contractors, Consultants and Vendors to refrain from policy advocacy on behalf of NYSERDA unless explicitly authorized, and in the manner described, under the terms of their Agreement; and to refrain from providing advocacy positions or opinions of their own that could be construed as those of NYSERDA (<http://www.nyserda.ny.gov/-/media/Files/About/Board-Governance/NYSERDA-Code-of-Conduct-Contractors.pdf>); and

(k) its rates for the indirect costs charged herein have been determined based on the Contractor's reasonably anticipated indirect costs during the term of the Agreement and calculated consistent with generally accepted accounting principles.

(l) Contractor shall at all times during the Agreement term remain Responsible, and Contractor agrees, if requested by NYSERDA, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

(m) Contractor represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The Contractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest.

Article X

Indemnification

Section 10.01. Indemnification. The Contractor shall protect, indemnify and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to Contractor's or its Subcontractors' performance of this Agreement. The obligations of the Contractor under this Article shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

Article XI

Insurance

"intentionally blank"

Article XII

Stop Work Order; Termination; Non-Responsibility

Section 12.01. Stop Work Order.

(a) NYSERDA may at any time, by written Order to the Contractor, require the Contractor to stop all or any part of the Work called for by this Agreement for a period of up to ninety (90) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this Section. Upon receipt of such an Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Order during the period of work stoppage consistent with public health and safety. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, NYSERDA shall either:

- (i) by written notice to the Contractor, cancel the Stop Work Order, which shall be effective as provided in such cancellation notice, or if not specified therein, upon receipt by the Contractor, or
- (ii) terminate the Work covered by such order as provided in the Termination Section of this Agreement.

(b) If a Stop Work Order issued under this Section is cancelled or the period of the Order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, if any, or a combination thereof, and in any other provisions of the Agreement that may be affected, and the Agreement shall be modified in writing accordingly, if:

- (i) the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement, and
- (ii) the Contractor asserts a claim for such adjustments within 30 days after the end of the period of Work stoppage; provided that, if NYSERDA decides the facts justify such action, NYSERDA may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

(c) If a Stop Work Order is not cancelled and the Work covered by such Order is terminated, the reasonable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

(d) Notwithstanding the provisions of this Section 12.01, the maximum amount payable by NYSERDA to the Contractor pursuant to this Section 12.01 shall not be increased or deemed to be increased except by specific written amendment hereto.

Section 12.02. Termination.

(a) This Agreement may be terminated by NYSERDA at any time during the term of this Agreement with or without cause, upon ten (10) days prior written notice to the Contractor. In such event, payment shall be paid to the Contractor for Work performed and expenses incurred prior to the effective date of termination in accordance with the provisions of the Article hereof entitled Payment and in reimbursement of any amounts required to be paid by the Contractor pursuant to Subcontracts; provided, however, that upon receipt of any such notice of termination, the Contractor shall cease the performance of Work, shall make no further commitments with respect thereto and shall reduce insofar as possible the amount of outstanding commitments (including, to the extent requested by NYSERDA, through termination of subcontracts containing provisions therefore). Articles VIII, IX, and X shall survive any termination of this Agreement, and Article XVII shall survive until the payment obligations pursuant to Article VIII have been met.

(b) NYSERDA specifically reserves the right to terminate this agreement upon its determination of excessive project schedule lapses or delays. NYSERDA also reserves the right to deny schedule extensions for project completion beyond those to which the parties agreed upon the initial execution of the agreement.

(c) NYSERDA specifically reserves the right to terminate this agreement in the event that the certification filed by the Contractor in accordance with State Finance Law Sections 139-j and 139-k is found to have been intentionally false or intentionally incomplete, or that the certification filed by the Contractor in accordance with New York State Tax Law Section 5-a is found to have been intentionally false when made. Terminations under this subsection (c) will be effective upon Notice.

(d) Nothing in this Article shall preclude the Contractor from continuing to carry out the Work called for by the Agreement after receipt of a Stop Work Order or termination notice at its own election, provided that, if the Contractor so elects: (i) any such continuing Work after receipt of the Stop Work Order or termination notice shall be deemed not to be Work pursuant to the Agreement, and (ii) NYSERDA shall have no liability to the Contractor for any costs of the Work continuing after receipt of the Stop Work Order or termination notice.

Section 12.03 Suspension or Termination for Non-Responsibility.

(a) Suspension. NYSERDA, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into

question the Responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as NYSERDA issues a written notice authorizing a resumption of performance under the Contract.

(b) Termination. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate NYSERDA officials or staff, this Agreement may be terminated by NYSERDA at the Contractor's expense where the Contractor is determined by NYSERDA to be non-Responsible. In such event, NYSERDA may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

Article XIII

Independent Contractor

Section 13.01. Independent Contractor.

(a) The status of the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Contractor, the Subcontractors, and their respective officers, agents, employees, representatives and servants, including the Project Director, shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege applicable to NYSERDA, including, without limitation, vicarious liability, professional liability coverage or indemnification, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit. It is understood and agreed that the personnel furnished by Contractor to perform the Work shall be Contractor's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered NYSERDA's employee(s) or agent(s), and shall remain the employees of Contractor, except to the extent required by section 414(n) of the Internal Revenue Code.

(b) Contractor expressly acknowledges NYSERDA's need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against NYSERDA, Contractor and/or Contractor's personnel by virtue of any act or omission on the part of NYSERDA or its employees. Accordingly, Contractor expressly covenants and agrees to notify NYSERDA of any such claim or event, including but not limited to, requests for accommodation and allegations of harassment and/or discrimination, immediately upon contractor's discovery of the same, and to fully and honestly cooperate with NYSERDA in its efforts to investigate and/or address such claims or events, including but not limited to, complying with any reasonable request by NYSERDA for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

Article XIV

Compliance with Certain Laws

Section 14.01. Laws of the State of New York. The Contractor shall comply with all of the requirements set forth in Exhibit C hereto.

Section 14.02. All Legal Provisions Deemed Included. It is the intent and understanding of the Contractor and NYSERDA that each and every provision of law required by the laws of the State of New York to be contained in this Agreement shall be contained herein, and if, through mistake, oversight or otherwise, any such provision is not contained herein, or is not contained herein in correct form, this Agreement shall, upon the application of either NYSERDA or the Contractor, promptly be amended so as to comply strictly with the laws of the State of New York with respect to the inclusion in this Agreement of all such provisions.

Section 14.03. Other Legal Requirements. The references to particular laws of the State of New York in this Article, in Exhibit C and elsewhere in this Agreement are not intended to be exclusive and nothing contained in such Article, Exhibit and Agreement shall be deemed to modify the obligations of the Contractor to comply with all legal requirements.

Section 14.04. Sexual Harassment Policy. The Contractor and all Subcontractors must have a written sexual harassment prevention policy addressing sexual harassment in the workplace and must provide annual sexual harassment training to all employees.

Article XV

Notices, Entire Agreement, Amendment, Counterparts

Section 15.01. Notices.

(a) All notices, requests, consents, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be in writing and shall be transmitted either:

1. via certified or registered United States mail, return receipt requested;
2. by facsimile transmission;
3. by personal delivery;
4. by expedited delivery service; or
5. by e-mail, return receipt requested.

