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

Station One Firehouse
Third and South Streets
Greenport, New York 11944
May 25, 2023
6:00 p.m.

- B E F O R E:
- KEVIN STUESSI - MAYOR
 - MARY BESS PHILLIPS - DEPUTY MAYOR/TRUSTEE
 - PATRICK BRENNAN - TRUSTEE
 - LILY DOUGHERTY-JOHNSON - TRUSTEE
 - JULIA ROBINS - TRUSTEE

 - JOSEPH PROKOP - VILLAGE ATTORNEY
 - PAUL PALLAS - VILLAGE ADMINISTRATOR
 - JEANMARIE ODDON - VILLAGE DEPUTY CLERK

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

2 MAYOR STUESSI: I'd like to make a motion to
3 bring the meeting to order. May I have a second,
4 please?

5 TRUSTEE ROBINS: Second.

6 MAYOR STUESSI: All in favor?

7 TRUSTEE ROBINS: Aye.

8 TRUSTEE BRENNAN: Aye.

9 TRUSTEE PHILLIPS: Aye.

10 TRUSTEE DOUGHERTY-JOHNSON: Aye.

11 MAYOR STUESSI: Aye.

12 Any opposed?

13 (No Response)

14 MAYOR STUESSI: Motion carries.

15 Please rise for the Pledge of Allegiance.

16 (Pledge of Allegiance)

17 MAYOR STUESSI: Please stand for a moment of
18 silence for Marie Louise Pizzarelli, John Giannaris
19 of the Hellenic Snack Bar, Peter B. Stevens of the
20 Book Scout, Paula Shengold, and Joseph A. Conway, Sr,
21 retired Southold Town Police Chief.

22 (Moment of Silence)

23 MAYOR STUESSI: Please be seated. I'd like
24 to welcome everybody to the May 25th meeting of the
25 Board of Trustees. This is our regular meeting.

1 I have some announcements to make. The first
2 one is I'm very happy to report that the carousel
3 remediation and restoration efforts have been
4 completed. We will be opening the carousel to the
5 public on Saturday morning. Tomorrow afternoon we
6 will be doing some testing. And if the public
7 happens to be there and wants a ride for free, we
8 will gladly give them a ride tomorrow afternoon,
9 and then, of course, be welcoming everybody
10 Saturday morning.

11 Together with that, the Greenport Fire
12 Department Star Hose Company's annual fundraiser
13 carnival is this weekend, May 25th through 28th,
14 with fireworks on Saturday, the 27th. The rain
15 date is on Sunday, but as of now, knock on wood,
16 everything is looking good.

17 The Village Hall will be closed on Memorial
18 Day, May 29th, in observance. And on Tuesday, the
19 following morning, we will be having a special
20 joint meeting with the Southold Town Board together
21 with the Greenport Village Board at 10 a.m. in the
22 morning. There is a link on the Village website,
23 it's also printed here on the agenda as well.

24 In addition, the Friends of Mitchell Park and
25 James Morrison are hosting a short film screening

1 Saturday, June 3rd, from 7 p.m. to 10 p.m.

2 Greenport Fire Department's memorial service
3 will be June 11th, 2023 at 11 a.m.

4 And, additionally, I'd like to make mention
5 of the Waterfront Advisory Committee, which is tied
6 to the moratorium on commercial development in the
7 Village, will be hosting two sessions in the
8 historic Greenport Theater, soon to be known as the
9 North Fork Arts Center. Those will be on Thursday,
10 June 13th, and Thursday, July 6th at 6:30 p.m.
11 There are cards in Village Hall with
12 save-the-dates, as well as at the IGA grocery
13 store.

14 To members of the Greenport Business
15 Improvement District, on Wednesday June 14th, the
16 annual meeting will be held at Green Hill Kitchen
17 from 6 p.m. to 8 p.m. There are voting going on
18 right now. Please go to the BID website for any
19 information on that.

20 On Thursday, June 29th, the Southold Town
21 Police Anti-Bias Task Force event, SYNERGY, will be
22 hosted from 6 p.m. to 7:20 at the Southold
23 Recreation Center at 970 Peconic Lane, Peconic.

24 The Juneteenth celebration and community
25 picnic will be Saturday, June 17th, from 10 a.m. to

1 2 p.m. at Clinton Memorial AME Zion Church.

2 And Dances in the Park will be starting on
3 Monday nights, July 3rd, running through August 28th.

4 Additionally, for any Village residents who
5 are interested in the workings of the Southold Town
6 Community Housing Fund, the half percent tax
7 established by the Peconic Bay Region Community
8 Housing Fund, there is a link and we welcome any
9 participation. This will be one of the subjects
10 that will also be talked about in the joint meeting
11 together with the Southold Town Board on Tuesday,
12 which I would encourage anybody to attend, please.

13 At this moment, we are going to welcome the
14 applicant for 443 Greenport LLC, Zeytin, and the
15 application for Zach Baba at 314 Greenport LLC, to
16 please join us at the podium. If you could state
17 your name and address for the record, please.

18 ZACH ERDEM: Sure.

19 MAYOR STUESSI: And tell us about the
20 businesses that you intend to open in these
21 historic buildings, and give us some information on
22 hours of operation, etcetera.

23 ZACH ERDEM: Absolutely, yes.

24 MAYOR STUESSI: Thank you.

25 ZACH ERDEM: Good evening, everyone. I am

1 -- I am Zach Erdem. I am from the Southampton, but
2 originally I'm from Turkey. I arrived in the
3 United States in 2002, and worked all the way up
4 from dishwashing, bus boy, serving, managing, all
5 the way up to owning my restaurants. I have been
6 in Southampton since 2002, when I arrived in the
7 U.S., and living in the beautiful community, and
8 opened a couple of restaurants, and hotel as well.

9 Lately, I got the opportunity by my landlord,
10 that he owned multiple units over here, and he
11 asked me if I was looking for anything else close
12 by. I wasn't sure about the -- Greenport. I did
13 come here a couple of times and walk around, and I
14 loved the Village and everything else about it,
15 more like nature was my main thing.

16 I was a little boy, back in Turkey I was a
17 shepherd from 11 year to 17. I was in the mountain
18 with my animals 7 a.m., 7 p.m. every day, that was
19 my schedule. Greenport gave me goosebumps when I
20 seen all those sheeps and all the animals all
21 around the Village, it was incredible for me. I
22 enjoyed it, being around all day long, going to
23 back my old days, and became really interesting
24 for me.

25 When I heard about these two places, it was

1 unbelievable, and I said I love about -- what I
2 like about Greenport is nature and all other stuff.
3 I didn't think that I was going to do a restaurant
4 here or anything else. I had more than enough in
5 Southampton, and having enough for me, and I wasn't
6 looking forward to it.

7 When I came in, the place was gorgeous,
8 beautiful, and it was ready to go. Didn't spend
9 any money on it, didn't touch or anything. The
10 place are the way it is, I didn't do any work or
11 anything. For me, it was opportunity. And I like
12 to express myself and be part of this community.
13 And I'm here to meet with new friends and welcome
14 our old friends. And I'd like to open these two
15 places, and I want to make sure that everyone
16 welcome and be part of this community as well.

17 I do have my other place in the Hamptons. I
18 will split my time more often between these two
19 places. It's two nice place, restaurant, and one
20 is a hotel. There's 10 rooms above the restaurant,
21 it's 21 seats, which will be serving more
22 breakfast, lunch, 443 Main Street.

23 And the other one is 314, it's a freestanding
24 building. It's right next to American Beech.
25 That's going to be the lunch and dinner, 7 days

1 operation. There will be Mediterranean food. We
2 do have dishes from Israel, we have dishes from
3 Turkey, we have dishes from Palestinian, we have
4 dishes from Morocco. It's a mixed menu from
5 Mediterranean, lots of seafood, and some special
6 other dishes that we're known for in the Hamptons
7 area.

8 I know a lot of people are concerned about
9 the neighborhood, that the place is going to be
10 nightclub or anything. I do not want to run
11 nightclub in a beautiful village. This will not be
12 a new nightclub. I know our friend, I met him,
13 very nice person, I mentioned him in the beginning.
14 It's a restaurant, it will be a restaurant. And
15 I'd like to make sure that everyone understand this.

16 I'm not here to make any problems or cause
17 any problems. I want to work with the Village as
18 much as possible, to help the Village as much as
19 possible with any kind of fundraiser, any kind
20 of -- anything that needs it, that people or the
21 Village needs it, that I'll be supportive more than
22 anyone else.

23 The place, the way it is, as I mentioned
24 before, we're not changing anything, we're not
25 touching old historical buildings or anything. The

1 seating is same exactly what it was before. We did
2 not do any increased seating or changing the
3 layouts or anything.

4 The both places are going to be run very
5 professional, local manager who own this restaurant
6 in Cutchogue, and I think called East Grill, East
7 End Grill, Tony. You probably know him or you know
8 his place. Lately, he closed his place and he
9 joined the team. He's going to be my General
10 Manager, working on my both projects. He will be
11 here more than I will. As I said, I have my other
12 restaurants, that I'm going to focus on all my
13 places. I will be here once in a while, check
14 things and make sure everything is okay, and make
15 sure that we are doing the right things for our
16 neighborhood. I want to make sure that neighborhood
17 is happy with us.

18 If anyone has any question, any concern about
19 the places, you're always more than welcome. I'll
20 give my -- I'll share my personal cell phone. If
21 I'm not here, then you can always call or text.
22 Then I will respond it and I will personally make
23 sure that issues been taken care of it.

24 As I said before, I'm not here to make
25 anybody upset or make the Village upset. I want to

1 work with everyone else, and I want to hope -- I'm
2 hoping the Village will welcome us, and we'll have
3 a beautiful summer, and we'll continue as long as
4 it goes. If anyone has any question.

5 MAYOR STUESSI: Thank you. We're going to
6 open it up to the Board for questions, and then
7 we'll take public comment afterwards.

8 ZACH ERDEM: Okay.

9 MAYOR STUESSI: Trustee Robins, do you have
10 any questions?

11 TRUSTEE ROBINS: Did you say that you -- the
12 Village has livestock, sheep and herd -- and
13 animals wandering around?

14 ZACH ERDEM: No. This was --

15 TRUSTEE ROBINS: I mean, I thought that's
16 what you said. I mean --

17 ZACH ERDEM: No. This was when I came first
18 time a couple of years ago, walking -- going all
19 around the North Fork.

20 TRUSTEE ROBINS: Really?

21 ZACH ERDEM: Not just at Greenport.

22 TRUSTEE ROBINS: Okay, all right.

23 ZACH ERDEM: There was a lot of farms,
24 there's a lot of good stuff that are around here
25 that took me back to my old days.

1 TRUSTEE ROBINS: Okay, okay, I understand.
2 Okay. That was my only question.

3 ZACH ERDEM: Okay. Thanks for asking.

4 MAYOR STUESSI: Trustee Brennan.

5 TRUSTEE BRENNAN: I just want to clarify. At
6 443 Main Street, that's the hotel and a restaurant?

7 ZACH ERDEM: It was, yes, it was hotel and
8 restaurant, and it will be the same.

9 TRUSTEE BRENNAN: The same. And 314 is a
10 restaurant only?

11 ZACH ERDEM: It's a restaurant, yes, sir,
12 it's a restaurant.

13 TRUSTEE BRENNAN: All right. Thank you.

14 ZACH ERDEM: You're welcome.

15 TRUSTEE PHILLIPS: On the site for the 314,
16 if I remember correctly, there's a patio in the
17 back with tables. Is that still in existence? Is
18 that something you're going to utilize?

19 ZACH ERDEM: No, the back is a parking lot.
20 I didn't see any --

21 TRUSTEE PHILLIPS: It's a parking lot? I
22 thought at one point they did have some activity.

23 ZACH ERDEM: No, not in my -- not in my
24 plans. I do not want a restaurant behind a
25 restaurant.

1 TRUSTEE PHILLIPS: Okay.

2 ZACH ERDEM: The front is better, a beautiful
3 looking patio.

4 TRUSTEE PHILLIPS: Okay. All right. That --
5 as I said, there was some -- the previous owner did
6 have music in the background at some point in the
7 backyard, so I'm not quite -- I'm sure the
8 neighborhood will appreciate that you want to
9 keep --

10 ZACH ERDEM: No, there are houses right
11 behind it. You won't be able to open the -- any
12 radio or anything.

13 TRUSTEE PHILLIPS: Okay.

14 ZACH ERDEM: But they will come, I mean,
15 hammer in the back, so it's no need to make people
16 at the back door.

17 TRUSTEE PHILLIPS: Okay, all right. Thank you.

18 ZACH ERDEM: You're welcome.

19 TRUSTEE DOUGHERTY-JOHNSON: Yeah, my only
20 question was going to be about music, but I
21 think -- I think the site is not -- you're not
22 allowed to have recorded like speakers outside.

23 ZACH ERDEM: There is no speaker outside.
24 There's only a couple of stuff inside. Look, it's
25 a restaurant. You want to go to a restaurant have

1 soft background music. I think it's the way to go.
2 We are not looking for any crazy music or anything
3 to make the neighborhood upset.

4 MAYOR STUESSI: And could you clarify what
5 your intended hours of operation are going to be in
6 the full service restaurant?

7 ZACH ERDEM: The hotel site will be
8 breakfast, 8 a.m. until 4 p.m., breakfast, brunch.
9 If I can find more staffing, it will be a small
10 tapas menu, wine bar, if it's -- if we can get the
11 staff. If not, it will be more like breakfast,
12 brunch thing all day. And the hotel will be open
13 24 hours, check in, check out. It's only 10 rooms.
14 At 314, it will be seven days starting July and
15 August. It will be lunch and dinner only.

16 MAYOR STUESSI: And what hours do you intend
17 to serve --

18 ZACH ERDEM: The lunch will be served, start
19 at 12, but someone will be there at 8, 9 o'clock in
20 the morning, take the deliveries, clean the patios,
21 all -- anything is around, set up the dining room
22 stuff, deal with the delivery. And then the staff
23 will come around 11, 11:30, set up the patio, all
24 the restaurants and everything else, and start
25 serving 12 to -- and during the week, I will say

1 10 p.m., and the weekends, probably 11 p.m.

2 MAYOR STUESSI: Okay. And I'm intend -- I'm
3 assuming you intend to name them both at some
4 point, and I would just remind you that you need to
5 go in front of the Historic Board for any signage.

6 ZACH ERDEM: We did not get a sign approval
7 yet, we are working on it.

8 MAYOR STUESSI: Okay.

9 ZACH ERDEM: We haven't have any chance to
10 come to you guys to get the permit application, but
11 it will be in a couple of days. My attorney,
12 myself, and my sign company are working on the
13 specific sizes and everything else.

14 MAYOR STUESSI: And when are you intending to
15 open?

16 ZACH ERDEM: Hopefully, very soon. I mean,
17 as soon as we get the green light, we'll like to
18 open. We don't have a liquor license yet.

19 MAYOR STUESSI: Right.

20 ZACH ERDEM: We're probably going to just
21 open with the food only. And then if anyone like
22 to bring some wine, serve for free until we get our
23 license back in the building.

24 MAYOR STUESSI: Okay. Thank you for being
25 here, and thank you for investing in the Village.

1 With that, you can be seated. We're going to take
2 public comment from anybody that wishes to say
3 anything. And then I would encourage, if anybody
4 wishes to talk to you separately, for them to do so
5 outside.

6 ZACH ERDEM: That's fine, I'm here to answer.
7 I mean, I was going to -- I wasn't going -- I
8 wasn't going to make it today. I told my attorney
9 to join. And I'm like this is my lifetime, I think
10 I should be there to meet the people that I want to
11 meet before anything else happens. So I'm here to
12 introduce myself.

13 MAYOR STUESSI: Okay.

14 ZACH ERDEM: And I'm here to take all the
15 questions, and comment and concern you have, I'll
16 be happy to answer. Please, I'm here to work
17 with you.