Such notices shall be addressed as follows, or to such different addresses as the parties may from time-to-time designate as set forth in paragraph (c) below:

NYSERDA

Name: Wendy M. MacPherson

Title: Director of Contract Management

Address: 17 Columbia Circle, Albany, New York 12203

Facsimile Number: (518) 862-1091

E-Mail Address: Wendy.MacPherson@nyserda.ny.gov
Personal Delivery: Reception desk at the above address

Village of Greenport

Name: Paul Pallas
Title: Village Administrator
Address: 236 3rd Street, Greenport, NY 11944-1647
Facsimile Number:
E-Mail Address: pjpallas@greenportvillage.org

(b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

(c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Section 15.02. Entire Agreement; Amendment. This Agreement embodies the entire agreement and understanding between NYSERDA and the Contractor and supersedes all prior agreements and understandings relating to the subject matter hereof. Except for no-cost time extensions, which may be signed by NYSERDA and require no counter-signature by the Contractor, and except as otherwise expressly provided for herein, this Agreement may be changed, waived, discharged or terminated only by an instrument in writing, signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

Section 15.03. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Article XVI

Publicity

Section 16.01. Publicity.

(a) The Contractor shall collaborate with NYSERDA's Communications Department to prepare any press release and to plan for any news conference concerning the Work. In addition the Contractor shall notify NYSERDA's Communications Department regarding any media interview in which the Work is referred to or discussed.

(b) It is recognized that during the course of the Work under this Agreement, the Contractor or its employees may from time to time desire to publish information regarding scientific or technical developments made or conceived in the course of or under this Agreement. In any such information, the Contractor shall credit NYSERDA's funding participation in the Project, and shall state that "NYSERDA has not reviewed the information contained herein, and the opinions expressed in this report do not necessarily reflect those of NYSERDA or the State of New York." Notwithstanding anything to the contrary contained herein, the Contractor shall have the right to use and freely disseminate project results for educational purposes, if applicable, consistent with the Contractor's policies.

(c) Commercial promotional materials or advertisements produced by the Contractor shall credit NYSERDA, as stated above, and shall be submitted to NYSERDA for review and recommendations to improve their effectiveness prior to use. The wording of such credit can be approved in advance by NYSERDA, and, after initial approval, such credit may be used in subsequent promotional materials or advertisements without additional approvals for the credit, provided, however, that all such promotional materials or advertisements shall be submitted to NYSERDA prior to use for review, as stated above. Such approvals shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval, the promotional materials or advertisement shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to 180 days. If NYSERDA and the Contractor do not agree on the wording of such credit in connection with such materials, the Contractor may use such materials, but agrees not to include such credit.

EXHIBIT C

REVISED 12/19

STANDARD TERMS AND CONDITIONS
FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

The parties to the Agreement agree to be bound by the following clauses which are hereby made a part of the Agreement to the extent applicable:

1. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

2. WAGE AND HOURS PROVISIONS. If this is a public work Agreement covered by Article 8 of the Labor Law or a building service Agreement 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 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. Additionally, effective April 28, 2008, 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 Section 220 of the Labor Law shall be a condition precedent to payment by NYSERDA of any NYSERDA-approved sums due and owing for work done upon the project.

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement 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 NYSERDA a non-collusive bidding certification on Contractor's behalf.

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds \$5,000, the Contractor agrees, as a material condition of the Agreement, 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 Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Contractor and NYSERDA acknowledge and agree that all information, in any format, submitted to NYSERDA shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires otherwise, Contractor should submit information to NYSERDA in a non-confidential, non-proprietary format. FOIL does provide that NYSERDA may deny access to records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." [See Public Officers Law, § 87(2)(d)]. Accordingly, if the Agreement specifically requires submission of information in a format Contractor considers a proprietary and/or confidential trade secret, Contractor shall fully identify and plainly label the information "confidential" or "proprietary" at the time of disclosure. By so marking such information, Contractor represents that the information has actual or potential specific commercial or competitive value to the competitors of Contractor. Without limitation, information will not be

considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation concerning its confidentiality; (ii) made available by the owner to others without obligation concerning its confidentiality; or (iii) already available to NYSERDA without obligation concerning its confidentiality. In the event of a FOIL request, it is NYSERDA's policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations § 501.6 and any other applicable law or regulation. However, NYSERDA cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government (<http://www.dos.ny.gov/about/foil2.html>) and NYSERDA's Regulations, Part 501 <http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>

7. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. As a condition to NYSERDA's obligation to pay any invoices submitted by Contractor pursuant to this Agreement, Contractor shall provide to NYSERDA its Federal employer identification number or Federal social security number, or both such numbers when the Contractor has both such numbers. Where the Contractor does not have such number or numbers, the Contractor must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by Contractor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

8. CONFLICTING TERMS. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit C, the terms of this Exhibit C shall control.

9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

10. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

11. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), 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 NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify NYSERDA, in writing, of each and every change of address to which service of process can be made. Service by NYSERDA to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

12. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

13. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

15. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5884

<http://www.esd.ny.gov>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this Agreement, Contractors certify that whenever the total amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

16. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

17. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York

State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

18. PROCUREMENT LOBBYING. To the extent this Agreement is a “procurement contract” as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, NYSERDA may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

19. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding \$100,000 for the purchase of goods and services:

- a) Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).
- b) Prior to entering into such an agreement, the Contractor is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).
- c) Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSERDA with a completed Form ST-220-CA.

Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSERDA and made a part hereof and incorporated herein by reference.

NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

20. IRANIAN ENERGY SECTOR DIVESTMENT. In accordance with Section 2879-c of the Public Authorities Law, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law (See <https://ogs.ny.gov/iran-divestment-act-2012>).

21. COMPLIANCE WITH NEW YORK STATE DIESEL EMISSION REDUCTION ACT (DERA) OF 2006. Contractor shall comply with and, if applicable to this Agreement, provide proof of compliance with the New York State Diesel Emission Reduction Act of 2006 (“DERA”), Environmental Conservation Law (ECL) Section 19-0323, and the NYS Department of Environmental Conservation (DEC) Law implementing regulations under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel Fuel (ULSD) and Best Available Retrofit Technology

("BART"). Compliance includes, but is not limited to, the development of a heavy-duty diesel vehicle (HDDV), maintaining documentation associated with BART evaluations, submitting to and receiving DEC approval of a technology or useful-life waiver, and maintaining records where BART-applicable vehicles are primarily located or garaged. DEC regulation under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel and Best Available Technology for Heavy Duty Vehicles can be found at: <https://www.dec.ny.gov/regs/2492.html>.

22. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, regardless of whether the original of said contract is in existence.

EXHIBIT D

NYSERDA PROMPT PAYMENT POLICY STATEMENT

504.1. Purpose and Applicability. (a) The purpose of this Exhibit is to provide a description of Part 504 of NYSERDA's regulations, which consists of NYSERDA's policy for making payment promptly on amounts properly due and owing by NYSERDA under this Agreement. The section numbers used in this document correspond to the section numbers appearing in Part 504 of the regulations. (This is only a summary; the full text of Part 504 can be accessed at: (<http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>))

(b) This Exhibit applies generally to payments due and owing by the NYSERDA to the Contractor pursuant to this Agreement. However, this Exhibit does not apply to Payments due and owing when NYSERDA is exercising a Set-Off against all or part of the Payment, or if a State or Federal law, rule or regulation specifically requires otherwise.

504.2. Definitions. Capitalized terms not otherwise defined in this Exhibit shall have the same meaning as set forth earlier in this Agreement. In addition to said terms, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(a) "Date of Payment" means the date on which NYSERDA requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a Payment.

(b) "Designated Payment Office" means the Office of NYSERDA's Controller, located at 17 Columbia Circle, Albany, New York 12203.

(c) "Payment" means payment properly due and owing to Contractor pursuant to Article IV, Exhibit B of this Agreement.