18 MAYOR STUESSI: Okay. Please be seated.
19 Thank you.

20 ZACH ERDEM: Thank you.

21 MAYOR STUESSI: Are there any comments from
22 the public regarding this applicant? Please state
23 your name and address for the record.

24 CHARLIE KULSZISKI: Charlie Kulsziski,
25 433 Main Street. So I'm across from 314 and next

1 door to the hotel. And I just wanted to bring up
2 the history of the place, which I think everybody
3 knows.

4 It's been for the past three or so years very
5 loud, and a place with outside speakers, deejay,
6 live, you know, bands. The codes have pretty much
7 been disregarded over there in the previous
8 business, and it was difficult to get any kind of
9 code enforcement on any of that. And so now they
10 have the permit to be outside, so I don't know.

11 I did a little Google search and I really --
12 I just did for a minute, but I see 75 Main, it's
13 got like 100 people in front of it all blocking the
14 sidewalk, with cocktails in their hands and stuff.
15 And then I see Blu Mar, the liquor license was
16 suspended at one point, because it was being
17 operated as a nightclub.

18 ZACH ERDEM: That was not like that, sir, it
19 was about COVID restrictions.

20 CHARLIE KULSZISKI: Okay. The article did
21 mention COVID restrictions, but it also said it was
22 operating as a nightclub with exotic dancers. So I
23 just want to make sure that this business model is
24 not the same as those business models, and that
25 it's not the same as the business models that have

1 been going on there.

2 And I want to be able to have quiet solitude
3 in -- within my house. I don't want to have to
4 speak over the noise that the business next door
5 and across street are making just to have a
6 conversation with someone in my living room. And
7 that's it. I mean, I just saw those two things
8 just on my -- right before I came here, so I wasn't
9 sure if we're going to go right back to all of
10 that. So --

11 MAYOR STUESSI: Well, I can assure you, as a
12 Village, we will not. And Mr. Erdem has rules on
13 the places and how they need to operate, and
14 there's no outdoor music allowed, per the
15 guidelines that have already been established.

16 CHARLIE KULSZISKI: Yes, Yeah.

17 MAYOR STUESSI: So I would encourage you --
18 you've met him.

19 CHARLIE KULSZISKI: Yeah, it seemed great.

20 MAYOR STUESSI: He can be your -- it can be
21 your first call, and you have my cell phone number
22 and I can be your second call, and we will
23 enforce --

24 CHARLIE KULSZISKI: Yeah. I know a lot of
25 the time --

1 MAYOR STUESSI: -- and issue violations if
2 there's any problems.

3 CHARLIE KULSZISKI: -- staff or guests will
4 incrementally turn the music up, and it's not a
5 conscious thing to make it loud. But like in the
6 hotel, sometimes the whole place will be rented
7 out. And once or twice it's great to have a big
8 loud party. But when it's, you know, every single
9 night of the week, going to the maximum decibel
10 level, it gets to be a lot, you know, to be next
11 to. So, okay, thanks.

12 ZACH ERDEM: May I answer those questions?

13 MAYOR STUESSI: No. You're welcome to have
14 conversations afterwards. We're going to take
15 public comments. We heard you speak and we know
16 what the rules are that are applied to it, and so
17 we will -- we'll trust you that you're going to
18 operate it effectively. I would encourage you two
19 to speak separately since you're close neighbors.
20 Would anybody else like to speak?

21 ZACH ERDEM: He's a nice guy, we met and chat
22 a couple of times.

23 MAYOR STUESSI: Please.

24 RUTH SHANK: Ruth Shank, 320 Carpenter
25 Street. I'm on the corner of Carpenter and

1 Central. So my house does not really back up on
2 you, but the parking lot, which you're probably
3 glad you have parking. But my concern is the
4 lighting in the parking lot. I know you need
5 lighting for safety, probably, issues. There is a
6 streetlight there that provides lighting, and you
7 don't need a lot of other downlighting for people
8 that -- coming and going. It's really annoying.
9 So that lighting is a big concern with me, as well
10 as noise, which you've mentioned. I'm sure it's,
11 hopefully, going to be fine.

12 And my other issue is trash. I've dealt with
13 American Beech for like five years, and the garbage
14 truck and the trash, every single time they come.
15 Trash in the streets, they leave it behind. They
16 were coming at 4:30 in the morning for a year
17 getting the trash, so it's unacceptable. The code
18 is after 7 a.m., I think, for garbage pickup, so I
19 hope that you'll abide by that. And if your
20 employees can check after the trash comes, to
21 remove what is left behind, I would appreciate it.

22 ZACH ERDEM: You're saying that the garbage
23 truck comes at 4 a.m.?

24 RUTH SHANK: They did for like a year.

25 ZACH ERDEM: So you want them to come 7?

1 RUTH SHANK: They did for about a year.
2 Finally, between the Mayor and the trash company
3 and American Beech, they -- now they come at a
4 respectable time, but it took a lot of time to get
5 that in place.

6 ZACH ERDEM: I wasn't aware of that, but I
7 will address that in case.

8 RUTH SHANK: So no pickup before 7, and pick
9 up all the -- I mean, the guy picks up that big
10 garbage thing, he flips it over the top, and four
11 or five bottles, and whatever else, fall out on the
12 street, and he willy-nilly drives away and there
13 it is.

14 ZACH ERDEM: Okay.

15 RUTH SHANK: And it's disgusting. And I'm
16 sure the neighbor that --

17 ZACH ERDEM: I will address that immediately.

18 RUTH SHANK: Okay. So thank you and good luck.

19 ZACH ERDEM: Thank you. Thanks a lot.

20 MAYOR STUESSI: Thank you.

21 ZACH ERDEM: Thank you.

22 MAYOR STUESSI: Would anybody else from the
23 public like to be heard? Nobody else?

24 (No Response)

25 MAYOR STUESSI: Okay. With that, we will

1 move on, and I will be reading the Village of
2 Greenport Tree Committee report. This is the 2022
3 Annual Report to the Mayor and Trustees.

4 "The Village of Greenport Tree Committee is
5 pleased to present this report of its activities in
6 2022, a year in which we were able to resume all of
7 our normal activities after the retrenchment
8 brought on by the pandemic and resulting shutdown.

9 We are happy to report that the Village has
10 been granted its 17th Tree City USA award for 2022.
11 Our Advisory Committee Members are appointed, and
12 our actions are governed by the Tree Ordinance of
13 1991, which requires an annual report and public
14 outreach regarding the importance of our trees.

15 Main Missions: The removal of hazardous
16 Village trees is part of our first mission, safety.
17 There have been more than 352 trees removed since
18 the reestablishment of the Tree Committee in 2007,
19 including 27 removals in 2022. We have the Village
20 Road Crew to thank for removing the majority of
21 these trees. Trees and stumps beyond their
22 capacity were put out to bid for pruning or removal
23 and stump-grinding.

24 The Diversification of Species: Since 2007,
25 we have vigorously upgraded and diversified the

1 public trees we planted in the Village, having
2 overseen the planting of over 537 trees, including
3 24 in 2022.

4 The majority of the new trees planted in 2022
5 were acquired through the New York Power Authority
6 Tree Power Program, a program in which we ordered
7 order trees and NYPA matches our order with an
8 equal number of trees. This very valuable
9 programming is now emphasizing the use of native
10 species to diversify and sustain our tree canopy,
11 so it can better weather a changing climate.

12 One of the new species of native trees we
13 were happy to introduce to the Village is the
14 Black Tupelo, which is a prized source of nectar
15 and honey for local bees, in addition to having the
16 best fall color of any tree. Our tree census work
17 continues as we chart new gains and losses.

18 Maintenance and Pruning: Maintaining proper
19 pruning and care for the existing trees that grace
20 our Village is a huge task. By supporting
21 judicious pruning, we can help preserve our
22 existing canopy.

23 Again, in 2022, dozens of street trees were
24 pruned by Village crews. We continued monitoring
25 our ash trees, and consulting with the DEC Forest

1 Health Diagnostic Lab regarding any suspected
2 infestation by the emerald ash borer. Two infested
3 ash trees were identified by the Village in 2022,
4 but we were able to have the diseased parts of the
5 trees removed at the recommendation of a certified
6 arborist in the expectation they will recover.

7 Community-wide Events, Outreach and
8 Education: In our annual Arbor Day Program, we
9 provided and helped plant 33 annual senior trees, a
10 Crimson King Maple at Greenport High School. Our
11 other regular out -- effort, distributing tree
12 seedlings to 4th Graders, and a talk on the
13 importance of trees was held in May of last year,
14 when each student received a seedling of the
15 American Sweetgum tree. We have also helped to
16 provide trees in honor of remembrance of family and
17 friends. The memorial trees are currently being
18 recorded, cataloged and mapped.

19 The Committee thanks Mayor Stuessi and the
20 Board of Trustees for their continued support of
21 our mission.

22 Respectfully submitted this April 27th, 2023
23 by Polly Dixon, Jane Ratsey Williams, Village Tree
24 Committee Co-Chairs, Carol Edwards, John Quinlan,
25 Jack Weiskopf, and former Mayor George Hubbard, Jr.

1 as Liaison."

2 With that, we will take public comments to
3 the Board, if anybody would like to address the
4 Board on any other matters. Nobody?

5 (No Response)

6 MAYOR STUESSI: Okay. With that, we will
7 move on to our regular agenda.

8 I'd first like to read *RESOLUTION #05-2023-1*.
9 This is a *RESOLUTION to adopt the May 2023 agenda,*
10 *which will be amended as printed, with the*
11 *additional resolution of #05-2023-44* (Read as
12 Number 43). May I have a second, please?

13 TRUSTEE PHILLIPS: Second.

14 MAYOR STUESSI: Any opposed? All in favor?

15 TRUSTEE ROBINS: Aye.

16 TRUSTEE BRENNAN: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 TRUSTEE DOUGHERTY-JOHNSON: Aye.

19 MAYOR STUESSI: Aye.

20 The motion carries.

21 Trustee Robins, can you please start the next
22 one, and we will go down the --

23 TRUSTEE ROBINS: Okay. *RESOLUTION*
24 *#05-2023-2, RESOLUTION accepting the monthly*
25 *reports of the Greenport Fire Department, Village*

1 *Administrator, Village Treasurer, Village Clerk,*
2 *Village Attorney, Mayor and Board of Trustees.*

3 So moved.

4 TRUSTEE BRENNAN: Second.

5 MAYOR STUESSI: All in favor?

6 TRUSTEE ROBINS: Aye.

7 TRUSTEE BRENNAN: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE DOUGHERTY-JOHNSON: Aye.

10 MAYOR STUESSI: Aye.

11 Any opposed?

12 (No Response)

13 MAYOR STUESSI: The motion carries.

14 TRUSTEE BRENNAN: *RESOLUTION #05-2023-3,*
15 *RESOLUTION ratifying the following, as approved at*
16 *the work session meeting of the Village of*
17 *Greenport Board of Trustees held on May 18th, 2023:*
18 *RESOLUTION authorizing Treasurer Gaffga to*
19 *perform attached Budget Transfer #5179 to*
20 *reallocate General Fund Park Payroll Expense to*
21 *General Fund Carousel Expense to fund prevailing*
22 *wage revision of cost proposal from Restoration*
23 *Experts, and directing that Budget Transfer #5179*
24 *be included as part of the formal meeting minutes*
25 *of the May 25th, 2023 Regular Meeting of the Board*

1 *of Trustees and amended to include the*
2 *authorization of a manual check to be issued for*
3 *payment to Restoration Experts of New York, Inc.*
4 *and CNS Environmental Corp. So moved.*

5 TRUSTEE PHILLIPS: Second.

6 MAYOR STUESSI: All in favor?

7 TRUSTEE ROBINS: Aye.

8 TRUSTEE BRENNAN: Aye.

9 TRUSTEE PHILLIPS: Aye.

10 TRUSTEE DOUGHERTY-JOHNSON: Aye.

11 MAYOR STUESSI: Aye.

12 Any opposed?

13 (No Response)

14 MAYOR STUESSI: The motion carries.

15 TRUSTEE PHILLIPS: *RESOLUTION #05-2023-4,*
16 *RESOLUTION ratifying the hiring of Michael*
17 *Wineberger as a part-time carousel employee at the*
18 *hourly wage of \$15.00 per hour, effective,*
19 *June 1st, 2023. So moved.*

20 TRUSTEE DOUGHERTY-JOHNSON: Second.

21 MAYOR STUESSI: All in favor?

22 TRUSTEE ROBINS: Aye.

23 TRUSTEE BRENNAN: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 TRUSTEE DOUGHERTY-JOHNSON: Aye.

1 MAYOR STUESSI: Aye.

2 Any opposed?

3 (No Response)

4 MAYOR STUESSI: The motion carries.

5 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*

6 *#05-2023-5, RESOLUTION approving the application*

7 *for membership of Vernetta Taylor, to the Rescue*

8 *Squad Company of the Greenport Fire Department, as*

9 *approved by the Greenport Fire Department Board of*

10 *Wardens on April 20 -- April 18th 2023. So moved.*

11 TRUSTEE ROBINS: Second.

12 MAYOR STUESSI: All in favor?

13 TRUSTEE ROBINS: Aye.

14 TRUSTEE BRENNAN: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE DOUGHERTY-JOHNSON: Aye.

17 MAYOR STUESSI: Aye.

18 Any opposed?

19 (No Response)

20 MAYOR STUESSI: The motion carries.

21 TRUSTEE ROBINS: *RESOLUTION #05-2023-6,*

22 *RESOLUTION approving Village of Greenport Fire*

23 *Department Engine 8-3-2 to travel outside Suffolk*

24 *County to the West Glens Falls, New York Fire*

25 *Department Parade on June 17th, 2023, reimbursement*

1 *for accommodations, food and plus all applicable*
2 *expenses. So moved.*

3 TRUSTEE BRENNAN: Second.

4 MAYOR STUESSI: All in favor?

5 TRUSTEE ROBINS: Aye.

6 TRUSTEE BRENNAN: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE DOUGHERTY-JOHNSON: Aye.

9 MAYOR STUESSI: Aye.

10 Any opposed?

11 (No Response)

12 MAYOR STUESSI: The motion passes.

13 TRUSTEE BRENNAN: *RESOLUTION #05-2023-7,*
14 *RESOLUTION authorizing the solicitation of bids for*
15 *the renovation of the Fire Department Station #1*
16 *restrooms in accordance with the design prepared by*
17 *Martin Sendlewski, A.I.A. Architect, and directing*
18 *Village Deputy Clerk Oddon to notice the bid*
19 *solicitation accordingly. So moved.*

20 TRUSTEE PHILLIPS: Second.

21 MAYOR STUESSI: All in favor?

22 TRUSTEE ROBINS: Aye.

23 TRUSTEE BRENNAN: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 TRUSTEE DOUGHERTY-JOHNSON: Aye.

1 MAYOR STUESSI: Aye.

2 Any opposed?

3 (No Response)

4 MAYOR STUESSI: The motion passes.

5 TRUSTEE PHILLIPS: *RESOLUTION #05-2023-8,*
6 *RESOLUTION approving the attached, authorizing the*
7 *Village of Greenport to enter into an easement*
8 *agreement with Suffolk County, for the Suffolk*
9 *County Downtown Revitalization Grant - Round - 20*
10 *and further to authorize Mayor Stuessi to execute*
11 *any necessary documents. So moved.*

12 TRUSTEE DOUGHERTY-JOHNSON: Second.

13 MAYOR STUESSI: All in favor?

14 TRUSTEE ROBINS: Aye.

15 TRUSTEE BRENNAN: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE DOUGHERTY-JOHNSON: Aye.

18 MAYOR STUESSI: Aye.

19 Any opposed?

20 (No Response)

21 MAYOR STUESSI: The motion carries.

22 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*
23 *#05-2023-9, RESOLUTION approving the attached*
24 *Change Orders, authorizing Mayor Stuessi to execute*
25 *the Change Orders 1 through 6, or 1-6, and*

1 *authorizing the payment of the attached Change*
2 *Orders in the amount of \$43,830.24, as recommended*
3 *by J.R. Holzmacher P.E. LLC to the contract between*
4 *the Village of Greenport and Construction*
5 *Consultants LI, Inc. for the completion of the*
6 *Greenport Sewage Treatment Plant Site Improvements*
7 *at the Village of Greenport Wastewater Treatment*
8 *Facility. So moved.*

9 TRUSTEE ROBINS: Second.

10 MAYOR STUESSI: All in favor?

11 TRUSTEE ROBINS: Aye.

12 TRUSTEE BRENNAN: Aye.

13 TRUSTEE PHILLIPS: Aye.

14 TRUSTEE DOUGHERTY-JOHNSON: Aye.

15 MAYOR STUESSI: Aye.

16 Any opposed?

17 (No Response)

18 MAYOR STUESSI: The motion carries.

19 TRUSTEE ROBINS: *RESOLUTION #05-2023-10,*
20 *RESOLUTION authorizing the solicitation of bids for*
21 *the construction of the North Ferry queuing area*
22 *in accordance with the design prepared by LKMA,*
23 *Consulting Engineers, with the project partially*
24 *funded through the New York State Statewide*
25 *Transportation Improvement Program and directing*

1 Village Clerk -- *Village Deputy Clerk Odden to*
2 *notice the bid solicitation accordingly. So moved.*

3 TRUSTEE BRENNAN: Second.

4 MAYOR STUESSI: All in favor?

5 TRUSTEE ROBINS: Aye.

6 TRUSTEE BRENNAN: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE DOUGHERTY-JOHNSON: Aye.

9 MAYOR STUESSI: Aye.

10 Any opposed?

11 (No Response)

12 MAYOR STUESSI: The motion carries.

13 TRUSTEE BRENNAN: *RESOLUTION #05-2023-11,*
14 *RESOLUTION approving the attached proposal from The*
15 *Precision Group for the CC TV investigation of*
16 *wastewater pipes in the vicinity of the Ludlum pump*
17 *station in the amount of \$41,550.00 and in*
18 *accordance with the attached current Onondaga*
19 *County Contract bid prices and specifications, and*
20 *authorizing Mayor Stuessi to sign the resulting*
21 *Village of Greenport contract between the Village*
22 *of Greenport and The Precision Group., on behalf of*
23 *the Village of Greenport. So moved.*

24 TRUSTEE PHILLIPS: Second.

25 MAYOR STUESSI: All in favor?

1 TRUSTEE ROBINS: Aye.

2 TRUSTEE BRENNAN: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE DOUGHERTY-JOHNSON: Aye.

5 MAYOR STUESSI: Aye.

6 Any opposed?

7 (No Response)

8 MAYOR STUESSI: Motion carries.

9 TRUSTEE PHILLIPS: *RESOLUTION #05-2023-12,*
10 *RESOLUTION accepting the Annual MS4 Report for the*
11 *period ending March 9th, 2023. So moved.*

12 TRUSTEE DOUGHERTY-JOHNSON: Second.

13 MAYOR STUESSI: All in favor?

14 TRUSTEE ROBINS: Aye.

15 TRUSTEE BRENNAN: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE DOUGHERTY-JOHNSON: Aye.

18 MAYOR STUESSI: Aye.

19 Any opposed?

20 (No Response)

21 MAYOR STUESSI: Motion carries.

22 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*
23 *#05-2023-13, RESOLUTION accepting the attached*
24 *proposal as submitted by J.R. Holzmacher P.E., LLC*
25 *dated April 24th, 2023 to prepare the required*

1 *Annual MS-4 Report; and to submit the Annual MS-4*
2 *Report to the New York State Department of*
3 *Environmental Conservation, at a total cost of*
4 *\$1,600;, and authorizing Mayor Stuessi to sign the*
5 *agreement between the Village of Greenport and J.R.*
6 *Holzmacher P.E., LLC. So moved.*

7 TRUSTEE ROBINS: Second.

8 MAYOR STUESSI: All in favor?

9 TRUSTEE ROBINS: Aye.

10 TRUSTEE BRENNAN: Aye.

11 TRUSTEE PHILLIPS: Aye.

12 TRUSTEE DOUGHERTY-JOHNSON: Aye.

13 MAYOR STUESSI: Aye.

14 Any opposed?

15 (No Response)

16 MAYOR STUESSI: The motion carries.

17 TRUSTEE ROBINS: *RESOLUTION #05-2023-14,*
18 *RESOLUTION hiring of Paul E. Parks III as a*
19 *full-time Wastewater Treatment Plant Helper for the*
20 *Village of Greenport, at a pay rate of \$20.00 per*
21 *hour, effective May 31st, 2023. All health*
22 *insurance and other full-time employment benefit*
23 *provisions specified in the current contract*
24 *between the Village of Greenport and CSEA Local*
25 *1000 apply to this hiring, as does the standard*

1 *twenty-six week Suffolk County Civil Service*
2 *probationary period. So moved.*

3 TRUSTEE BRENNAN: Second.

4 MAYOR STUESSI: All in favor?

5 TRUSTEE ROBINS: Aye.

6 TRUSTEE BRENNAN: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE DOUGHERTY-JOHNSON: Aye.

9 MAYOR STUESSI: Aye.

10 Any opposed?

11 (No Response)

12 MAYOR STUESSI: The motion carries.

13 TRUSTEE BRENNAN: *RESOLUTION #05-2023-15,*
14 *RESOLUTION authorizing Treasurer Gaffga to perform*
15 *attached Budget Amendment #5175 raising Sewer Fund*
16 *Revenue and Expenses to fund Change orders 1-6 for*
17 *Construction Consultants LI pertaining to*
18 *Wastewater Treatment Plant retaining wall project*
19 *and site work, as well as funding CCTV exploration*
20 *of sewer main near Ludlum Pump Station, and*
21 *directing that Budget Amendment #5175 be included*
22 *as part of the formal meeting minutes of the*
23 *May 25th, 2023 Meeting of the Board of Trustees.*

24 TRUSTEE PHILLIPS: Second.

25 TRUSTEE BRENNAN: So moved.

1 TRUSTEE PHILLIPS: Sorry. Second.

2 MAYOR STUESSI: All in favor?

3 TRUSTEE ROBINS: Aye.

4 TRUSTEE PHILLIPS: Aye.

5 TRUSTEE DOUGHERTY-JOHNSON: Aye.

6 TRUSTEE PHILLIPS: Whoops.

7 TRUSTEE BRENNAN: I've got a question. Is
8 this different than the resolution that I read
9 earlier?

10 TRUSTEE DOUGHERTY-JOHNSON: I was just
11 thinking that same thing. Now I can't find it.

12 TRUSTEE BRENNAN: Resolution Number 9.

13 TRUSTEE DOUGHERTY-JOHNSON: Right. Well,
14 that one was the -- that was authorizing the
15 payment, I guess, on this

16 TRUSTEE PHILLIPS: Number 9. Paul, yeah.
17 Mayor, Paul wants to comment.

18 MAYOR STUESSI: Please.

19 ADMINISTRATOR PALLAS: The first resolution
20 is just approving the change order. This
21 resolution is to approve the funding.

22 TRUSTEE BRENNAN: Okay. And then --

23 ADMINISTRATOR PALLAS: So those are separate
24 actions.

25 TRUSTEE BRENNAN: Okay. And then Number 11,

1 that's a different change order?

2 ADMINISTRATOR PALLAS: Number 11 isn't a
3 change order, that's just a --

4 TRUSTEE BRENNAN: I'm sorry.

5 ADMINISTRATOR PALLAS: -- a new project.

6 TRUSTEE BRENNAN: New project. So resolution
7 15 is -- involves both of those projects; is that
8 correct?

9 TRUSTEE PHILLIPS: The budget, the budget,
10 he's performing a budget amendment for both of
11 those.

12 TRUSTEE BRENNAN: For both of those.

13 TRUSTEE PHILLIPS: Yeah.

14 TRUSTEE BRENNAN: Okay. Thank you for
15 clarifying. I'm sorry, Trustee Phillips, you
16 were --

17 TRUSTEE PHILLIPS: Oh, that's okay. I
18 started to say I seconded that one.

19 TRUSTEE BRENNAN: Okay.

20 TRUSTEE PHILLIPS: Okay.

21 TRUSTEE BRENNAN: Thank you.

22 TRUSTEE PHILLIPS: You're welcome.

23 MAYOR STUESSI: All in favor?

24 TRUSTEE ROBINS: Aye.

25 TRUSTEE BRENNAN: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 TRUSTEE DOUGHERTY-JOHNSON: Aye.

3 MAYOR STUESSI: Aye.

4 Any opposed?

5 (No Response)

6 MAYOR STUESSI: The motion carries.

7 TRUSTEE PHILLIPS: *RESOLUTION #05-2023-16,*
8 *RESOLUTION authorizing Treasurer Gaffga to perform*
9 *attached Budget Amendment #5176 to appropriate*
10 *General and Sewer Fund reserves to fund*
11 *replacement/repair of various Village Roofs per*
12 *Roof Bid Opening from March 3rd, 2023, and*
13 *directing that Budget Amendment #5176 be included*
14 *as part of the formal meeting minutes of the*
15 *May 25, 2023 Regular Meeting of the Board of*
16 *Trustees. So moved.*

17 TRUSTEE DOUGHERTY-JOHNSON: Second.

18 MAYOR STUESSI: All in favor?

19 TRUSTEE ROBINS: Aye.

20 TRUSTEE BRENNAN: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 TRUSTEE DOUGHERTY-JOHNSON: Aye.

23 MAYOR STUESSI: Aye.

24 Any opposed?

25 (No Response)

1 MAYOR STUESSI: Motion carries.

2 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*
3 *#05-2023-17, RESOLUTION authorizing Treasurer*
4 *Gaffga to perform attached Budget Amendment #5177*
5 *to appropriate Electric Fund reserves to fund new*
6 *load tap changers on transformer #1 at Light Plant,*
7 *and directing that Budget Amendment #5177 be*
8 *included as part of the formal meeting minutes of*
9 *the May 25th, 2023 Regular Meeting of the Board of*
10 *Trustees. So moved.*

11 TRUSTEE ROBINS: Second.

12 MAYOR STUESSI: All in favor?

13 TRUSTEE ROBINS: Aye.

14 TRUSTEE BRENNAN: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE DOUGHERTY-JOHNSON: Aye.

17 MAYOR STUESSI: Aye.

18 Any opposed?

19 (No Response)

20 MAYOR STUESSI: The motion carries.

21 TRUSTEE ROBINS: *RESOLUTION #05-2023-18,*
22 *RESOLUTION authorizing Treasurer Gaffga to perform*
23 *Budget Amendment #5178 to appropriate Electric,*
24 *Sewer, and Water Fund reserves to fund total not to*
25 *exceed cost for NexGen Rate Study Proposal, and*

1 *directing that Budget Amendment #5178 be included*
2 *as part of the formal meeting minutes of the*
3 *May 25th, 2023 Regular Meeting of the Board of*
4 *Trustees. So moved.*

5 TRUSTEE BRENNAN: Second.

6 MAYOR STUESSI: All --

7 TRUSTEE PHILLIPS: Oh, wait, wait. I have a
8 question of --

9 MAYOR STUESSI: Please.

10 TRUSTEE PHILLIPS: -- the Village
11 Administrator. We're moving along on this rate
12 study? Where are we at with it at the present
13 moment?

14 ADMINISTRATOR PALLAS: We're still providing
15 data to them.

16 TRUSTEE PHILLIPS: Okay.

17 ADMINISTRATOR PALLAS: The data requests are
18 being fulfilled as time permits.

19 TRUSTEE PHILLIPS: Okay, all right. But
20 we're moving toward a target date?

21 ADMINISTRATOR PALLAS: Once we get them the
22 data, then we'll have -- we'll start to actually do
23 some -- they'll start to actually do some of the
24 heavy lift work.

25 TRUSTEE PHILLIPS: Okay, great. Okay,

1 thank you. All in favor?

2 MAYOR STUESSI: Did we get a second on it?

3 TRUSTEE PHILLIPS: Yes, I --

4 TRUSTEE BRENNAN: I second it.

5 MAYOR STUESSI: Okay.

6 TRUSTEE PHILLIPS: He seconded, Patrick did.

7 MAYOR STUESSI: All in favor?

8 TRUSTEE ROBINS: Aye.

9 TRUSTEE BRENNAN: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE DOUGHERTY-JOHNSON: Aye.

12 MAYOR STUESSI: Aye.

13 Any opposed?

14 (No Response)

15 MAYOR STUESSI: The motion carries.

16 TRUSTEE PHILLIPS: *RESOLUTION #05-2023-19,*
17 *RESOLUTION authorizing Treasurer Gaffga to perform*
18 *attached Budget Amendment #5180 to appropriate*
19 *General Fund reserves to fund startup materials for*
20 *Mitchell Park Marina and recovery of sunken*
21 *mooring, and directing that Budget Amendment #5180*
22 *be included as part of the formal minutes --*
23 *meeting minutes of the May 25th, 2023 Regular*
24 *Meeting of the Board of Trustees. So moved.*

25 TRUSTEE DOUGHERTY-JOHNSON: Second.

1 MAYOR STUESSI: All in favor?

2 TRUSTEE ROBINS: Aye.

3 TRUSTEE BRENNAN: Aye.

4 TRUSTEE PHILLIPS: Aye.

5 TRUSTEE DOUGHERTY-JOHNSON: Aye.

6 MAYOR STUESSI: Aye.

7 Any opposed?

8 (No Response)

9 MAYOR STUESSI: The motion carries.

10 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*

11 *#05-2023-20, RESOLUTION authorizing Treasurer*

12 *Gaffga to perform attached Budget Amendment #5181*

13 *to appropriate General, Electric, Water, and Sewer*

14 *fund reserves to purchase two new copy machines at*

15 *Village Hall, and directing that Budget Amendment*

16 *#5181 be included as part of the formal meeting*

17 *minutes of the May 25th, 2023 Regular Meeting of*

18 *the Board of Trustees. So moved*

19 TRUSTEE ROBINS: Second.

20 MAYOR STUESSI: All in favor?

21 TRUSTEE ROBINS: Aye.

22 TRUSTEE BRENNAN: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 TRUSTEE DOUGHERTY-JOHNSON: Aye.

25 MAYOR STUESSI: Aye.

1 Any opposed?

2 (No Response)

3 MAYOR STUESSI: The Motion carries.

4 TRUSTEE ROBINS: *RESOLUTION #05-2023-21,*
5 *RESOLUTION authorizing Treasurer Gaffga to perform*
6 *attached Budget Amendment #5182 to appropriate*
7 *Electric Fund reserves to fund the purchase of a*
8 *replacement switch for the #1 transformer ITC step*
9 *operator of voltage regulator, and directing that*
10 *Budget Amendment #5182 be included as part of the*
11 *formal meeting minutes of the May 25th, 2023*
12 *Regular Meeting of the Board of Trustees.*
13 So moved.