(d) "Prompt Payment" means a Payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Exhibit in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(e) "Payment Due Date" means the date by which the Date of Payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Exhibit, in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(f) "Proper Invoice" means a written request for Payment that is submitted by a Contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as NYSERDA may reasonably require, including but not limited to any requirements set forth in Exhibits A or B to this Agreement; and addressed to NYSERDA's Controller, marked "Attention: Accounts Payable," at the Designated Payment Office.

(g)(1) "Receipt of an Invoice" means:

(i) if the Payment is one for which an invoice is required, the later of:

(a) the date on which a Proper Invoice is actually received in the Designated Payment Office during normal business hours; or

(b) the date by which, during normal business hours, NYSERDA has actually received all the purchased goods, property or services covered by a Proper Invoice previously received in the Designated Payment Office.

(ii) if the Agreement provides that a Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.

(2) For purposes of this subdivision, if the Agreement requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced NYSERDA for the portion working, completed or delivered, NYSERDA will not be in Receipt of an Invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(h) "Set-off" means the reduction by NYSERDA of a payment due a Contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the Contractor to NYSERDA.

504.3. Prompt Payment Schedule. Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Exhibit, the Date of Payment by NYSERDA of an amount properly due and owing under this Agreement shall be no later than thirty (30) calendar days, excluding legal holidays, after Receipt of a Proper Invoice.

504.4. Payment Procedures.

(a) Unless otherwise specified in this Agreement, a Proper Invoice submitted by the Contractor to the Designated Payment Office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the Designated Payment Office during normal business hours, such invoice shall be date-stamped. The invoice shall then promptly be reviewed by NYSERDA.

(b) NYSERDA shall notify the Contractor within fifteen (15) calendar days after Receipt of an Invoice of:

- (1) any defects in the delivered goods, property or services;
- (2) any defects in the invoice; or

(3) suspected improprieties of any kind.

(c) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If NYSERDA fails to notify a Contractor of a defect or impropriety within the fifteen (15) calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for Payment shall be reduced by the number of days between the 15th day and the day that notification was transmitted to the Contractor. If NYSERDA fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the Payment Due Date shall be calculated using the original date of Receipt of an Invoice.

(e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, NYSERDA shall make Payment, consistent with any such correction or resolution and the provisions of this Exhibit.

504.5. Exceptions and Extension of Payment Due Date. NYSERDA has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Exhibit, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the Payment Due Date:

(a) If this Agreement provides Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by this Agreement or other State or Federal mandate has not been submitted to NYSERDA on a timely basis, then the Payment Due Date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to NYSERDA and the date when NYSERDA has actually received such matter.

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the Contractor is specifically required by this Agreement or by other State or Federal mandate, whether to be performed by or on behalf of NYSERDA or another entity, or is specifically permitted by this Agreement or by other State or Federal provision and NYSERDA or other entity with the right to do so elects to have such activity or documentation undertaken, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when any such activity or documentation has been completed, NYSERDA has actually received the results of such activity or documentation conducted by another entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

(c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the Contract, prior to Payment, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when the State or Federal agency, or other contributing party to the Contract, has completed the

inspection, advised NYSERDA of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

(d) If appropriated funds from which Payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to NYSERDA, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when such funds are made available to NYSERDA.

504.6. Interest Eligibility and Computation. If NYSERDA fails to make Prompt Payment, NYSERDA shall pay interest to the Contractor on the Payment when such interest computed as provided herein is equal to or more than ten dollars (\$10.00). Interest shall be computed and accrue at the daily rate in effect on the Date of Payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a Payment shall be computed for the period beginning on the day after the Payment Due Date and ending on the Date of Payment.

504.7. Sources of Funds to Pay Interest. Any interest payable by NYSERDA pursuant to Exhibit shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related Payment.

504.8. Incorporation of Prompt Payment Policy Statement into Contracts. The provisions of this Exhibit shall apply to all Payments as they become due and owing pursuant to the terms and conditions of this Agreement, notwithstanding that NYSERDA may subsequently amend its Prompt Payment Policy by further rulemaking.

504.9. Notice of Objection. Contractor may object to any action taken by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to NYSERDA. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the notice address set forth in Exhibit B to this Agreement. The Vice President of NYSERDA, or his or her designee, shall review the objection for purposes of affirming or modifying NYSERDA's action. Within fifteen (15) working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the Contractor either that NYSERDA's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed thirty (30) working days.

504.10. Judicial Review. Any determination made by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Exhibit or any other review procedure that may be specified in this Agreement or by other law, rule, or regulation.

504.11. Court Action or Other Legal Processes.

(a) Notwithstanding any other law to the contrary, the liability of NYSERDA to make an interest payment to a Contractor pursuant to this Exhibit shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by NYSERDA after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2023 Period: 1 Trans Type: B2 - Amend Status: Batch
Trans No: 5149 Trans Date: 01/31/2023 User Ref: STEPHEN
Requested: S.GAFFGA Approved: Created by: STEPHEN 01/31/2023
Description: TO APPROPRIATE RESERVES FOR THE PURCHASE OF A SMALL COMPACT GENERAL MULTIPURPOSE VEHICLE PER VBR 07-2021-04
Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	20,135.85
A.8843.900	TRANSFER TO CAPITAL..	20,135.85
H.2816.500	TRANSFER FROM GENERAL..	20,135.85
H.1620.201	GENERAL MULTIPURPOSE VEHICLE	20,135.85
Total Amount:		80,543.40

VILLAGE OF GREENPORT

Budget Adjustment Form

Year:	2023	Period:	1	Trans Type:	B2 - Amend	Status:	Batch
Trans No:	5150	Trans Date:	01/31/2023	User Ref:	STEPHEN		
Requested:	S. GAFFGA	Approved:		Created by:	STEPHEN		01/31/2023
Description:	TO APPROPRIATE RESERVES FROM ELECTRIC, WATER, AND SEWER FUNDS FOR THE PURCHASE OF SMALL COMPACT METER READING VEHICLE PER VBR 07-2021-04				Account # Order:	No	
					Print Parent Account:	No	

Account No.	Account Description	Amount
E.5990	APPROPRIATED FUND BALANCE	12,081.51
E.0384	TRANSPORTATION EQUIPMENT	12,081.51
F.5990	APPROPRIATED FUND BALANCE	2,013.58
F.8310.406	METER READING..	2,013.58
G.5990	APPROPRIATED FUND BALANCE	6,040.76
G.8130.202	TRTMNT PLANT MISC EQUIPMENT..	6,040.76
Total Amount:		<u>40,271.70</u>

VILLAGE OF GREENPORT

Budget Adjustment Form

Year:	2023	Period:	1	Trans Type:	B2 - Amend	Status:	Batch
Trans No:	5151	Trans Date:	01/31/2023	User Ref:	STEPHEN		
Requested:	R. ALBANESE	Approved:		Created by:	STEPHEN		01/31/2023
Description:	TO APPROPRIATE GENERAL FUND RESERVES FOR THE REPAIRS OF THE VILLAGE PATROL BOAT AND VILLAGE PUMPOUT BOAT					Account # Order:	No
						Print Parent Account:	No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	5,000.00
A.7110.418	PARKS.. PUMP OUT BOAT EXPENSE	5,000.00
	Total Amount:	10,000.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2023 Period: 2 Trans Type: B2 - Amend Status: Batch
 Trans No: 5152 Trans Date: 02/06/2023 User Ref: STEPHEN
 Requested: P. PALLAS Approved: Created by: STEPHEN 02/06/2023
 Description: TO APPROPRIATE LIGHT FUND RESERVES FOR THE PURCHASE OF 2 Account # Order: No
 ELECTRIC DEPARTMENT BUCKET TRUCKS PER VBR 03-2022-11 Print Parent Account: No

Account No.	Account Description	Amount
E.5990	APPROPRIATED FUND BALANCE	432,462.00
E.0384	TRANSPORTATION EQUIPMENT	432,462.00
Total Amount:		864,924.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2023	Period: 2	Trans Type: B2 - Amend	Status: Batch
Trans No: 5153	Trans Date: 02/07/2023	User Ref: STEPHEN	
Requested: R. ALBANESE	Approved:	Created by: STEPHEN	02/07/2023
Description: TO APPROPRIATE GENERAL FUND RESERVES TO FUND THE EMERGENCY EAST PIER SPLASHBOARD REMOVAL, WORK COMPLETED IN JUNE 2022.			Account # Order: No
			Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	29,500.00
A.7230.401	MITCHELL MARINA CONTRACTUAL EXP	3,800.00
A.7230.408	MITCHELL MARINA R & M	25,700.00
Total Amount:		59,000.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2023 Period: 2 Trans Type: B2 - Amend Status: Batch
 Trans No: 5154 Trans Date: 02/08/2023 User Ref: STEPHEN
 Requested: R. ALBANESE Approved: Created by: STEPHEN 02/08/2023
 Description: TO APPROPRIATE GENERAL FUND RESERVES TO FUND THE REPLACEMENT OF 10 MOORINGS Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	29,200.00
A.7110.419	PARKS.. MOORING EXP	29,200.00
Total Amount:		58,400.00



dockwa

ACCOUNT # - jnc382

DOCKWA CONTRACT FORM

ACCOUNT INFORMATION -

CONTACT NAME	Stephen	LAST NAME	Gaffga
MARINA NAME	Mitchell Park Marina		
TAX STATUS	Taxable Entity	Tax Exempt	
CONTACT EMAIL(S)	sgaffga@greenportvillage.org		
PHONE NUMBER	631-477-2200		
PHYSICAL ADDRESS	115 Front Street		
CITY	Greenport		
STATE	NY		
ZIP	11944		

SUBSCRIPTION DETAILS -

PLAN NAME	Dockwa Optimize		
MARINA SIZE	Medium (50 - 99 assets)		
BILLING FREQUENCY	Annual		
SETUP FEE	With Setup Fee	<input type="checkbox"/>	No Setup Fee
SUPPORT	With Premium Support	<input checked="" type="checkbox"/>	Standard Support
SUBSCRIPTION TERM	12	months	



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ENROLLMENT -

Make change at contract renewal

Renewal Date: 3/29

ADDITIONAL TERMS -

DOCKWA PROCESSING FEE -

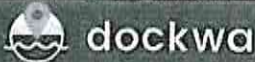
2.99%

RECURRING FEE BREAKDOWN

LINE ITEM	FREQUENCY	LIST PRICE (USD)	SALES PRICE (USD)
Dockwa Optimize	Annual	8,000.00	8000

TOTAL QUOTE AT SIGNING (EXCLUDING SALES TAX) 8,000.00

TOTAL CONTRACT VALUE (EXCLUDING SALES TAX) 8,000.00



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SOFTWARE SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this _____ (the Effective Date) between The Wanderlust Group, Inc., with a place of business at 449 Thames Street, Newport, RI 02840 ("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 use 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.

----- Signed for ("Customer")	----- Date
Stephen Gaffga Stephen Gaffga GEORGE W. HUBBARD, JR.	
----- Name (Print)	----- Title

----- Address	----- City/State/Zip
------------------	-------------------------

----- DocuSigned by: Dan Sules EFE9395667F64AD	----- Date
Signed for The Wanderlust Group, Inc.	2/7/2023
----- Dan Sules	----- Marina Success Manager
----- Name (Print)	----- Title

----- 449 Thames St	----- Newport / RI / 02840
----- Address	----- City/State/Zip



TERMS AND CONDITIONS

This Dockwa Software-as-a-Service (SaaS) Agreement (collectively with any documents incorporated by reference, the "Agreement" or the "Terms and Conditions") is by and between The Wanderlust Group, Inc. dba Dockwa ("Company") and the entity identified in the applicable order ("Customer"). (Each a "party" and collectively, the "parties").

THE EFFECTIVE DATE OF THIS AGREEMENT SHALL COMMENCE UPON CUSTOMER'S ACCEPTANCE OF THIS AGREEMENT BY CLICKING "ACCEPT" OR EXECUTING AN ORDER FORM THAT INCORPORATES THIS AGREEMENT BY REFERENCE. BY ACCEPTING THIS AGREEMENT CUSTOMER AGREES TO COMPLY AND BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. IF CUSTOMER DOES NOT HAVE AUTHORITY OR DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, CUSTOMER MAY NOT USE THE SERVICES.

1. SAAS SERVICE AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of or cancel passwords it deems inappropriate. "Services" mean the software-as-a-service applications and platform provided by Company as ordered/purchased by Customer under an Order Form, including support and maintenance of the SaaS, but excluding professional services. An "Order Form" means one or more ordering documents for purchases of Services and products, that are executed by Customer and Company from time to time. By entering into an Order Form, Customer agrees to be bound by the then current and/or updated version of this Agreement. Order Forms are incorporated into this Agreement.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Company's standard practice.

The Company will provide Technical Support to Customer via both telephone and electronic mail seven (7) days a week during the hours of 9:00 am through 5:00 pm Eastern time, with the exclusion of Federal Holidays ("Support Hours").

Customer may initiate a helpdesk ticket during Support Hours by calling (401) 236-8304 or any time by emailing support@dockwa.com.

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for time sharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's terms of service then in effect (available at <https://ahoy.dockwa.com/about-us/terms-of-service>) and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and

attorneys' fees) in connection with any claim or action that arises from a violation of the foregoing or otherwise from Customer's use of Services.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

2.4 Customer shall (a) be responsible for its users' compliance with this Agreement, (b) be responsible for the accuracy, quality, integrity, and legality of Customer Data and of the means by which Customer acquired Customer Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Company promptly of any such unauthorized access or use, (d) use the Services only in accordance with the documentation and applicable laws and government regulations, and (e) provide Company with assistance, information and materials that are reasonably requested as necessary to effectively provide the Services. "Customer Data" means any data of the Customer, regardless of whether in printed or electronic form, that is (i) provided to or accessed by Company in order for Company to perform its obligations under this Agreement, (ii) provided to Company by its users, or (iii) derived from Customer's use of the Software and Services. Customer Data expressly excludes any Aggregated Data as defined in Section 3.3.

2.5 Company may temporarily suspend Customer's and its users' access to the Services in the event that either Customer or any of its users is engaged in, or Company in good faith suspects Customer or any of its users is engaged in, any unauthorized conduct (including, but not limited to any violation of this Agreement including failure to pay any fees when due). Company will attempt to contact Customer prior to or contemporaneously with such suspension; provided, however, that Company's exercise of the suspension rights herein shall not be conditioned upon Customer's receipt of any notification. A suspension may take effect for Customer's entire account and Customer understands that such suspension would therefore include its user sub-accounts. Customer agrees that Company shall not be liable to Customer or any of its users or any other third party if Company exercises its suspension rights as permitted by this Section. Upon determining that Customer has ceased the unauthorized conduct leading to the temporary suspension to Company's reasonable satisfaction, Company shall reinstate Customer's and its users' access and use of the Services. Notwithstanding anything in this Section to the contrary, Company's suspension of Services is in addition to any other remedies that Company may have under this Agreement or otherwise, including but not limited to termination of this Agreement for cause. Additionally, if there are repeated incidences of suspension, regardless of the same or different cause and even if the cause or conduct is ultimately cured or corrected, Company may, in its reasonable discretion, determine that such circumstances, taken together, constitute a material breach.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality, and performance of the Service. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and



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(ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (a) is required to be disclosed by law.