14 TRUSTEE BRENNAN: Second.

15 MAYOR STUESSI: All in favor?

16 TRUSTEE ROBINS: Aye.

17 TRUSTEE BRENNAN: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 TRUSTEE DOUGHERTY-JOHNSON: Aye.

20 MAYOR STUESSI: Aye.

21 Any opposed?

22 (No Response)

23 MAYOR STUESSI: Motion carries.

24 TRUSTEE BRENNAN: *RESOLUTION #05-2023-22,*

25 *RESOLUTION awarding the bid dated March 9th, 2023*

1 *to Louis Barbato Landscaping Inc., in the total*
2 *amount of \$39,400.00 for the purchase and*
3 *installation of engineered wood fiber and for the*
4 *Village supplied playground equipment and Village*
5 *supplied borders at the Fifth Street Park, pursuant*
6 *to more formal agreement. So moved.*

7 TRUSTEE PHILLIPS: Second.

8 MAYOR STUESSI: All in favor?

9 TRUSTEE ROBINS: Aye.

10 TRUSTEE BRENNAN: Aye.

11 TRUSTEE PHILLIPS: Aye.

12 TRUSTEE DOUGHERTY-JOHNSON: Aye.

13 MAYOR STUESSI: Aye.

14 Any opposed?

15 (No Response)

16 MAYOR STUESSI: Motion carries.

17 TRUSTEE PHILLIPS: *RESOLUTION #05-2023-23,*
18 *RESOLUTION authorizing the Village of Greenport to*
19 *use online billing and billpay services and*
20 *accepting the attached proposal from Invoice Cloud*
21 *for online billing and billpay services pursuant to*
22 *a more formal agreement. So moved.*

23 TRUSTEE DOUGHERTY-JOHNSON: Second.

24 MAYOR STUESSI: All in favor?

25 TRUSTEE BRENNAN: Can we discuss that?

1 MAYOR STUESSI: Yes, please.

2 TRUSTEE BRENNAN: This is the -- this is the
3 matter that we were discussing by email earlier
4 today?

5 MAYOR STUESSI: Yes.

6 TRUSTEE BRENNAN: Yeah. So is the Treasurer
7 here today?

8 MAYOR STUESSI: No, he's not.

9 TRUSTEE PHILLIPS: No, he's not.

10 TRUSTEE BRENNAN: Okay.

11 TRUSTEE PHILLIPS: He's available by text, if
12 you had some questions.

13 TRUSTEE BRENNAN: Okay. Well, no. I thought
14 maybe his -- so I had asked some questions in
15 reviewing the InvoiceCloud proposal and by email,
16 and Treasurer Gaffga responded to those questions
17 and comments. I thought maybe they should be
18 incorporated, but that's okay. Did everyone see
19 them, or anyone have any questions about them?

20 MAYOR STUESSI: Yeah. No, I did, I did read
21 them, and I think there's --

22 TRUSTEE PHILLIPS: I did, too.

23 TRUSTEE DOUGHERTY-JOHNSON: Yeah, I did, too.

24 MAYOR STUESSI: I think there's a couple of
25 things that can be tweaked. And, you know, when we

1 get the final contract, we can make some of those
2 tweaks to make certain that everybody feels like
3 we're in a good place.

4 TRUSTEE BRENNAN: Right. So -- so how does
5 that work here? Because we're approving something
6 pursuant to a more formal agreement. So is that
7 what you're saying, between now and then there's an
8 opportunity?

9 MAYOR STUESSI: Yeah, between now and then we
10 could make the changes to it. Joe, correct me if
11 I'm wrong.

12 ATTORNEY PROKOP: No, that's right. So
13 the -- there's a couple of resolutions that will
14 be --

15 MAYOR STUESSI: Because you haven't even
16 reviewed the final agreement yet.

17 ATTORNEY PROKOP: No, we're still working on it.

18 MAYOR STUESSI: Right.

19 ATTORNEY PROKOP: And it will be -- it
20 will -- it's subject to the Trustees agreeing --
21 reviewing and approving that final agreement. On
22 this particular project and motion, I had the --
23 pretty much the same comments that Trustee Brennan
24 had when I saw this yesterday, and spoke to Stephen
25 about -- the Treasurer about this, and he said he

1 spoke to the company, and they said that the things
2 that we had raised as questions would be addressed
3 in their -- in the broader agreement that has more
4 specific details about those items. The material
5 that we saw was more of a pack -- you know, more a
6 brochure on the company. Although it was very
7 detailed, it's not -- it's not intended to be the
8 protective contract that we would normally expect.

9 TRUSTEE PHILLIPS: So let me ask this
10 question. This resolution is really an
11 authorization for the continued discussion with the
12 company to come up with a more formal contract and
13 services for us?

14 ATTORNEY PROKOP: Yes, to negotiate the
15 contract and then present it to the Board.

16 TRUSTEE PHILLIPS: Is that a better
17 explanation?

18 TRUSTEE BRENNAN: Yeah, that's helpful. I
19 think that makes sense. I think there's still a
20 question in my mind for the Treasurer himself, not
21 so much the vendor, about what's involved with
22 onboarding this technology for the Village. So I
23 had a question about staff, time and --

24 TRUSTEE PHILLIPS: Well, you and I both had
25 the same questions.

1 TRUSTEE BRENNAN: Yeah.

2 TRUSTEE PHILLIPS: And I -- I'm hoping that
3 when they get into the discussions, and perhaps the
4 Village Administrator can make that happen, that
5 the staff that actually has to operate this system
6 has some input or has some review of it to see what
7 challenges that may be presented in what transpires
8 downstairs.

9 ADMINISTRATOR PALLAS: Of course, yes. I
10 mean, it's two different steps, and I think what
11 Trustee Brennan is talking about is the startup
12 phase, as opposed to the operating phase. The
13 startup phase with these things, in my experience,
14 are not without their glitches. I mean, it's
15 two -- actually, probably three different computer
16 systems that will be involved. So that's always a
17 challenge to get them to work nicely together. But
18 the advantage of this company, as I understand it,
19 is that they actually integrate well with our
20 current accounting system. So I think that's going
21 to be a big -- a big advantage for us.

22 TRUSTEE BRENNAN: Okay, thank you. Well, I'm
23 willing to vote in favor of moving this forward. I
24 would like to have further discussion with the
25 Administrator and the Treasurer about the details

1 of this onboarding, as well as the maintenance of
2 the system.

3 TRUSTEE PHILLIPS: Well, I think that we all
4 would like that, to be honest with you. Perhaps
5 the Treasurer could be a little more specific at
6 the next work session. He'll have more information
7 by that point.

8 MAYOR STUESSI: Sure. And I would
9 encourage -- you know, we can circulate another
10 email with any further questions and, you know,
11 have him provide any answers in advance of that.

12 TRUSTEE PHILLIPS: Because I know --

13 MAYOR STUESSI: I think to one of your
14 points, and regarding some of the other staff,
15 making sure they're involved, I don't know if
16 anybody saw my email back. Mike Noone actually
17 brought up a good point, when they were having some
18 discussions between the two of them, of how account
19 numbers and customer numbers are different, but
20 confusing the residents, because it's two separate
21 series of numbers, and one is actually their
22 district area. So they're looking at how to deal
23 with that differently on billing, so that it won't
24 be confusing when payments comes in, which would be
25 helpful, yeah.

1 TRUSTEE PHILLIPS: Yeah, that was part of the
2 discussion that I had with the staff downstairs.

3 TRUSTEE BRENNAN: Great.

4 TRUSTEE PHILLIPS: But I think -- I think
5 part of it is, is that we've all lived through
6 putting in new computer programs, and sometimes
7 they work and sometimes it gets glitchy. But I
8 have faith in Stephen, as far as he's probably very
9 extremely techie wise and looks very thoroughly
10 into that stuff. So --

11 ADMINISTRATOR PALLAS: Absolutely.

12 TRUSTEE PHILLIPS: -- I just -- I just want
13 it to be inclusive, that everybody has an
14 opportunity. Even though I do know that the
15 Treasurer has dealt with downstairs in bill-paying
16 before he became upstairs staff. So I just -- I
17 think that it would be a more -- bringing people
18 together to work on it, instead of being frustrated
19 in the end of having glitches show up that somebody
20 didn't catch. Is that making sense?

21 MAYOR STUESSI: Yeah, that's --

22 TRUSTEE DOUGHERTY-JOHNSON: It would be great
23 to --

24 MAYOR STUESSI: The goal of implementing the
25 system is to save time and --

1 TRUSTEE PHILLIPS: Right.

2 MAYOR STUESSI: -- effort downstairs, so we
3 can better focus on --

4 TRUSTEE DOUGHERTY-JOHNSON: It would be great
5 to look at it from like a customer perspective,
6 too.

7 TRUSTEE PHILLIPS: Right.

8 TRUSTEE DOUGHERTY-JOHNSON: Like I don't know
9 if at some point we could get like, you know, a
10 fake login and like kind of go through it as a
11 customer.

12 TRUSTEE BRENNAN: Okay, thank you.

13 TRUSTEE PHILLIPS: We need -- do we need to
14 vote on it? Did we vote on this?

15 TRUSTEE DOUGHERTY-JOHNSON: We didn't vote yet.

16 MAYOR STUESSI: No, we haven't voted. All in
17 favor? Who was the second? Pardon me.

18 TRUSTEE PHILLIPS: Lily was.

19 MAYOR STUESSI: Okay. All in favor?

20 TRUSTEE ROBINS: Aye.

21 TRUSTEE BRENNAN: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE DOUGHERTY-JOHNSON: Aye.

24 MAYOR STUESSI: Aye.

25 Any opposed?

1 (No Response)

2 MAYOR STUESSI: Motion carries.

3 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*

4 *#05-2023-24, RESOLUTION approving the attached*

5 *annual agreement between the Town of Southold and*

6 *the Village of Greenport regarding the Marine*

7 *Pump-Out Station, and authorizing Mayor Stuessi to*

8 *sign the agreement between the Town of Southold and*

9 *the Village of Greenport regarding the marine*

10 *Pump-Out Station. So moved.*

11 TRUSTEE ROBINS: Second.

12 MAYOR STUESSI: All in favor?

13 TRUSTEE ROBINS: Aye.

14 TRUSTEE BRENNAN: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE DOUGHERTY-JOHNSON: Aye.

17 MAYOR STUESSI: Aye.

18 Any opposed?

19 (No Response)

20 MAYOR STUESSI: The motion carries.

21 TRUSTEE ROBINS: *RESOLUTION #05-2023-25,*

22 *RESOLUTION approving the following musical*

23 *performance schedule and a payment of \$1200.00 per*

24 *each performance for the 2023 Dances in the Park*

25 *program, to be expensed from Account A.7312.400*

1 *(Arts and Culture Exhibitions) and authorizing*
2 *Mayor Stuessi to sign the performance agreements:*
3 *July 3rd Gene Casey and the Lonesharks*
4 *July 10th Bachatu*
5 *July 17th Mambo Loco*
6 *July 24th Winston Irie*
7 *July 31st The Vendettas*
8 *August 7th Foster Europe featuring*
9 *The Second Hands*
10 *August 14th Southbound*
11 *August 21st REEB (Real East End Brass)*
12 *And August 28th The Hoodoo Loungers*
13 So moved.
14 TRUSTEE BRENNAN: Second.
15 MAYOR STUESSI: All in favor?
16 TRUSTEE ROBINS: Aye.
17 TRUSTEE BRENNAN: Aye.
18 TRUSTEE PHILLIPS: Aye.
19 TRUSTEE DOUGHERTY-JOHNSON: Aye.
20 MAYOR STUESSI: Aye.
21 Any opposed?
22 (No Response)
23 MAYOR STUESSI: Motion carries.
24 TRUSTEE ROBINS: That's a great lineup, by
25 the way.

1 TRUSTEE BRENNAN: Yeah.

2 TRUSTEE PHILLIPS: It is.

3 TRUSTEE ROBINS: I have to tell you, really good.

4 TRUSTEE PHILLIPS: Lily, you did a great job.

5 Thank you.

6 TRUSTEE DOUGHERTY-JOHNSON: Thank you.

7 TRUSTEE BRENNAN: *RESOLUTION #05-2023-26,*
8 *RESOLUTION approving the contract between the*
9 *Village of Greenport and James Schott for the*
10 *provision of technical sound services at all nine*
11 *(9) of the 2023 Dances in the Park performances, at*
12 *a rate of \$600.00 per performance; and authorizing*
13 *Mayor Stuessi to sign the contract between the*
14 *Village of Greenport and James Schott, pursuant to*
15 *more formal contract. So moved.*

16 TRUSTEE PHILLIPS: Second.

17 MAYOR STUESSI: All in favor?

18 TRUSTEE ROBINS: Aye.

19 TRUSTEE BRENNAN: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE DOUGHERTY-JOHNSON: Aye.

22 MAYOR STUESSI: Aye.

23 Any opposed?

24 (No Response)

25 MAYOR STUESSI: The motion carries.

1 TRUSTEE PHILLIPS: *RESOLUTION #05-2023-27,*
2 *RESOLUTION rehiring Abigail Elizabeth Kunz as*
3 *part-time seasonal lifeguard at Fifth Street Beach*
4 *at an hourly wage of \$22.00 per hour, effective,*
5 *June 14th, 2023. So moved.*

6 TRUSTEE DOUGHERTY-JOHNSON: Second.

7 MAYOR STUESSI: All in favor?

8 TRUSTEE ROBINS: Aye.

9 TRUSTEE BRENNAN: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE DOUGHERTY-JOHNSON: Aye.

12 MAYOR STUESSI: Aye.

13 Any opposed?

14 (No Response)

15 MAYOR STUESSI: The motion carries.

16 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*
17 *#05-2023-28, Resolution rehiring Christina LaPera*
18 *as a part-time seasonal lifeguard at Fifth Street*
19 *Beach at an hourly wage of \$22.00 per hour,*
20 *effective June 14th, 2023. So moved.*

21 TRUSTEE ROBINS: Second.

22 MAYOR STUESSI: All in favor?

23 TRUSTEE ROBINS: Aye.

24 TRUSTEE BRENNAN: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 TRUSTEE DOUGHERTY-JOHNSON: Aye.

2 MAYOR STUESSI: Aye.

3 Any opposed?

4 (No Response)

5 MAYOR STUESSI: The motion carries.

6 TRUSTEE ROBINS: *RESOLUTION #05-2023-29,*
7 *Resolution rehiring Anabelle Odell as a part-time*
8 *seasonal lifeguard at Fifth Street Beach at an*
9 *hourly wage of \$22.00 per hour, effective*
10 *June 14th, 2023. So moved.*

11 TRUSTEE BRENNAN: Second.

12 MAYOR STUESSI: All in favor?

13 TRUSTEE ROBINS: Aye.

14 TRUSTEE BRENNAN: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE DOUGHERTY-JOHNSON: Aye.

17 MAYOR STUESSI: Aye.

18 Any opposed?

19 (No Response)

20 MAYOR STUESSI: The motion carries.

21 TRUSTEE BRENNAN: *RESOLUTION #05-2023-30,*
22 *Resolution hiring Luke Weir as a part-time seasonal*
23 *lifeguard at Fifth Street Beach at an hourly rate*
24 *of \$22.00 per hour, effective June 14th, 2023.*
25 So moved.