3.2 As between Company and Customer, Customer owns all right, title and interest in and to the Customer Data.

3.3 As between Company and Customer, Company owns and retains all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with support for the Services, (c) Company Confidential Information and/or Aggregated Data, and (d) all intellectual property rights related to any of the foregoing. "Aggregated Data" is anonymous, statistical, analytical and other aggregated data that is collected automatically while performing the Services for the main purpose of improving the Services and that does not personally identify Customer or its users. Aggregated Data cannot be re-identified.

3.4 There are no licenses by implication under this Agreement and no rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees, including processing fees, described in the Order Form for the Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change its pricing as set forth in Section 5.1 below. Company may offer promotional pricing or offers which shall be applicable solely while such promotion or offer lasts, at Company's sole discretion. Company does not provide price protection or refunds in the event of promotions or price decreases.

4.2 If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit, provided that (i) Customer pays all undisputed amounts when due; (ii) Customer identifies the specific charge(s) in dispute and provides a reasonably detailed written explanation of the basis for the dispute; and (iii) Customer reasonably cooperates with Company in investigating and resolving the dispute. Inquiries should be directed to Company's customer support department.

4.3 The Customer agrees to enroll in automatic billing. The customer will authorize the Company, (a) to initiate recurring automated clearing house (ACH) debit entries or debit card payments from the checking or savings account you specify, or (b) to initiate recurring charges from your specified credit card.

4.4 The amount debited from the customer's checking or savings account or charged to the customer's credit card every billing period will be the amount indicated on the Order Form, or, for any renewal term, the price as of the date of such renewal set forth in our pricing page (<https://ahoy.dockwa.com/main-a-management/pricing>), plus additional charges billed to your account during the term, less credits or payments posted to your account. Once the enrollment is processed, all payments will be automatically withdrawn from the specified checking or savings account or charged to the designated

credit or debit card at the beginning of each subscription term, unless the Customer cancels the subscription in accordance with section 5. Customer understands and agrees that if Customer suspends or terminates its payments (or its payment authorization), and Customer does not cure such payment breach as set forth in Section 5.2, Company may, in accordance with Section 2.5, suspend all Services, including suspending Company's transaction payouts to Customer's bank account.

4.5 Company may choose to bill through an invoice, in which case full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice.

4.6 Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service.

4.7 Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

4.8 Payments by check must be mailed to:

Dockwa
P.O. Box 175
Freeport, ME 04032

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for an initial Subscription Term of twelve (12) months, and shall be automatically renewed for additional periods of the same duration as the initial Subscription Term (collectively, the Initial Subscription Term plus all renewal terms, the "Term"), unless either party requests not to renew at least thirty (30) days prior to the end of the then-current term. The pricing for any automatic renewal term will be the same as that during the immediately prior Subscription Term unless Company has given Customer written notice of a price change at least thirty (30) days before the end of the expiring Subscription Term, in which case the price change will be effective upon renewal. Customer understands and agrees that if Company agrees to provide Services to Customer in the future after Customer's subscription terminates for any reason, the amount Customer paid under any prior term or time period is not determinative of the amount Customer will pay should Company provide Services to Customer again.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement.

5.3 Customer will pay in full for the Services up to and including the last day on which the Services are provided. Company shall have the right to terminate this Agreement for convenience upon at least sixty (60) days prior written notice to Customer. If Company exercises such termination right, Company shall refund to Customer the amount of any pre-paid fees for the remainder of the terminated Term.

5.4 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for



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unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION. THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing.

The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customers use of the Service is not strictly in accordance with this Agreement; if, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense, (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY; (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

9.1. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full

force and effect and enforceable. This Agreement is not assignable, transferable or sublicenseable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement (and all documents incorporated herein) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. In the event of a conflict between this Agreement and any Order Form, or other document referencing this Agreement that is executed by both Parties, the Order Form shall govern. This Agreement, including each Order Form, shall prevail over any different, conflicting, inconsistent or additional terms contained in any purchase order or like document issued by Customer. All waivers and modifications to this Agreement must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. Customer agrees that, so long as this Agreement remains in effect and for a period of two (2) year following the termination or expiration hereof, it will not directly solicit for employment the employees of Company without Company's prior written consent; provided, however, that the foregoing prohibition shall not preclude the hiring by Customer of any individual who responds to a general solicitation or advertisement, whether in print or electronic form, only job postings and social networking sites.

9.2. Company can change, update, add or remove provisions of this Agreement at any time by posting the updated version online and by providing a notice on the Services. Any changes will become effective for Customer after Customer's then-current subscription expires or terminates. If Customer does not agree with such changes, Customer may choose not to renew Customer's subscription even if Customer previously agreed to automatic renewal for payment. Company may make changes to the Services at any time, provided that Company shall not materially diminish the quality of the Services. We will not be liable to Customer or any third-party should we exercise our right to modify the Services.

10. HARDWARE PRODUCTS TERMS

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY; (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



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HARDWARE PRODUCTS TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY. THESE TERMS APPLY SOLELY IN THE EVENT OF THE PURCHASE OF A HARDWARE PRODUCT.

THE TERMS AND CONDITIONS OF PRODUCT SALES ARE LIMITED TO THOSE CONTAINED HEREIN AND THOSE WITHIN AN ORDER FORM. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("BUYER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY MAKING AN ORDER FOR PRODUCTS FROM THE WANDERLUST GROUP, INC. DBA DOCKWA ("SELLER"), BUYER AGREES TO BE BOUND BY AND ACCEPTS THESE HARDWARE TERMS ("TERMS").

These Terms constitute a binding contract between BUYER and SELLER (as defined in the Order Form) and are referred to herein as either "Terms" or this "Agreement." BUYER accepts these Terms by placing an order with SELLER through an Order Form.

1. PRODUCTS

"Product" means the tangible hardware equipment (including point of sale devices) supplied by SELLER to BUYER in accordance with an Order Form that is accepted by SELLER.

2. PURCHASE PRICE

BUYER agrees to pay SELLER the price for the Products, in the amount and in accordance with the payment terms set forth in the Order Form. Prices for the Products will be listed at the time of BUYER's purchase. SELLER may change pricing and availability at any time. If BUYER does not submit immediate payment, SELLER may delay shipment of the Products until the full amount of BUYER's payment is received. The amounts BUYER pay for the Products are in addition to the fees BUYER pay for other business services that may be offered by SELLER and its affiliates (each, a "SELLER Service" or "Service") that are provided to BUYER under BUYER's agreements with SELLER, including the SELLER SaaS Agreement (collectively, the "SELLER Agreements").

Unless otherwise stated, the prices shown for the Products exclude taxes and shipping costs. SELLER will add all taxes and shipping costs to the total amount of BUYER's purchase, and show BUYER the final amount due before BUYER completes its purchase. BUYER is solely responsible for all taxes and shipping costs that apply to the Products that BUYER purchases.

These Purchase Terms apply to any Products that SELLER chooses to provide to BUYER at no cost, and BUYER's rights and obligations with respect to those Products do not change merely because BUYER did not pay for the Products.

3. TAXES

All prices and charges for Products provided hereunder are exclusive of any taxes applicable to the transaction, such as value added taxes, sales or use taxes, duties, or other taxes or levies imposed by any government, public authority, or government agency on BUYER's purchase of the Products hereunder, all of which are the responsibility of BUYER to pay, provided, for avoidance of doubt, that BUYER shall not be responsible for payment of any taxes based on the income, property or employment of employees by SELLER. In the event SELLER is ever assessed or threatened to be assessed taxes, fees, levies, penalties and/or fines regarding BUYER's failure to pay any taxes applicable to the transaction, BUYER agrees to indemnify SELLER for the amount claimed due from BUYER.