1 TRUSTEE PHILLIPS: Second.

2 MAYOR STUESSI: All in favor?

3 TRUSTEE ROBINS: Aye.

4 TRUSTEE BRENNAN: Aye.

5 TRUSTEE PHILLIPS: Aye.

6 TRUSTEE DOUGHERTY-JOHNSON: Aye.

7 MAYOR STUESSI: Aye.

8 Any opposed?

9 (No Response)

10 MAYOR STUESSI: The motion carries.

11 TRUSTEE PHILLIPS: *RESOLUTION #05-2023-31,*
12 *RESOLUTION hiring of Christina North as a part-time*
13 *carouse1 employee at an hourly rate (wage) of*
14 *\$15.00 per hour, effective June 1st, 2023.*

15 So moved.

16 TRUSTEE DOUGHERTY-JOHNSON: Second.

17 MAYOR STUESSI: All in favor?

18 TRUSTEE ROBINS: Aye.

19 TRUSTEE BRENNAN: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE DOUGHERTY-JOHNSON: Aye.

22 MAYOR STUESSI: Aye.

23 Any opposed?

24 (No Response)

25 MAYOR STUESSI: The motion carries.

1 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*
2 *#05-2023-32, RESOLUTION approving an increase in*
3 *the hourly wage rate of part-time Recreation*
4 *Department employee Joanne Jackson from \$18.00*
5 *per hour to \$20.00 per hour, effective May 25th,*
6 *2023. So moved.*

7 TRUSTEE ROBINS: Second.

8 MAYOR STUESSI: All in favor?

9 TRUSTEE ROBINS: Aye.

10 TRUSTEE BRENNAN: Aye.

11 TRUSTEE PHILLIPS: Aye.

12 TRUSTEE DOUGHERTY-JOHNSON: Aye.

13 MAYOR STUESSI: Aye.

14 Any opposed?

15 (No Response)

16 MAYOR STUESSI: Motion carries.

17 TRUSTEE ROBINS: *RESOLUTION #05-2023-33,*
18 *RESOLUTION hiring of Elizabeth Malinowski as a*
19 *part-time seasonal Carousel and Recreation Center*
20 *employee at an hourly wage rate of \$18.00 per hour,*
21 *effective, May 25th, 2023. So moved.*

22 TRUSTEE BRENNAN: Second.

23 MAYOR STUESSI: All in favor?

24 TRUSTEE ROBINS: Aye.

25 TRUSTEE BRENNAN: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 TRUSTEE DOUGHERTY-JOHNSON: Aye.

3 MAYOR STUESSI: Aye.

4 Any opposed?

5 (No Response)

6 MAYOR STUESSI: The motion carries.

7 TRUSTEE BRENNAN: *RESOLUTION #05-2023-34,*
8 *RESOLUTION hiring of Patrick Michael Ciampa as a*
9 *part-time dock hand employee at an hourly wage of*
10 *\$15.00 per hour, effective June 15th, 2023. So moved.*

11 TRUSTEE PHILLIPS: Second.

12 MAYOR STUESSI: All in favor?

13 TRUSTEE ROBINS: Aye.

14 TRUSTEE BRENNAN: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE DOUGHERTY-JOHNSON: Aye.

17 MAYOR STUESSI: Aye.

18 Any opposed?

19 (No Response)

20 MAYOR STUESSI: The Motion carries.

21 TRUSTEE PHILLIPS: *RESOLUTION #05-2023-35,*
22 *RESOLUTION scheduling a public hearing for 6 p.m.*
23 *on Thursday, June 22nd, 2023 at the Third Street*
24 *Fire Station, Third and South Streets, Greenport,*
25 *New York, 11944 regarding the Wetlands Permit*

1 *Application Submitted by Kate Rummel, Agent on*
2 *behalf of 67 Sound Cheshire LP for the property at*
3 *520 Madison Avenue, Greenport, New York, 11944 to*
4 *perform the following work:*

5 *To renovate the existing house, add two*
6 *1-story additions, install inground swimming pool,*
7 *outdoor shower, gravel driveway and walkway, as*
8 *well as an ecological restoration wetland buffer.*
9 *+/- 144 cubic yards of fill will be excavated.*
10 *Excavated material will be graded on site, and*
11 *directing Village Deputy Clerk Odden to notice the*
12 *public hearing accordingly. So moved.*

13 TRUSTEE DOUGHERTY-JOHNSON: Second.

14 MAYOR STUESSI: All in favor?

15 TRUSTEE ROBINS: Aye.

16 TRUSTEE BRENNAN: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 TRUSTEE DOUGHERTY-JOHNSON: Aye.

19 MAYOR STUESSI: Aye.

20 Any opposed?

21 (No Response)

22 MAYOR STUESSI: The motion carries.

23 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*
24 *#05-2023-36, RESOLUTION scheduling a public hearing*
25 *for 6 p.m. on Thursday, June 22nd, 2023 at the*

1 *Third Street Fire Station, Third and South Streets,*
2 *Greenport, New York, 11944 regarding the Wetlands*
3 *Permit Application submitted by Costello Marine*
4 *Contracting Corp., on behalf of Research Charters,*
5 *Inc., c/o Walter Gezari for the property at*
6 *204 Carpenter Street, Greenport, New York, 11944 to*
7 *perform the following work:*

8 *North Wall: Construct 246' of new bulkhead*
9 *immediately in front of existing bulkhead. Connect*
10 *new tie-rods from existing backing system.*

11 *East Wall: Construct 100' of new bulkhead*
12 *immediately in front of existing Bulkhead. Connect*
13 *new tie-rods from existing backing system. Repair*
14 *existing pier as necessary.*

15 *South Wall: Construct 125' of new bulkhead*
16 *immediately in front of existing bulkhead. Connect*
17 *new tie-rods from existing backing system.*

18 *Construct 68'4" of new bulkhead along face of*
19 *existing building section located over water on*
20 *piling. Connect new tie-rods to face piling of*
21 *existing bulkhead located below building. Remove*
22 *existing 3'x12' fixed dock; 96' of existing*
23 *bulkhead and 135 cubic yards of fill. Construct*
24 *85' of new bulkhead in new location, and*

25 *Fill: Fill all void areas landward of*

1 *existing bulkheads and areas between old and new*
2 *bulkhead.*

3 *And directing Village Deputy Clerk Oddon to*
4 *notice the public hearing accordingly. So moved.*

5 TRUSTEE ROBINS: Second.

6 MAYOR STUESSI: All in --

7 TRUSTEE BRENNAN: I'd --

8 MAYOR STUESSI: Please.

9 TRUSTEE BRENNAN: I'd like to discuss this
10 for a moment. I have a -- I need to disclose that
11 I have business relations with entities related to
12 Costello Marine Contracting Corp. I don't think
13 there's any conflict of interest in voting to
14 schedule a public hearing. I just want to let
15 everyone know the --

16 MAYOR STUESSI: Thank you.

17 TRUSTEE BRENNAN: I just want to disclose that.

18 MAYOR STUESSI: Joe, anything on that?

19 ATTORNEY PROKOP: No. I think it's -- I
20 think it was proper to have that disclosure, but I
21 think that he could move ahead, I don't think he
22 has to recuse himself.

23 MAYOR STUESSI: Okay, thank you.

24 TRUSTEE BRENNAN: Thank you.

25 MAYOR STUESSI: All in favor?

1 TRUSTEE ROBINS: Aye.

2 TRUSTEE BRENNAN: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE DOUGHERTY-JOHNSON: Aye.

5 MAYOR STUESSI: Aye.

6 Any opposed?

7 (No Response)

8 MAYOR STUESSI: The motion carries.

9 TRUSTEE ROBINS: *RESOLUTION #05-2023-37,*
10 *RESOLUTION approving the Public Assembly Permit*
11 *Application submitted by Vicky Kotula on behalf of*
12 *The Floyd Memorial Library to use a portion of*
13 *Mitchell Park from 5:00 p.m. through 8:00 p.m. on*
14 *August 1st, 2023 for the annual Brady Rymer*
15 *Children's Concert, with the permit fee for the*
16 *event to be waived. So moved.*

17 TRUSTEE BRENNAN: Second.

18 MAYOR STUESSI: All in favor?

19 TRUSTEE ROBINS: Aye.

20 TRUSTEE BRENNAN: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 TRUSTEE DOUGHERTY-JOHNSON: Aye.

23 MAYOR STUESSI: Aye.

24 Any opposed?

25 (No Response)

1 MAYOR STUESSI: The motion carries.

2 TRUSTEE BRENNAN: *RESOLUTION #05-2023-38,*
3 *RESOLUTION approving the Public Assembly Permit*
4 *Application submitted by the Southold Town Police*
5 *Department and Paul Drum Life Experience Project*
6 *for the use of a portion of Mitchell Park from*
7 *10 a.m. through 12 noon on August 2nd, 2023 for a*
8 *Police Festival, with the application fee for this*
9 *event to be waived. So moved.*

10 TRUSTEE PHILLIPS: Second.

11 MAYOR STUESSI: All in favor?

12 TRUSTEE ROBINS: Aye.

13 TRUSTEE BRENNAN: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 TRUSTEE DOUGHERTY-JOHNSON: Aye.

16 MAYOR STUESSI: Aye.

17 Any opposed?

18 (No Response)

19 The motion carries.

20 TRUSTEE PHILLIPS: *RESOLUTION #05-2023-39,*
21 *RESOLUTION approving the Public Assembly Permit*
22 *Application submitted by Standard Hose Company #4*
23 *of the Greenport Fire Department for the use of the*
24 *grounds at Station One Firehouse from 7 a.m.*
25 *through 10 p.m. on August 19th, 2023 for the annual*

1 *Chicken Barbecue Fundraiser, with the application*
2 *fee for this event to be waived. So moved.*

3 TRUSTEE DOUGHERTY-JOHNSON: Second.

4 MAYOR STUESSI: All in favor?

5 TRUSTEE ROBINS: Aye.

6 TRUSTEE BRENNAN: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE DOUGHERTY-JOHNSON: Aye.

9 MAYOR STUESSI: Aye.

10 Any opposed?

11 (No Response)

12 MAYOR STUESSI: The motion carries.

13 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*

14 *#05-2023-40, RESOLUTION approving the Public*
15 *Assembly Permit application submitted by St. Agnes*
16 *Roman Catholic Church, from 8:30 p.m. to 10 p.m. on*
17 *Saturday, June 10th, 2023, starting their*
18 *procession at St. Agnes R.C. Church at 523 Front*
19 *Street accepting the proposed route with temporary*
20 *road closures: Front Street to Fifth Street, Fifth*
21 *Street to Wiggins Street, and Wiggins Street to*
22 *Sixth Street, with the application fee for this*
23 *event to be waived. So moved.*

24 TRUSTEE ROBINS: Second.

25 MAYOR STUESSI: All in favor?

1 TRUSTEE ROBINS: Aye.

2 TRUSTEE BRENNAN: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE DOUGHERTY-JOHNSON: Aye.

5 MAYOR STUESSI: Aye.

6 Any opposed?

7 (No Response)

8 MAYOR STUESSI: The motion carries.

9 TRUSTEE ROBINS: *RESOLUTION #05-2023-43,*
10 *Resolution amending Resolution #03-2023-18,*
11 *approving the Public Assembly Permit Application*
12 *submitted by Candace Hall for the use of the*
13 *Third Street Basketball Court from 11:00 a.m.*
14 *through 7:00 p.m. on July 22nd, 2023 for the annual*
15 *Youth Basketball Tournament and amend to include*
16 *for further safety reasons temporarily closing*
17 *traffic in both directions between Center Street*
18 *and North Street. So moved.*

19 TRUSTEE BRENNAN: Second.

20 MAYOR STUESSI: All in favor?

21 TRUSTEE ROBINS: Aye.

22 TRUSTEE BRENNAN: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 TRUSTEE DOUGHERTY-JOHNSON: Aye.

25 MAYOR STUESSI: Aye.

1 Any opposed?

2 (No Response)

3 MAYOR STUESSI: The motion carries.

4 The next resolution is 05-2023-41. I'd like
5 to discuss this for a moment. As I was coming into
6 the meeting, I understand there was a very
7 significant ruling by the United States Supreme
8 Court regarding wetlands issues and other issues
9 related to the water. I wanted to ask the Village
10 Attorney if we are governed by having this board,
11 as three member of this council, advisory council
12 is three members, and if we approve this, do we
13 have the ability later on to potentially change it?
14 Otherwise, it's not a voting board, it's purely a
15 board to make recommendations. Could we add on one
16 more member if we're looking for somebody with
17 expertise in a particular area to be in assistance?
18 Or would it be better to let this council stand as
19 a holdover, and then appoint in the next meeting
20 with potentially an additional person?

21 ATTORNEY PROKOP: Well, if you're asking me
22 with respect to a decision that was made this
23 afternoon by the Supreme Court, I need time to
24 review that. But my recommendation would be --

25 MAYOR STUESSI: Yeah. No, I'm not asking

1 about that case. I specifically want to make sure
2 we do take the time to review it and decide if we
3 need some additional expertise on this council.

4 ATTORNEY PROKOP: Then my -- so it -- so the
5 answer to your first question is this is an
6 advisory board only --

7 MAYOR STUESSI: Right.

8 ATTORNEY PROKOP: -- and it could be changed
9 at any time by you as the Mayor. But my -- if
10 you're considering, because of something else
11 happening extraneous to the Village, but relevant
12 to make a change, then probably what you should do
13 is to just let these people hold over for one month
14 until you make your decision, and try to make --
15 you know, we'll consult and you can consult with
16 whoever you need to speak to.

17 MAYOR STUESSI: Okay. Then I'd like --

18 TRUSTEE PHILLIPS: Wait, wait. I'd like
19 to -- I'd like to -- Joe, you're stating that -- my
20 understanding is that the membership to this
21 advisory council is tied to our wetlands permit.
22 They have to do the wetlands permit review before
23 we can -- they make recommendations to us on
24 wetlands review, but we -- do we not have the
25 availability -- the Mayor can, if he wants to add

1 any membership to this, add it at our next meeting?

2 ATTORNEY PROKOP: I think that this comes out
3 of the --

4 TRUSTEE PHILLIPS: LWRP.

5 ATTORNEY PROKOP: I think this board comes
6 out of the code.

7 TRUSTEE PHILLIPS: Yes, it does, it's out of
8 the LWRP.

9 ATTORNEY PROKOP: Yeah. So it's -- you know,
10 I don't know that it's going to be that easy to --
11 we could -- I think we could add one person as an
12 advisor or consultant.

13 MAYOR STUESSI: But there's no problem
14 keeping them on holdover.

15 ATTORNEY PROKOP: Absolutely not. That's
16 why --

17 MAYOR STUESSI: And then we could make a
18 decision as we need to after we review the law and
19 decide if we need additional expertise.

20 ATTORNEY PROKOP: There's no problem with
21 that, and that's why I recommended --

22 MAYOR STUESSI: And they could still attend
23 these, you know, reviews as needed, offer advice to
24 the Board. And if we decide we need some
25 additional expertise, we could then add that or

1 potentially modify at our next meeting.

2 TRUSTEE PHILLIPS: But our -- but our code
3 doesn't mandate the number of members on this
4 committee, does it?

5 ATTORNEY PROKOP: I have to check the code.
6 I'm sorry.

7 TRUSTEE PHILLIPS: Does it? Paul, I'm sorry,
8 do you want to speak to this?

9 ADMINISTRATOR PALLAS: I don't believe it
10 does. I don't believe it does, no. There's no --
11 no number.

12 TRUSTEE PHILLIPS: Because we used to have
13 more than three people on here, there used to be
14 five.

15 ADMINISTRATOR PALLAS: There used to be
16 five, yes.

17 TRUSTEE PHILLIPS: Okay. I'm just pointing
18 it out, that, you know, I'm not sure that some
19 people -- you know, perhaps some of those who are
20 making decisions on -- or advice -- okay. I'll
21 take a step back.

22 ATTORNEY PROKOP: So my recommendation, based
23 on what's been asked and what's been said, is to
24 table this for one month and keep these people on
25 as holdovers. And I thought that there were -- if

1 this is the entire committee, I thought there were
2 supposed to be additional people on this committee,
3 because, really, it's two people, plus the Village
4 Administrator as sort of ex officio as an added
5 person. So I think that that needs to be reviewed.

6 MAYOR STUESSI: Yeah. I'd like to make a
7 motion to table *RESOLUTION #05-2023-41* until the
8 next meeting, so that we can review the membership
9 on this, as well as simultaneously review and seek
10 some counsel on the Supreme Court ruling and how
11 that might potentially affect any decision-making
12 on our reviews going forward. May I have a second,
13 please?