4. AVAILABILITY

Products are manufactured by third parties and resold by SELLER. While SELLER uses reasonable efforts to maintain sufficient supply of the Products, inventory shortages at SELLER's manufacturers and distributors may affect SELLER's ability to fulfil an order. If there is a delay in manufacture or distribution of a certain Product that SELLER believes will affect BUYER's order, SELLER will use reasonable efforts to notify BUYER of the delay and keep BUYER informed of the revised delivery schedule. SELLER is not obliged to accept any order, and SELLER may cancel accepted orders at any time if SELLER is unable to fulfil the order for any reason.

5. SHIPMENT AND DELIVERY

SELLER shall ship products to BUYER as set forth in the Order Form and upon payment of the purchase price specified in such Order Form. BUYER understands that all Products purchases must be paid in full prior to shipment of the Products to BUYER. Either party may notify the other of complications arising with these dates and will reschedule at that time. Exact delivery time cannot be guaranteed. SELLER will select the carrier that will ship the Products. SELLER will inform BUYER of the shipping fees (if any) before BUYER confirm BUYER's order. If SELLER provides BUYER with an estimated shipping or delivery date, that date is not guaranteed, and inventory shortages or events beyond SELLER's control could impact the delivery date. Also, many events beyond SELLER's control can affect the delivery of Products after SELLER provides them to the carrier. SELLER is not liable for late shipment or delivery, or any loss, damage, or penalty BUYER may incur from any delay in shipment or delivery, even if BUYER has paid an additional fee for expedited shipping. Despite any contrary terms in any invoice or purchase order, title and risk of loss for the Products passes to BUYER when SELLER delivers the Products to the address that BUYER provides. Unless otherwise agreed in an Order Form, SELLER only ships Products within the United States of America.

6. CANCELLATION/RETURN POLICY

(a) **Cancellation.** If BUYER submits an order, and SELLER accepts the order, BUYER is bound by the order unless SELLER cancels the order. If SELLER cancels BUYER's order, SELLER will fully refund the purchase price to BUYER. In the event BUYER cancels BUYER's order prior to shipment of the Products, SELLER will refund to BUYER within thirty (30) days the amount of BUYER's payment (if any) [LESS any expenses already incurred by SELLER] using the same method of payment BUYER used to purchase the Product.

(b) **Returns.** BUYER may return any Product in its original packaging and condition (including all accessories and components) within 30 days after the date of BUYER's purchase. To begin the return process for a Product, please contact SELLER at support@dockwa.com. SELLER will provide BUYER with return shipping instructions. If BUYER follows SELLER instructions, SELLER will cover the cost of return shipping and will refund BUYER's purchase price in full using the same method of payment BUYER used to purchase the Product. SELLER will not take title to any returned Product until the item arrives at the facility to which SELLER instruct BUYER to return the Product. Returns may be subject to a restocking fee. Notwithstanding the terms of this section to the contrary, BUYER agrees that any duties and taxes that may be recoverable by BUYER will not be charged or collected from SELLER. This clause does not limit any rights that BUYER might have to seek a refund under applicable law.



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7. USE OF THE PRODUCTS

(a) BUYER may only purchase the Products for BUYER's own use. BUYER may not otherwise resell, rent, lease or further distribute Products, or allow a third party to use Products that BUYER has purchased. SELLER reserves the right to refuse to sell or ship the Products to any person SELLER believes intends to use, resell, distribute or lease the Products in a manner prohibited by these Terms. The foregoing limitations will not apply to the extent prohibited by applicable law.

(b) BUYER agrees that use of the Products is subject to the additional terms of the original equipment manufacturer and/or of the provider of additional payment services applicable to point of sale devices (collectively, "Additional Terms"). Such Additional Terms are hereby incorporated by reference and you agree and accept that you are subject to and bound by those Additional Terms, including without limitation, Stripe's Terminal Device Software License Agreement and Stripe Terminal Services Terms (the "Stripe Agreements") and BUYER agrees to use the Products in a manner that is consistent with the terms of the Stripe Agreements.

(c) Additionally, BUYER must not and must not enable or permit any third party to:

- use a Product in any country other than the country to which SELLER shipped that product;

- represent, or use any technical measures in an attempt to represent, that the location of a Product is a location different from its actual physical location;

- use a Product to enable any party (including BUYER) to benefit from any activities SELLER has identified as a restricted business or activity. Restricted businesses include use of the Products in or for the benefit of a country, organization, entity, or person embargoed, blocked or on a sanctions list identified by any government, government body or supranational body; or

- (i) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of a Product Documentation, except as expressly permitted by applicable law; (ii) transfer any rights granted to BUYER under these Terms unless otherwise agreed between BUYER and SELLER in writing; (iii) work around any of the technical limitations implemented in a Product or enable functionality that is disabled or prohibited; (iv) reverse engineer or attempt to reverse engineer a Product except as expressly permitted by applicable law; (v) perform or attempt to perform any actions that would interfere with the normal operation of a Product or impact the use of the Products by other users; or (vi) impose an unreasonable or disproportionately large load on the SELLER Services.

(d) If SELLER suspects or knows that BUYER is using or have used Products for unauthorized, fraudulent, or illegal purposes, or in a manner that exposes BUYER, SELLER, or others to risks unacceptable to SELLER, SELLER may limit or disable the functionality of BUYER's Products, until such time as BUYER demonstrates to SELLER's reasonable satisfaction that SELLER's suspicion was unfounded, or BUYER provides SELLER with sufficient assurances that the unacceptable use has been appropriately mitigated and will not recur. Use of the Products in conjunction with any other products, such as hardware accessories, may lead to incompatibilities which may cause the Products to not function correctly. As a consequence, all such use is at BUYER's own risk. These Terms do not grant any rights or licenses in the Products other than as expressly stated in these Terms and the Terminal Device EULA.

8. LIMITED WARRANTY

SELLER will provide a one-time immediate Product replacement on any Product supplied by SELLER which failed during normal use. BUYER shall not be responsible for the cost of the replacement Product. At SELLER's option, BUYER may be responsible for the cost of shipping and other out of pocket expenses made by SELLER.

Additionally, the Product manufacturer provides a one-year limited warranty against defective materials and faulty workmanship in the Products. The warranty period starts on the date of BUYER's original purchase of the Product from SELLER and/or receipt of a Product replacement, as applicable, and ends one year after that date. If BUYER submits an additional claim during this warranty period that is within the scope of the manufacturer limited warranty, and BUYER follows SELLER's instructions for returning the Product, SELLER will at its option, to the extent permitted by applicable Law, either repair the Product, replace the Product, or refund to BUYER all or part of the purchase price of the Product. This limited warranty applies only to unaltered Products that are used in accordance with these Terms and not subject to accident, misuse, or neglect. This provision does not cover damage resulting from acts of God, flood, lightning, malicious software, BUYER'S negligence, alterations, mishandling, BUYER'S improper installation, or BUYER'S failure to protect such Product.

This limited warranty gives BUYER specific rights and is personal to BUYER. BUYER may not transfer this warranty to any other person. BUYER may have additional rights under applicable law, and this limited warranty does not affect those rights. To make a warranty claim, please contact us at support@dockwa.com. SELLER will provide BUYER with information about how to return Products and obtain a replacement Product.

BUYER ACKNOWLEDGES THAT BUYER'S SELECTION OF ANY PARTICULAR PRODUCT IS BASED ON BUYER'S OWN EVALUATION OF THE REQUIREMENTS OF BUYER'S BUSINESS AND BUYER'S EVALUATION OF THE FUNCTIONS, CAPACITIES AND SPECIFICATIONS OF THE PRODUCTS SELECTED. SELLER DOES NOT WARRANT THAT THE PRODUCTS WILL MEET ALL OR ANY OF BUYER'S REQUIREMENTS OR ANY REQUIREMENTS IMPOSED BY BUYER.

9. DISCLAIMER

THE PRODUCTS ARE PROVIDED AS-IS AND WITH ALL FAULTS, EXCEPT AS EXPRESSLY STATED IN THESE TERMS. SELLER, ITS AFFILIATES, AND THE RESPECTIVE SUPPLIERS, LICENSORS AND SERVICE PROVIDERS OF SELLER AND EACH SELLER AFFILIATE (EACH A "SELLER PARTY" AND TOGETHER THE "SELLER PARTIES") PROVIDE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, AND SELLER DISCLAIMS AND EXCLUDES ANY IMPLIED TERMS, REPRESENTATIONS, WARRANTIES, AND CONDITIONS WITH RESPECT TO THE PRODUCTS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, SATISFACTORY QUALITY AND NON-INFRINGEMENT, AS WELL AS ANY OTHER IMPLIED WARRANTIES, SUCH AS WARRANTIES REGARDING DATA LOSS, AVAILABILITY, ACCURACY, FUNCTIONALITY AND LACK OF VIRUSES. THESE DISCLAIMERS WILL APPLY EXCEPT TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT THEM. ANY WARRANTIES, GUARANTEES, OR CONDITIONS THAT CANNOT BE DISCLAIMED AS A MATTER OF LAW, BUT WHICH MAY BE LIMITED IN DURATION, LAST FOR ONE YEAR FROM THE DATE ON WHICH BUYER RECEIVES A PRODUCT.



10. LIMITATION OF LIABILITY

(a) UNDER NO CIRCUMSTANCES WILL ANY SELLER PARTY BE RESPONSIBLE OR LIABLE WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR OTHERWISE TO BUYER FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RESULTING FROM BUYER'S USE OR INABILITY TO USE THE PRODUCTS OR FOR THE UNAVAILABILITY OF THE PRODUCTS, FOR LOST PROFITS, PERSONAL INJURY TO THE EXTENT ALLOWED BY APPLICABLE LAW, OR PROPERTY DAMAGE, OR FOR ANY OTHER DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR RELATING TO THESE TERMS OR BUYER'S USE OF THE PRODUCTS, EVEN IF THOSE DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT BUYER OR THE SELLER PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. THE SELLER PARTIES ARE NOT LIABLE WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) UNDER STATUTE OR OTHERWISE AND FURTHER DENY RESPONSIBILITY FOR ANY DAMAGES, HARM, OR LOSSES TO BUYER ARISING FROM OR RELATING TO HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE PRODUCTS. THE SELLER PARTIES ARE NOT LIABLE, AND FURTHER DENY RESPONSIBILITY FOR ALL LIABILITY AND DAMAGES TO BUYER OR OTHERS WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR OTHERWISE CAUSED BY (I) BUYER'S OR BUYER'S EMPLOYEES', AGENTS', CONTRACTORS', END USERS', AND OTHER PERSONNEL'S ACCESS OR USE OF THE PRODUCTS INCONSISTENT WITH THE DOCUMENTATION; (II) ANY UNAUTHORIZED ACCESS OF SERVERS, INFRASTRUCTURE, OR DATA USED IN CONNECTION WITH THE PRODUCTS; (III) INTERRUPTIONS TO OR CESSATION OF THE PRODUCTS; (IV) ANY BUGS, VIRUSES, OR OTHER HARMFUL CODE THAT MAY BE TRANSMITTED TO OR THROUGH THE PRODUCTS; (V) ANY ERRORS, INACCURACIES, OMISSIONS, OR LOSSES IN OR TO ANY DATA PROVIDED TO US; (VI) THIRD-PARTY CONTENT PROVIDED BY BUYER OR BUYER'S EMPLOYEES, AGENTS, CONTRACTORS, END USERS, AND OTHER PERSONNEL, OR (VII) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHERS. The foregoing limitations will not apply to the extent prohibited by applicable law.

(b) Except to the extent prohibited by applicable law, BUYER agrees to limit any additional liability whether in contract, tort (including negligence), under statute or otherwise not disclaimed or denied by the SELLER Parties under these Terms to BUYER's direct and documented damages; and BUYER further agrees that under no circumstances will any such liability exceed in the aggregate the amount paid by BUYER to SELLER for the Products.

(c) Nothing in these Terms operates to exclude or limit liability for (i) death or bodily injury; or (ii) fraud or willful misconduct, to the extent that doing so would contravene applicable law.

11. MISCELLANEOUS

(a) BUYER may not assign any of the rights, interests, or obligations under these Terms without the prior written consent of SELLER. BUYER consents to receiving electronic notifications, which may be provided via a Web browser or e-mail application connected to the Internet. In addition, Internet connectivity requires access services from an Internet access provider. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

(b) These Terms will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA, without regard to conflict-of-laws principles. Any action or proceeding seeking to enforce any provision of these Terms or based on any right arising out of these Terms must be brought against any of the parties in the state and federal courts in Massachusetts, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to

such venue. If SELLER has to retain an attorney to interpret or enforce the provisions of these Terms, to rescind these Terms, or otherwise with respect to the subject matter of these Terms, even if an arbitration, suit, or action is not instituted, the SELLER will be entitled to recover from BUYER with respect to such issue, in addition to costs, reasonable attorney fees incurred in the consultation, preparation, prosecution or defense of such issue.

(c) These Terms, together with the Order Form (and including the documents and instruments referred to in these Terms) and any modifications as set forth below constitute the complete and exclusive agreement and understanding of the parties with respect to the subject matter of these Terms and supersede all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter. These Terms may not be explained or supplemented by any prior course of dealings or trade by custom or usage. SELLER reserves the right to make changes to these Terms at any time. Any use of the products or services by BUYER after 30 days shall be deemed to constitute acceptance by BUYER of such modifications if any provision contained in these Terms is or becomes invalid, illegal or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of these Terms; and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under Massachusetts law. Provisions in these Terms which by their nature are intended to survive termination (including indemnification obligations and limitations of liability) will survive termination of these Terms.



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DOCKWA PAYMENT AUTHORIZATION FORM

BILLING INFORMATION -

FIRST NAME

LAST NAME

BT FIDELITY BANK

Mitchell Park Marina

STREET ADDRESS

CITY

STATE

ZIP

PHONE

PAYMENT METHOD -

Electronic Funds Transfer

CREDIT CARD INFORMATION -

CARD NUMBER

EXPIRATION DATE

CITY

ELECTRONIC FUND TRANSFER INFORMATION -

NAME ON ACCOUNT

TYPE OF ACCOUNT

Checking

Savings

ACH ROUTING NUMBER

ACCOUNT NUMBER



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SIGNATURE -

I, the undersigned, hereby certify that the "dockwa" information above is correct, accurate and true to the best of my knowledge and belief, and that I am duly authorized to execute this document on behalf of the undersigned.