14 TRUSTEE ROBINS: I'll second that.

15 TRUSTEE BRENNAN: Do you need to --

16 MAYOR STUESSI: Any other discussion?

17 TRUSTEE PHILLIPS: You need --

18 TRUSTEE BRENNAN: Do you need to say that
19 they're being held over?

20 TRUSTEE PHILLIPS: Yeah, you --

21 ATTORNEY PROKOP: No, they hold over.

22 MAYOR STUESSI: They're automatically held over.

23 TRUSTEE BRENNAN: Oh, excuse me.

24 MAYOR STUESSI: Yeah.

25 TRUSTEE BRENNAN: Thank you.

1 MAYOR STUESSI: It's all right.

2 TRUSTEE PHILLIPS: Okay, but I -- but we --
3 my question is, is, and, Mayor, and it's a
4 technical question, you're amending a resolution
5 that hasn't been read into the record yet? Is that
6 correct, we didn't read it?

7 ATTORNEY PROKOP: I thought he was tabling that.

8 TRUSTEE DOUGHERTY-JOHNSON: He was tabling it.

9 TRUSTEE PHILLIPS: He's tabling it?

10 MAYOR STUESSI: Yes.

11 TRUSTEE PHILLIPS: You could table a
12 resolution before you read it?

13 ATTORNEY PROKOP: I think you can, yes.

14 TRUSTEE PHILLIPS: I've never done that
15 before. Okay. All right, go ahead. You put the
16 motion on the table; I'll second it.

17 MAYOR STUESSI: All in favor?

18 TRUSTEE ROBINS: Aye.

19 TRUSTEE BRENNAN: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE DOUGHERTY-JOHNSON: Aye.

22 MAYOR STUESSI: Aye.

23 Any opposed?

24 (No Response)

25 MAYOR STUESSI: The motion carries.

1 TRUSTEE PHILLIPS: I'll read the next one,
2 it's okay.

3 (RESOLUTION) #05-2023-42, RESOLUTION
4 approving all checks per the Voucher Summary Report
5 dated May 23rd, 2023, in the total amount of
6 \$494,573.99 consisting of:

7 o All regular checks in the amount of
8 \$421,685.18, and

9 o All prepaid checks (including wire
10 transfers) in the amount of \$72,888.81.

11 So moved.

12 TRUSTEE DOUGHERTY-JOHNSON: Second.

13 MAYOR STUESSI: All in favor?

14 TRUSTEE ROBINS: Aye.

15 TRUSTEE BRENNAN: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE DOUGHERTY-JOHNSON: Aye.

18 MAYOR STUESSI: Aye.

19 Any opposed?

20 (No Response)

21 MAYOR STUESSI: The motion carries.

22 TRUSTEE PHILLIPS: We have one more to go.

23 MAYOR STUESSI: And RESOLUTION #05-2023-44
24 (Read as Number 43), this is the amended one that I
25 spoke about earlier. A resolution accepting and

1 *approving the renewal offer dated May 23rd, 2023,*
2 *and made by the New York Municipal Insurance*
3 *Reciprocal through McMann Price Agency on May 25th,*
4 *2023 renewing the Village insurance coverage with*
5 *NYMIR through May 31st, 2024, and authorizing*
6 *Mayor Stuessi to execute any necessary documents*
7 *for the renewal.*

8 TRUSTEE PHILLIPS: Second.

9 MAYOR STUESSI: All in favor?

10 TRUSTEE ROBINS: Aye.

11 TRUSTEE BRENNAN: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 TRUSTEE DOUGHERTY-JOHNSON: Aye.

14 MAYOR STUESSI: Aye.

15 Any opposed?

16 (No Response)

17 MAYOR STUESSI: The motion carries.

18 With that, I'd like to make a motion to close
19 the public portion of the meeting and to go into
20 executive session to discuss litigation and a
21 personnel matter. Is there anything else we need
22 to discuss in executive session, Joe?

23 ATTORNEY PROKOP: No, that's -- those are the
24 two things. Thank you.

25 MAYOR STUESSI: Okay. May I have a second,

1 please?

2 TRUSTEE PHILLIPS: Second.

3 TRUSTEE BRENNAN: Second.

4 MAYOR STUESSI: All in favor?

5 TRUSTEE ROBINS: Aye.

6 TRUSTEE BRENNAN: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE DOUGHERTY-JOHNSON: Aye.

9 MAYOR STUESSI: Aye.

10 Any opposed?

11 (No Response)

12 MAYOR STUESSI: The motion carries.

13 Thank you. Have a good night.

14 (The Meeting was Adjourned to Executive
15 Session at 7:04 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 May 25, 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 7th day of June, 2023.

Lucia Braaten
Lucia Braaten

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2023 Period: 5 Trans Type: B1 - Transfer Status: Batch
Trans No: 5179 Trans Date: 05/08/2023 User Ref: STEPHEN
Requested: S GAFFGA Approved: Created by: STEPHEN 05/08/2023
Description: TO TRANSFER FUNDS TO FUND CAROUSEL CLEANING AND ABATEMENT Account # Order: No
PREVAILING WAGE REVISION Print Parent Account: No

Account No.	Account Description	Amount
A.7110.101	PARKS..RECREATION PERSONNEL	-16,690.00
A.7312.401	CAROUSEL EXPENSE	16,690.00
Total Amount:		<u>0.00</u>

Capital Project Contract

This Contract (“the Contract”) is between the **County of Suffolk (“the County”)**, a municipal corporation of the State of New York, acting through its duly constituted **Department of Economic Development and Planning (“the Department”)**, located at 100 Veterans Memorial Highway, 11th Floor, Hauppauge, New York 11788; and the **Village of Greenport (“Contractor”)**, a municipal corporation, having an address at 236 Third Street, Greenport, NY 11944.

The Contractor has been designated as a recipient of Round XX Downtown Revitalization Funds per Suffolk County Resolution No. 750-2022 and has heretofore expressed its desire to undertake or assist in undertaking the Downtown Revitalization project as set forth Article I, entitled “Description of Services,” and Exhibit 2 herein.

Term of the Contract: April 1, 2023 through March 31, 2025; with two (2) one (1) year options, to be exercised at the County’s discretion, on the same terms and conditions herein.

Total Cost of the Contract: Shall not exceed **\$29,899.00**, to be paid as set forth in Article V and Exhibit 2, attached.

Terms and Conditions: Shall be as set forth in Articles I through V, and Exhibits 1 through 4, attached hereto and made a part hereof.

In Witness Whereof, the parties hereto have executed the Contract as of the latest date written below.

Village of Greenport

By: _____
Name: Hon. Kevin Stuessi
Title: Mayor
Fed. Tax ID #: 11-6002115
Date _____

_____ hereby certifies under penalties of perjury that I am an officer of Village of Greenport, that I have read and I am familiar with §A5-8 of Article V of the Suffolk County Code, and that the Village of Greenport meets all requirements to qualify for exemption there under.

Name _____ Date _____

Approved as to Form:
Dennis M. Brown
Acting County Attorney

By: _____
Brittany L. Toledano
Assistant County Attorney
Date _____

COUNTY OF SUFFOLK

By: _____
Lisa Black
Chief Deputy County Executive
Date: _____

Approved:
Department of Economic Development and Planning
By: _____

Name: Sarah Lansdale
Title: Commissioner
Date _____

Barcode:

Exhibit 4

EASEMENT

THIS INDENTURE, made this ____ day of _____, _____, between the **Village of Greenport**, a municipal corporation of the State of New York having its principal place of business at 236 Third Street, Greenport, NY 11944. (hereinafter referred to as "Grantor"); and the **County of Suffolk**, a municipal corporation of the State of New York with offices at Suffolk County Center, Center Drive, Riverhead, New York 11901 (hereinafter referred to as "Grantee"):

WITNESSETH:

WHEREAS, the Grantor covenants that it is seized of certain premises (the "Subject Premises") described in Schedule "A", attached hereto and made a part hereof, of which a Map or Survey is also attached hereto and made a part of hereof, as Schedule "B", and further the Grantor also covenants that it has good right and title to convey the Subject Premises; and

WHEREAS, the Grantor desires to participate in the Grantee's Downtown Revitalization / Beautification and Renewal Program, which will consist of a joint project in which the Grantee shall agree, pursuant to an intermunicipal agreement between the Grantor and the Grantee, to assist in the financing of the construction of certain infrastructure improvements on land not owned by the Grantee; and

WHEREAS, in conformity with the Grantee's Downtown Revitalization / Beautification and Renewal Program, the Grantor is required to grant an easement to the Grantee, comprised of that portion of the Subject Premises upon which such infrastructure improvements will be built, along with the real property necessary to gain access to such infrastructure improvements; and

WHEREAS, the Grantor desires to convey an easement, for the time period stipulated in paragraph 6 of this Indenture, on, over, across and in all or a portion of the Subject Premises to the Grantee, and its successors and assigns, for the purposes as set forth below:

NOW, THEREFORE, the Grantor does hereby grant and convey unto the Grantee, and its successors and assigns, an easement on, over, across and in the Subject Premises (hereinafter referred to as the "Easement," described in Schedule A, of which a map or survey is also attached as Schedule B).

Said Easement herein granted includes the following rights and privileges:

1. The right and privilege, but not the obligation or duty, to ascertain site conditions and/or inspect, build, operate, maintain, remediate and gain access, as necessary, to the following infrastructure improvements (the "Infrastructure

Improvements”) at the Subject Premises without limitation, along with the real property necessary to gain access to such Infrastructure Improvements:

A) Installation of light sculptures along the wall of the alleyway connecting East Main Street and the Town-owned parking lot (on Peconic Riverfront), pursuant to Suffolk County Resolution 750-2022

2. Such right and privilege is for the purpose of protecting the Grantee’s interest in this Easement only, and is not for the purpose of ensuring the safety of persons on or near the Subject Premises.

3. The right and privilege shall be deemed to include, but not be limited to, ingress and egress over the Subject Premises in order to accomplish the rights and privileges granted in paragraph 1 of this Easement; and

4. The right to clear and disturb, in any reasonable manner, form or way, without limitation, the Subject Premises to effectuate the terms of this Easement.

TO HAVE AND TO HOLD, the rights and easements granted herein unto the Grantee, and its successors and assigns, and which shall run with the Subject Premises for the time period stipulated in paragraph 6 of this Easement, said Grantor and Grantee mutually agree and covenant as follows:

5. All Infrastructure Improvements as identified in paragraph 1 above, constructed by or on behalf of the Grantor, and its successors and assigns, upon the Easement, shall be and remain property of the Grantee, and its successors and assigns, until such time as this Easement is terminated.

6. a. This Easement shall commence upon its execution by the Grantor, and is deemed a condition precedent for the Grantee’s participation in the funding of the Grantor’s Infrastructure Improvements via the Grantee’s issuance of its notes and /or bonds.

b. This Easement shall terminate upon the condition precedent of written notice given by the Grantee to the Grantor, upon the occurrence of either of the following events:

(i) That the subject notes and/or bonds issued to finance all or part of the costs of the Infrastructure Improvements are fully paid and retired.

(ii) Upon full payment by the Grantor to the Grantee, of an amount comprised of the outstanding principal amount of the Grantee’s notes and/or bonds issued to finance all or part of the cost of the Infrastructure Improvements, plus all of the Grantee’s issuance costs, interest costs, redemption premiums, and penalties, if any, and administrative soft costs therefore, should there be any failure to comply with the terms and

conditions of the Capital Project Agreement between the Grantor and the Grantee of even date herewith.

7. The Grantee shall have the right of quiet enjoyment of said rights and easement.

8. The Grantee agrees to reasonably restore any Easement area(s) or other areas on the Subject Premises disturbed by the Grantee to a condition similar to that which existed prior to the disturbance.

9. The Grantor agrees that the terms, conditions, covenants, restrictions, and purposes of this Easement shall continue for the time period stipulated in paragraph 6 above, and the same shall be incorporated by reference in any subsequent deed or other legal instrument by which the Grantor divests itself of either the fee simple title to, or other possessory interest in the Subject Premises, or any portion thereof, specifically setting forth the date of this Easement and also the date that this Easement was recorded in the Suffolk County Clerk's Office, and the Liber and page thereof.

10. Except as set forth in paragraph 11 below, any rule of strict construction designed to limit the breadth of the restrictions in the use of the Easement shall not apply in the construction or interpretation of this Easement, and, this Easement shall be interpreted broadly to effectuate the purposes of this Easement as intended by the Grantor and Grantee.

11. The Grantor and Grantee acknowledge, agree and accept that this Easement shall be deemed to have been made pursuant to and in accordance with Suffolk County Legislative Resolution No. 808-1998 and the Rules and Regulations promulgated thereunder, and the Grantor shall be, and remain in compliance therewith.

12. Notwithstanding anything to the contrary, the Grantor, and its successors and assigns, agree that anyone who legally uses the Subject Premises, shall have the reasonable right to reasonably cross over the Easement, so long as the Grantee's rights, privileges and usage, as stipulated in this Easement, are not obstructed thereby.

13. The Grantor shall maintain the Easement in good repair at its sole cost and expense.

14. The Grantor shall, at its sole cost and expense, secure any and all permits or licenses which may be lawfully required by, and shall abide by all laws, rules, regulations and codes of, each and every municipality and/or department and/or agency, whether federal, state, or local, having jurisdiction in or over the Easement.

15. It is intended by the parties to this Indenture that the Easement is necessary for the issuance of bonds in connection with the Grantee's Downtown Revitalization / Beautification and Renewal Program and the Grantor's participation in such program, and is not intended to establish any liability to the Grantee regarding any construction, building or work performed at the Subject Premises. The Grantor agrees

that it shall protect, indemnify and hold harmless the Grantee and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, whatsoever, arising out of the acts, omissions or the negligence of the Grantor in connection with any construction, building and work performed at the Subject Premises, the use of the Subject Premises and this Easement. The Grantor shall defend the Grantee and its officers, officials, employees, contractors, agents and other persons in any claim and/or suit, including appeals, or at the Grantee's option, pay the Grantee reasonable attorneys' fees for defense of any such suit arising out of the acts, omissions or negligence of the Grantor, its officers, officials, employees, subcontractors or agents, if any, in connection with any construction, building and work performed at the Subject Premises, the use of the Subject Premises and this Easement.

16. The Grantor represents and warrants that neither the Grantor nor any official, officer, or employee of Grantor, has offered or given any gratuity to any official, employee or agent of Grantee, Suffolk County, New York State or any political party with the purpose or intent of securing favorable treatment with respect to the awarding or amending of an agreement, or the making of any determinations with respect to the performance of an agreement, and that Grantor has read and is familiar with the provisions of Suffolk County Local Law Number 32-1980.

17. The Grantor, in compliance with Section 13 of the Lien Law, hereby covenants that the Grantor will receive the funding provided by the Grantee under the Grantee's Downtown Revitalization / Beautification and Renewal Program and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvements and will apply the same first to the payment of the cost of the improvements before using any part of the total of the same for any purpose.

18. This Easement shall run with the land and shall be binding upon the parties thereto, their heirs, distributees, executors, successors, and assigns for the time period set forth in paragraph 6 above.

- Balance of page intentionally left blank -

IN WITNESS WHEREOF, the Grantor and Grantee have duly executed this Easement as of the date first above written.

Village of Greenport

By: _____

Name: Hon. Kevin Stuessi

Title: Mayor

Date: _____

County of Suffolk

By: _____

Name: Lisa Black

Title: Chief Deputy County Executive

Date: _____

**Approved:
Department of Economic Development &
Planning**

By: _____

Sarah Lansdale
Commissioner

Date: _____

**Approved as to Form:
Dennis M. Brown
Acting County Attorney**

By: _____

Brittany L. Toledano
Assistant County Attorney

Date: _____

ACKNOWLEDGEMENTS

STATE OF NEW YORK}
SS:
COUNTY OF SUFFOLK}

On the ___ day of ___ in the year ___ before me, the undersigned, personally appeared ___, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of individual taking acknowledgement)

STATE OF NEW YORK}
SS:
COUNTY OF SUFFOLK}

On the ___ day of ___ in the year ___ before me, the undersigned, personally appeared ___, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of individual taking acknowledgement)

Change Order No. 1

July 29, 2022

INC. VILLAGE OF GREENPORT
 Sewage Treatment Plant Site Improvements
 Contract 1
 Project No. GrptV 16-03

Description of Change

Item A: Addition of concrete slab replacement approximately 450 sq.ft. (As requested by Owner)

Reason for Change

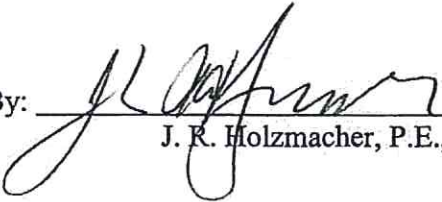
Item A: Nearly all existing concrete panels at the top of the staircase are cracked and need replacing. Limits of replacement set by owner.