Signature of Authorized Employee: Stephen Gaffga

TITLE / POSITION

SIGNATURE OF AUTHORIZED EMPLOYEE

DATE

SANITARY SEWAGE AGREEMENT

This AGREEMENT, made this day of 2023 by and between the Village of Greenport, a municipal corporation having its offices at 236 Third Street, Greenport, New York 11944 (the “Village”) and 160 Route 25 Medical LLC, with an office and principal place of business at 160 Route 25, Greenport, New York 11944, (the “Owner”);

WITNESSETH

WHEREAS, the Owner owns the property 160 Route 25, Greenport, and is desirous of developing the currently vacant property owned by the Owner and located at 160 Route 25, Greenport (the “Property”) and which is more particularly described in Schedule A hereto, into a mixed use site with three separate buildings, each of which will have a mixed use of first floor of medical offices and second floor of residential units, in accordance with the attached site plan and with an associated accessory parking field, and which uses are otherwise described as follows:

- A. Thirty (30) single family residential units; with twenty (15) units below four hundred and fifty (450) square feet in area and twenty (15) units between four hundred and fifty (450) and six hundred (600) square feet in area; and
- B. Medical office spaces with a total area of four thousand eight hundred and forty-seven (4,847) square feet of medical space in each of the three buildings; and

WHEREAS an application for approval of the development by the Southold Town Planning Board is presently before the Southold Town Planning Board for consideration and

approved in advance by the Village. The System shall include, but shall not be limited to, sewage mains and lift stations using two inch (2") diameter ductile iron pipe for proper connection to the Village System and for the proper collection of sewage from the Project as outlined in the plans and specifications to be prepared for and by the Owner and submitted to the Village for the Village's approval, which approved plans and specifications shall be signed by the Village and the Owner and are or will be attached as Exhibit "B" to this Agreement and made part hereof.

SECOND: All engineering and construction necessary for the installation of the System, as well as from the connection at the Owner's property, and any other private or public property, to the Village's existing sewage main, located in Greenport, New York, shall be at the sole cost and expense of the Owner and it shall be the responsibility of the Owner to perform and construct same. The foregoing shall be referred to as the "Work", which shall be designed and constructed by the Owner and/or the Owner's engineers and/or subcontractors upon the prior approval of the Village. The Work shall be in accordance with the plans and specifications prepared by the Owner's engineers, to be approved by the Village's engineers in writing before the Owner commences the Work.

THIRD: The Property shall be developed in accordance with the description of units, use and area set forth above in this Agreement. There shall be three water meter connections, one to each of the three buildings, and a separate additional connection to any future building or buildings that may be constructed. A separate commercial sewer account shall be established for each of the three buildings and any future building or buildings. The sewer billing for each account and billing shall be based on the water consumption of the building, including a minimum sewer charge, and any future, and the minimum charge and sewer

possible action for the development of the Property as described in this Agreement and as set forth on the Site Plan annexed hereto; and

WHEREAS, said Owner represents that the Suffolk County Water Authority has agreed to furnish all of the water supply needs for the aforesaid Project; and

WHEREAS, said Owner, at its sole cost and expense, shall construct on its premises a complete sanitary sewage system (the "System"), including sewage mains, and sewage collection lift stations on portions of the property to be shown on an engineering report prepared for the Owner and furnished to the Village for approval by its engineer, provided that the Force Main will be made of a two inch (2") diameter ductile iron pipe, for which plans and specifications may, with the prior approval of the Village, be amended from time to time during the course of construction; and

WHEREAS, Owner shall construct and install the complete System, which, with the approval of the Village, and at the cost of the Owner, shall be connected to the Greenport Village Municipal Sewer System ("Village System"); and

WHEREAS, Owner will secure final approval for said project from the Southold Town Planning Board and the Town of Southold; and

WHEREAS, no final approval has yet been secured from the Suffolk County Department of Health for a sewage collection system, however the Village will assist in securing such approval upon the terms and conditions hereinafter stated.

NOW, THERFORE, in consideration of the mutual covenants herein it is mutually agreed as follows:

FIRST: The Owner agrees to install the System, at its own cost and expense, on the property described in Schedule "A" in a manner and with equipment and materials that are

billings for each account shall be the at the outside of Village commercial sewer rate in existence in the Village for the period that is billed.

FOURTH:

A. The Connection Fee to be paid by the Owner to the Village to permit the Project to connect to the Village System and the Village Sewage Treatment Plant shall be in the amount of two hundred and eighty-five thousand dollars (\$285,000) which amount shall specifically cover connection of the three buildings indicated on the annexed site plan to the Village System and the Village Sewage Treatment Plant for wastewater collection and treatment service for a development comprised of three mixed-use buildings as set forth above, and no other improvements. In the event that any other addition, improvement, unit or building is added to the Property or any portion thereof, or the use of any of the aforementioned planned buildings should change from that which is indicated in this Agreement, the Connection Fee shall be amended in accordance with the formula used to calculate the Connection Fee charged in this Agreement, including the square footage and the SCDOH calculated gallons per day rate for that change and use, prior to the construction or connection of any other addition, improvement, unit or building.

B. The Connection Fee shall be paid by Owner to the Village of Greenport as follows:

i. Twenty five thousand dollars (\$25,000) deposit at signing, refundable if project is denied by the Town of Southold.

ii. One hundred and fifty thousand dollars (\$150,000) nonrefundable deposit at upon approval of the project by the Town of Southold.

iii. One hundred and thirty five thousand (\$110,000) final payment prior to final connection of the Property and project to the Greenport wastewater sewer system.

C. Upon the Village's receipt of final payment, Owner shall be entitled to connect project and Property to the Village System.

FIFTH: The Village shall simultaneously herewith deliver a "will-serve" letter for sewer collection and treatment services in the form heretofore approved by the Suffolk County Department of Health.

SIXTH: The Village reserves the right to expand its sewer collection system via the installation of gravity mains at the termination of the force main installed by the Owner. The gravity mains, if installed by the Village, would be at the sole cost and expense of the Village.

SEVENTH: The Owner shall, at the Owner's expense, perform a video inspection of the Village gravity main from the point of connection of the System to the Village System to the pump station located at the end of Manor Place, and the Owner must confirm that the pump station is capable of handling the additional flow contemplated in this Agreement.

EIGHTH: All Work shall be inspected by the Village or the Village's designee, with full power of inspection hereunder. The Owner agrees to, and shall grant access, for purposes of inspection to the Work and all parts of the premises related to the Work. The Village shall have an authorized inspector at the site at such times as it reasonably deems necessary. No backfilling shall be done until the pipe and the Work in the trenches have been approved and tested, or prior permission has been obtained from the inspector. The Owner agrees to pay the Village's costs related to the inspection, which shall be based on a reasonable hourly charge to be submitted to the Owner periodically in advance of the inspections.

NINTH: The Owner shall retain ownership of the System and the Owner shall be responsible for the operation, maintenance, repair and replacement, at the Owner's sole cost and

expense, of the entire System servicing the Project, and for the operation and maintenance of the pump station and the force mains downstream to the connection point of the Village's system.

TENTH: This Agreement contains the complete understanding and agreement of the parties for the construction and maintenance by the Owner of the System for the Project and for the connection of the System to the Village System and the Village Sanitary Sewage Treatment Plant. The Owner agrees that it will not make any claims against the Village on account of the installation and or connection of the System.

ELEVENTH: This Agreement shall be recorded in the Office of the Suffolk County Clerk at the expense of the Owner and shall run with the land, inuring to the benefit of the Parties, their successors and/or assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement in four (4) counterparts, all of which shall constitute originals, the day and year first above written.

VILLAGE OF GREENPORT

By: _____
Hon. George W. Hubbard, Jr.

Name: _____

Title: _____

By: _____

Name and Title: _____

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

On this _____ day of _____, 20____, before me, the undersigned, personally came _____, to me known, who, being by me duly sworn, did depose and say that he is the Mayor of the Village of Greenport, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal so affixed by order of the board of trustees of said corporation, and that he signed his name thereto by like order.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF)

On this _____ day of _____, 20____, before me, the undersigned, personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal so affixed by order of the board of that corporation, and that s/he signed his name thereto by like order.

Notary Public