Cost Change

a) Total Increase in Construction Cost \$ 6,264.00
 450 SF x \$11.60 per SF = \$5,220 x 1.2 = \$6,264.00

Contract Cost Change

Original Contract Award	\$ 549,837.50
Change Order No. 1	\$ 6,264.00
New Total	\$ 556,101.50

Recommended By:  Date: 8/1/22
 J. R. Holzmacher, P.E., LLC

Approved By: _____ Date: _____
 Village of Greenport

Accepted By: _____ Date: _____
 CCLI, Inc.

Change Order No. 2

July 29, 2022

INC. VILLAGE OF GREENPORT
 Sewage Treatment Plant Site Improvements
 Contract 1
 Project No. GrptV 16-03

Description of Change

Item A: Additional RCA and geogrid along portion of access roadway (As requested by Owner)

Reason for Change

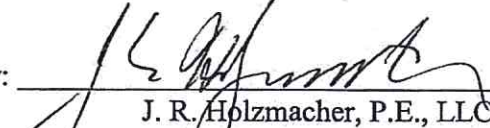
Item A: The access roadway located along the south side of the BNR tanks may require additional support in anticipation of heavy truck loading. At the request of the owner an additional layer of compacted RCA base and geogrid will be installed for approximately 100' of the roadway.

Cost Change

a) Total Increase in Construction Cost \$ 2,572.80
 $134 \text{ SY} \times \$16.00 \text{ per SY} = \$2,144.00 \times 1.2 = \$2,572.80$

Contract Cost Change

Original Contract Award	\$ 549,837.50
Change Order No. 1	\$ 6,264.00
Change Order No. 2	\$ 2,572.80
New Total	\$ 558,674.30

Recommended By:  Date: 8/11/22
 J. R. Holzmacher, P.E., LLC

Approved By: _____ Date: _____
 Village of Greenport

Accepted By: _____ Date: _____
 CCLI, Inc.

Change Order No. 3

July 29, 2022

INC. VILLAGE OF GREENPORT
 Sewage Treatment Plant Site Improvements
 Contract 1
 Project No. GrptV 16-03

Description of Change

Item A: Additional sand for backfill of area behind retaining walls, approximately 650 CY.

Reason for Change

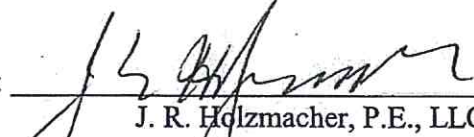
Item A: Existing materials used for the backfill on the aeration sludge holding tank were of poor quality and led to extensive settlement and concrete failure. New granular soils are required to prevent future settlement issues.

Cost Change

a) Total Increase in Construction Cost \$ 18,135.00
 650 CY x \$23.25 per CY = \$15,112.50 x 1.2 = \$18,135.00

Contract Cost Change

Original Contract Award	\$ 549,837.50
Change Order No. 1	\$ 6,264.00
Change Order No. 2	\$ 2,572.80
Change Order No. 3	\$ 18,135.00
New Total	\$ 576,809.30

Recommended By:  Date: 8/1/22
 J. R. Holzmacher, P.E., LLC

Approved By: _____ Date: _____
 Village of Greenport

Accepted By: _____ Date: _____
 CCLI, Inc.

P:\2016\GrptV\16-03 STP Retaining Wall\Correspondence\Construction Phase\Change Orders\2022-07-29 Change Order 3.doc

Change Order No. 4

July 29, 2022

INC. VILLAGE OF GREENPORT
 Sewage Treatment Plant Site Improvements
 Contract 1
 Project No. GrptV 16-03

Description of Change

Item A: Change of material being placed below retaining wall footings from 8" of well compacted RCA to 8" of well compacted crushed stone.

Reason for Change

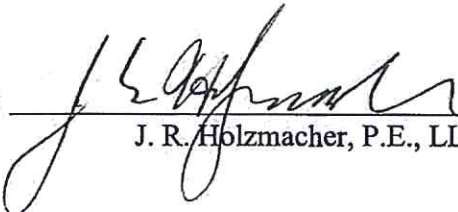
Item A: Perched water is being encountered during excavation for placement of retaining wall footings. Crushed stone would allow for greater ease of constructability due to the wet conditions.

Cost Change

a) Total Increase in Construction Cost \$ 1,248.00
 13.0 CY x \$80.00 per CY = \$1,040.00 x 1.2 = \$1,248.00

Contract Cost Change

Original Contract Award	\$ 549,837.50
Change Order No. 1	\$ 6,264.00
Change Order No. 2	\$ 2,572.80
Change Order No. 3	\$ 18,135.00
Change Order No. 4	\$ 1,248.00
New Total	\$ 578,057.30

Recommended By:  Date: 8/1/22
 J. R. Holzmacher, P.E., LLC

Approved By: _____ Date: _____
 Village of Greenport

Accepted By: _____ Date: _____
 CCLI, Inc.

Change Order No. 5

July 29, 2022

INC. VILLAGE OF GREENPORT
 Sewage Treatment Plant Site Improvements
 Contract 1
 Project No. GrptV 16-03

Description of Change

Item A: Proposed bottom of footing to be raised and set 3' below grade, not 4' as shown on the plans.

Reason for Change

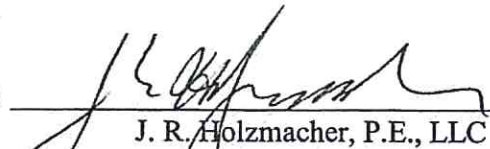
Item A: The existing retaining wall shown on the site's original plans along the aeration sludge holding tank was not encountered. Raising the bottom of footings of the proposed retaining wall from 4' below grade to 3' below grade will reduce the amount of excavation that will take place along the side of the existing aeration sludge holding tank that is to remain in service.

Cost Change

a) Total Reduction in Construction Cost	\$ (2,011.56)
---	---------------

Contract Cost Change

Original Contract Award	\$ 549,837.50
Change Order No. 1	\$ 6,264.00
Change Order No. 2	\$ 2,572.80
Change Order No. 3	\$ 18,135.00
Change Order No. 4	\$ 1,248.00
Change Order No. 5	\$ (2,011.56)
New Total	\$ 576,045.74

Recommended By:  Date: 8/11/22
 J. R. Holzmacher, P.E., LLC

Approved By: _____ Date: _____
 Village of Greenport

Accepted By: _____ Date: _____
 CCLI, Inc.

P:\2016\GrptV\16-03 STP Retaining Wall\Correspondence\Construction Phase\Change Orders\2022-07-29 Change Order 5.doc



PCO #006

Construction Consultants LI, Inc.
36 East 2nd Street
Riverhead, New York 11901
Phone: +16317276604

Project: - Greenport Sewage Treatment Plant Site Improvements
1885 Moores Ln
Greenport, New York 11944

Prime Contract Potential Change Order #006: Lower Grade at Diffusion Well

Table with 4 columns: TO, FROM, PCO NUMBER/REVISION, CONTRACT, REQUEST RECEIVED FROM, CREATED BY, STATUS, CREATED DATE, REFERENCE, PRIME CONTRACT CHANGE ORDER, FIELD CHANGE, LOCATION, ACCOUNTING METHOD, SCHEDULE IMPACT, PAID IN FULL, EXECUTED, SIGNED CHANGE ORDER RECEIVED DATE, TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: Lower Grade at Diffusion Well

CHANGE REASON: Field Condition

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

Below please find the scope of work and associated cost to lower the beehive casting, landscape the area around the diffusion well, re-grade topsoil and seed in order to utilize the landscape area for additional storm water.

- 1. Mobilize and demobilize equipment.
2. Strip and stockpile existing topsoil.
3. Lower beehive casting approx. 19".
4. Cut subgrade and relocate surplus to the north landscape area.
5. Subgrade the bowl area around diffusion well.
6. Respread topsoil and seed including 20cy of imported topsoil.

ATTACHMENTS:

Table with 7 columns: #, Budget Code, Description, Qty, Units, Unit Cost, Subtotal. Includes line items for earthwork and GC overhead & profit.

Bob Holzmacher (J.Robert Holzmacher P.E., LLC)
3555 Veterans Memorial Highway, Suite A
Ronkonkoma, New York 11779

Village of Greenport
236 Third St.
Greenport, New York 11944

CCLI
36 East 2nd Street
Riverhead, New York 11901

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE

THE
P R E C I S I O N
Precision Industrial Maintenance, Inc. • Martin Environmental Services, Inc.
Precision Trenchless, LLC
G R O U P

On Behalf of Precision Trenchless LLC, I am pleased to present you with pricing for Cleaning & CCTV work for the Village of Greenport NY. This work is to be piggyback under the Onondaga Contract #0000004284

Work scope included in pricing

- CCTV with thumb drive video and reports for 2800ft of 8" sanitary sewer main
- High pressure jetting and cleaning of all pipe – up to 3 passes
- PW rates – Labor and Equipment

Exclusions

- Water source to be provided by others
- Final billing will be done with post CCTV footages
- Traffic control beyond standard cones / signs
- Disposal of spoils / debris
- Permits
- Anything not otherwise mentioned in this proposal

• 2,800 ft of CCTV and Cleaning @ \$13.50 per ft	\$37,800.00
• Mobilization / Demobilization	\$3,750.00

Project cost estimate **\$41,550.00**

Please sign/date and send back if approved to begin work

Signature _____ Date _____

Please contact me with any questions
Sincerely,

Sean Bergman
313-319-6719
sbergman@precisiontrenchless.com



ONONDAGA COUNTY DIVISION OF PURCHASE

421 Montgomery Street, 13th Floor, Syracuse, NY 13202

Phone (315) 435-3458 Fax (315) 435-3424

Daniel Hammer
Purchasing Director

April 24, 2023

Mara Kilburn
Precision Trenchless LLC
1710 Erie Boulevard
Schenectady NY 12308

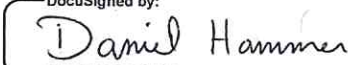
Re: Bid Ref. #0010394
For: Cured In-Place Pipe
Dept.: Water Environment Protection

Dear Ms. Kilburn:

Onondaga County is extending the term of this bid sixty (60) days from the expiration date of June 30, 2023 to August 30, 2023 or until a new contract takes effect.

Thank you for your continued service.

Sincerely,

DocuSigned by:

57E9E966235047B...

Daniel Hammer
Director

DH/ag



Onondaga County
Executive Department
Division of Purchase

John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse, NY 13202
www.ongov.net
Phone (315) 435-3458

J. RYAN MCMAHON, II
County Executive

DANIEL HAMMER
Director

April 4, 2022

Mara Kilburn
Precision Trenchless LLC
1710 Erie Blvd
Schenectady NY 12308

Bid Ref. No.: 0010394
For: Cured In Place Pipe

Dear Ms. Kilburn:

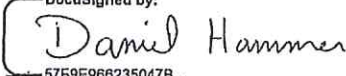
This is to inform you that the subject contract has been approved for renewal for an additional one (1) year period. Said period shall commence July 1, 2022 and terminate June 30, 2023.

Your acceptance or declination of the renewal of this contract under the same terms and conditions should be indicated with your signature below. Thereafter, return this letter to the attention of Alycia Guy within ten (10) days, or email alyciaguy@ongov.net. Failure to respond within the time specified may result in this contract being re-bid.

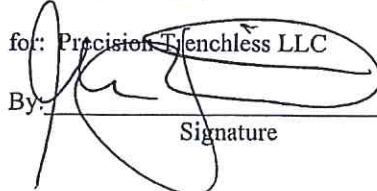
Please be advised that all insurance documents must be kept current. Please resubmit insurance documents, including workman's compensation, as originally specified for the duration of this contract. Please address this immediately as vendors may not be paid until all documents are current.

Thank you for your attention to this matter.

Sincerely,

DocuSigned by:

Daniel Hammer
Director

DH/ag
Cc: Michael Gittschau, file

<p>I <u>ACCEPT</u> renewal</p> <p>for: Precision Trenchless LLC</p> <p>By:  _____</p> <p>Signature</p>	<p>I <u>DECLINE</u> renewal</p> <p>for: Precision Trenchless LLC</p> <p>_____</p> <p>Signature</p>
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AGREEMENT

DEPARTMENT: Water Environment Protection

CONTRACT NO. 0000004284

Description: Cured In-Place Pipe Lining	Begin Date: July 01, 2020
Supplier Contract Ref: bid #0010394	Expire Date: June 30, 2023
Supplier: PRECISION TRENCHLESS LLC	
Supplier ID: 0000029531	
Lawrence Curtis	Administrator/Buyer: Howard Mansfield
LCurtis@PIM-Inc.com	HowardMansfield@ongov.net
518-346-5800	315-435-3458
1710 ERIE BLVD, SCHENECTADY, NY, 12308	County address: John H. Mulroy Civic Center, 13 th floor, 421 Montgomery Street, Syracuse, NY 13202-2989

This Agreement, made and entered into and effective ("Effective Date") as of the latter date this Agreement is signed by the County of Onondaga ("County") and PRECISION TRENCHLESS LLC ("Supplier"), is as follows:

WORK TO BE PROVIDED:

County engages Supplier to timely provide the material, equipment, labor and/or services ("Work") set forth in the attached **Exhibit #1** - *Time for Work (Performance or Delivery) and Technical Specifications*.

Such Work will be authorized by the County only upon issuance of a purchase order ("Purchase Order") and only to the extent specified therein. Each such duly issued Purchase Order shall specify the extent of the Work.

This Agreement establishes the master set of terms and conditions governing the Work authorized by the issuance of one or more such Purchase Orders. Until such time as a Purchase Order is issued by County for specific portions of the Work, following a certification within the County that funds are appropriated and available to support such Work, County shall not have incurred a financial obligation under this Agreement for such Work.

TIME FOR WORK (PERFORMANCE OR DELIVERY) AND TECHNICAL SPECIFICATIONS:

The Supplier shall perform the Work, subject only to the issuance of a Purchase Order, according to the timeline for the Work set for on **Exhibit #1**.

PRICING:

The pricing ("Pricing") paid for the Work performed shall be according to the terms set forth on **Exhibit A**.

TERM:

The term ("Term") of this Agreement shall commence on July 01, 2020 and shall continue for a period of one year, unless terminated earlier.

RENEWAL:

The parties may agree to extend this Agreement for not more than two additional periods of one year each, where any such extension is to be in the form of an amendment duly executed by all parties.

USE OF ELECTRONIC CONTRACT SYSTEM:

The parties acknowledge that this Agreement memorializes the agreement of the parties on the terms and conditions governing the transaction described herein **and that this Agreement takes precedence over inconsistent information relative to the transaction located within the Supplier Contract System/PeopleSoft, where such information is kept for administrative convenience.** The parties further acknowledge that the use of electronic signature, affixed through DocuSign, may be accepted as valid and binding, provided that the proper security protocols are followed. The documents may be signed in counterparts.

STANDARD TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS

The Supplier shall perform the Work according to the standard terms and conditions ("Standard Terms and Conditions") set forth on **Exhibit B**. The Supplier shall, throughout the Term of this Agreement, comply with all the insurance requirements ("Insurance Requirements") set forth in **Exhibit C**.

EXHIBITS:

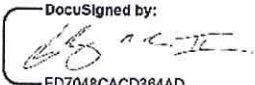
The following documents are incorporated into this Agreement by reference and are made a part hereof:

- Exhibit 1: Time for Work (Performance or Delivery) and Technical Specifications.
- Exhibit A: Contract Pricing Sheet
- Exhibit B: Standard Terms & Conditions.
- Exhibit C: Insurance Requirements.

IN WITNESS WHEREOF, County and Supplier have executed this Agreement on the dates hereinafter written.

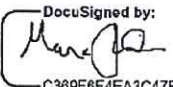
County of Onondaga

Dated:

By: 
ED7048CACD384AD...
J. Ryan McMahon, II, County Executive

PRECISION TRENCHLESS LLC

Dated:

By: 
C369F6F4EA3C47E...

J.R. Holzmacher P.E., LLC

3555 Veterans Memorial Highway, Suite A, Ronkonkoma, New York 11779-7636
Tel: (631) 234-2220 Fax: (631) 234-2221 e-mail: info@holzmacher.com

April 24, 2023

Paul Pallas, P.E., Village Administrator
Inc. Village of Greenport
234 Sixth Street
Greenport, NY 11944

Re: Proposal for Engineering Support for
Miscellaneous Projects – MS4 Annual
Report Preparation

Dear Mr. Pallas:

Thank you for considering J.R. Holzmacher P.E., LLC (JRH) Consulting Engineers to provide this proposal for professional engineering and consulting services, to assist you during efforts to maintain regulatory compliance with the New York State Department of Environmental Conservation (NYSDEC).

This proposal is intended to ensure a mutual understanding of the goals, scope and costs of the engineering tasks detailed below.

SCOPE OF WORK

JRH has assisted the Village in past years during preparation of mapping and reports for administration of the Municipal Separate Storm Sewer System (MS4) general SPDES permit program. We have worked closely in support of village staff in order to reduce the overall costs to the Village. These activities include preparation of an annual report for submission to NYSDEC. This report includes a summary of the compliance activities which took place during the permit year, together with a projection of the planned activities for the coming year.

Our work to prepare the MS4 Annual Report will require input with village staff familiar with the stormwater control activities which took place during the 2022-2023 permit year as well as the range of activities to propose for the next permit year. We recommend that you assign a village staff member to take the role of MS4 Coordinator and we will use this report as an on-going training opportunity for that staff member. The report will be for the plan year from March 10, 2022 to March 9, 2023. We recommend that the draft report be prepared as quickly as possible in order to meet all regulatory submission deadlines.

We propose the following for your consideration.

Task I – MS4 Annual Report

We anticipate that the following work will be necessary:

*The Third Generation of Excellence
In Water Supply, Water Resources, Civil and Environmental Engineering*

- We will start a file for the draft report and will provide it to your assigned MS4 Coordinator. We will review this document via phone and email to review past and anticipated future activities to complete the draft report. The goal is for the MS4 Coordinator to become familiar with necessary report contents and compliance activities in the future.
- We will assist the designated MS4 Coordinator to identify information on past village activities performed by other village staff familiar with stormwater control and administration activities during the permit year. This information will be incorporated into the draft report.
- We will review available annual reports for prior years with emphasis on the activities which were proposed to be implemented during future years.
- We will draft the annual report on the fillable forms required for filing with the NYSDEC, and provide them for your review and comment.
- Comments on the draft form will be incorporated into a finished version for your final review.
- The approved final version will be submitted to NYSDEC on your behalf.

Task II – Additional Services

We are available to provide additional services if you so desire. Typical services that may arise as part of this type of project can include some or all of the following, but are not expected to be part of our initial scope of services.

- Field survey work or updating of available record drawings.
- Field work including on-site inspections or sampling of storm drainage flows or outfall pipes.
- Water or soil sample collection and analysis.
- Coordination or negotiations with the USEPA, NYSDEC, NYSDOH, Town of Southold, or other regulators, to address remedial compliance, to prepare permit applications or other issues.
- Meetings or presentations to regulators or the public.
- Design of stormwater retention ponds, leaching facilities or rain gardens.
- Preparation of databases, figures, plans, displays or additional reports not described in this proposal.

SCHEDULE

Task I – MS4 Annual Report

A draft report will be provided for your review within two weeks of receiving information regarding the activities accomplished during the permit year. Comments on the draft report will be incorporated within 3 business days of receipt.

Task II – Additional Services

Additional services will be rendered as requested with a mutually agreeable schedule.

COST PROPOSAL

It is our practice to quote lump sum costs for project tasks having well defined scopes, and hourly rates when the scope cannot be reasonably defined in advance.

Task I – MS4 Annual Report

Lump Sum \$1,600.

Task II – Additional Services

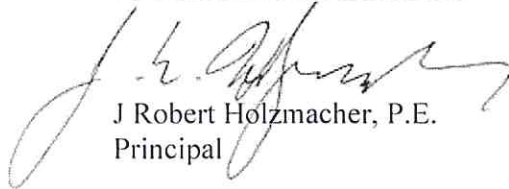
A mutually agreeable budget will be negotiated at the time the scope of any such services is established. A man-hour rate sheet is attached for your reference.

AGREEMENT

A copy of our standard “Terms and Conditions of Service” is enclosed for your consideration. Details of our insurance coverage are described therein. This offer remains valid for ninety days unless extended in writing.

Thank you for the opportunity to propose on this work. You can authorize the work by signing the authorization below or providing an equivalent Board Resolution. Please do not hesitate to call me at ext. 101 or Sarah Caliendo at ext. 121 if you have any questions.

Very truly yours,
J.R. Holzmacher P.E., LLC



J Robert Holzmacher, P.E.
Principal

Accepted by: _____

For: Inc. Village of Greenport

Date: _____

Client Contact Phone Number: _____

JRH:j

Encl.

q: 2023 grpv 23-01 retainer billing proposals lp grpv ms4.doc

J.R. Holzmacher P.E., LLC - COST PROPOSAL/BACKUP SHEET

2023 Hourly Rates

LABOR					
Name	Position	Rate	Unit	Quantity	Amount
J. Robert Holzmacher, P.E.	Principal	\$ 250.00	/hour	0	\$ -
Michael Simon, P.E.	Principal	\$ 225.00	/hour	0	\$ -
Thomas J. Murawski, R.A.	Principal	\$ 225.00	/hour	0	\$ -
Anthony J. Zalak	Principal	\$ 170.00	/hour	0	\$ -
Steven Uccellini	Principal	\$ 160.00	/hour	0	\$ -
Paul D. Carroll	Senior Designer	\$ 150.00	/hour	0	\$ -
Kevin Fedorko	Staff Architect	\$ 150.00	/hour	0	\$ -
Andrew Hine, I.E.	Project Engineer	\$ 150.00	/hour	0	\$ -
Sarah K. Caliendo	Project Engineer	\$ 140.00	/hour	0	\$ -
Daniel Mastrococo	Project Engineer	\$ 140.00	/hour	0	\$ -
Mia Tagliagambe	Project Engineer	\$ 130.00	/hour	0	\$ -
Brandon Ramsaran	Staff Engineer	\$ 130.00	/hour	0	\$ -
Amanda Chiappone	Project Scientist	\$ 110.00	/hour	0	\$ -
Nancy Shemet	Project Scientist	\$ 110.00	/hour	0	\$ -
Diana G. Carriere	Engineering Technician	\$ 110.00	/hour	0	\$ -
Kyle Zalak	Information Technology Specialist	\$ 100.00	/hour	0	\$ -
Patricia L. Zalak	Technical Assistant	\$ 99.00	/hour	0	\$ -
Tina Eletto	Technical Assistant	\$ 85.00	/hour	0	\$ -
Michael McEachern, P.G.	Associate Sr. Hydrogeologist	\$ 200.00	/hour	0	\$ -
Thomas Nehring, P.E.	Associate Electrical Engineer	\$ 175.00	/hour	0	\$ -
Brian McCaffrey, P.E.	Associate Mechanical Engineer	\$ 175.00	/hour	0	\$ -
Dylan Clemente, P.E.	Associate Structural Engineer	\$ 150.00	/hour	0	\$ -
Ronald Huttie, CIH (Ret.)	Associate Chemist / Industrial Hygenist	\$ 175.00	/hour	0	\$ -
	Total Direct Labor			0	\$ -
SUPPLIES & EQUIPMENT					
	printing 8.5" x 11" - Black & White	\$ 0.11	/sheet	0	\$ -
	printing 11" x 17" - Black & White	\$ 0.22	/sheet	0	\$ -
	printing "D size" - Black & White	\$ 2.50	/sheet	0	\$ -
	printing 8.5" x 11" - Color	\$ 1.00	/sheet	0	\$ -
	printing 11" x 17" - Color	\$ 2.00	/sheet	0	\$ -
	printing "D size" - Color	\$ 8.00	/sheet	0	\$ -
	printing 8.5" x 11" - Card Stock	\$ 0.20	/sheet	0	\$ -
	printing Accu Bind & Cover	\$ 1.00	/sheet	0	\$ -
	Vehicle Mileage	\$ 0.585	/mile	0	\$ -
	Total Supplies & Equip.				\$ -
	Total Direct Costs				\$ -

J.R. Holzmacher P.E., LLC

Hourly Rates in Effect for 2023

<u>Personnel Classification:</u>	<u>Hourly Rate:</u>
Principals	200.00 – 375.00*
Architect	200.00 – 350.00*
Associates	200.00 – 315.00*
Project Managers	140.00 – 315.00*
Senior Engineers	150.00 – 315.00*
Engineers	110.00 – 200.00*
Senior Geologists / Hydrogeologists	150.00 – 315.00*
Geologists / Hydrogeologists	110.00 – 175.00
Sr. Environmental Scientists	120.00 – 180.00
Environmental Scientists	110.00 – 175.00
GIS/IT Specialist	120.00 – 175.00
Designer – Engineering Tech	100.00 – 150.00
Field Technicians	90.00 – 130.00
Support Staff	85.00 – 105.00

All hourly rates are based on straight time for a forty hour, five day work week and are charged for actual hours worked. Time spent in travel to project sites will be considered work related. For work requiring out-of-town travel and overnight stay, the minimum charge for work on the project will be eight hours per day. *Maximum rates reflect a 50% premium for deposition and testimony.

Travel, Subsistence, and Other Direct Expenses

Travel and subsistence expenses (excluding local mileage), long distance phone calls, printing, and other out-of-pocket expenses are to be paid for by the client at a cost plus ten percent markup. Travel and subsistence expense includes living and travel expenses of employees in visiting sites and attending conferences and performing services directly related to a project. Automobile expenses are calculated at a rate of \$0.665 per mile.

All subcontractor/vendor expenses, equipment rentals, outside reproduction expenses, and materials directly reimbursable to a project will be paid for by the client at a cost plus twenty percent basis.

J.R. Holzmacher P.E., LLC

Standard Terms and Conditions of Service

J.R. Holzmacher P.E., LLC (“Engineer”) and the Client hereby agree that the following will become binding upon the parties upon execution of the Proposal/Contract and will apply to all subsequent work order changes and/or amendments:

Services

The Services rendered to Client shall be as set forth in the attached written Proposal. No additional work will be performed without prior authorization from the Client. By authorizing such additional work, Client agrees to pay all reasonable and necessary additional fees and costs to perform such work. The attached schedule of “Hourly Rates in Effect for (current year)” is hereby made part of this agreement.

Confidentiality

The Engineer proposes to perform these services on a confidential basis on behalf of the Client. Our personnel and subcontractors involved in the Project shall be instructed about the confidential nature of these tasks, such that neither the nature of our work nor our findings will be disclosed to others without the Client’s permission, or unless legally required to do so. All work progress findings, reports, etc. will be delivered only to the Client or those persons designated by the Client.

CLIENT'S RESPONSIBILITIES - The Client shall:

- Designate in writing a person authorized to act as the Client's representative. The Client or his representative shall receive and examine documents submitted by the Engineer, interpret and define the Client's policies and render decisions and authorization in writing promptly to prevent unreasonable delay in the progress of Engineer's services.
- Furnish soils data including but not limited to reports, test borings, test pits, probings, subsurface exploration, soil bearing values, percolation tests, ground corrosion and resistivity test, all with appropriate professional interpretation, as may be required.
- Guarantee full and free access for Engineer to enter upon all property required for the performance of Engineers services under this Agreement.
- Hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs incident thereto, including special application or regulatory fees for review of Project documents.
- Provide the Engineer with standard bid documents required and advertise for Proposals from Bidders, open the Proposals at the appointed time and place and pay costs incidental thereto.

J.R. Holzmacher P.E., LLC

Insurance

Engineer shall maintain insurance coverage throughout the duration of this contract of the following types and limits of coverage:

- Professional Liability / Errors and Omissions in the amount of \$2,000,000 per claim. Client agrees to limit the Engineer's liability to the greater of the Engineer's fee or \$50,000, except for liability arising solely from negligent acts by the Engineer.
- Workmen's Compensation and Employer's Liability in amounts as required by law.
- General Liability Insurance in the amount of \$1,000,000 per occurrence / \$3,000,000 aggregate.
- Automobile Liability Insurance in the amount of \$1,000,000 per occurrence.
- Umbrella Liability Insurance in the amount of \$5,000,000 per occurrence / \$5,000,000 aggregate.

Client agrees to require, prior to the commencement of the construction work, that the Contractor and all Sub-Contractors shall submit evidence that he (they) have obtained for the period of the Construction Contract and guarantee period:

- Comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a limit of not less than \$1,000,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$2,000,000 for damages arising out of bodily injury, sickness and death of two or more persons in any one occurrence.
- The property damage portion will provide for a limit of not less than \$500,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse, and underground exposures. Included in such coverage will be contractual coverage sufficiently broad to insure the provision of paragraph "Indemnity" below. The comprehensive general liability insurance will include as additional named insureds: the Client, the Engineer, and each of its officers, agents and employees.
- INDEMNITY: The Client will require that any Contractor or Sub-Contractor performing work in connection with Drawings and Specifications produced under this Agreement to hold harmless, indemnify and defend, the Client and Engineer, its consultants, and each of its officers, agents and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Sub-Contractor's) negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the Client, Engineer, its consultants or officers, agents and employees.

J.R. Holzmacher P.E., LLC

Billing and Payments

A retainer as specified in this proposal is required with the submission of the signed proposal. Only after receipt of such retainer will work commence. Said retainer will be credited against the total amount due on the final project invoice. Payment of invoices will be due within 30 days from the date of the invoice, unless other arrangements are made in writing. Payment on invoices for professional services or expenses incurred from outside contractors will be due upon receipt. Payment is not conditioned upon the Client's securing of mortgage monies, financing, or affirmative insurance coverage. Interest will accrue at the rate of 1 ½ % per month for overdue payments. Client acknowledges that payment of Engineer's invoices is not dependent on Client's securing of mortgages, financing or sale of assets. Any sales tax, value added tax, or similar tax levied on services or materials provided by the Engineer will be paid by Client in addition to all fees due to the Engineer.

Ownership of Documents

All Drawings, Specifications and other work product of the Engineer for the project are instruments of service for this project only and shall remain the property of the Engineer whether the project is completed or not. The Engineer grants Client the right to use these instruments of service for record keeping and maintenance purposes related to the scope of this project. Reuse of any of the instruments of service of the Engineer by the Client on extensions of this Project or any other Project without the written permission of the Engineer shall be at the Client's risk and the Client agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses, including attorney's fees arising out of such unauthorized reuse by the Client or others acting through the Client. Any reuse or adaptation of Engineer's instruments of service shall entitle Engineer to further compensation in amounts to be agreed upon by the Client and the Engineer.

Delegation of Duties

Neither the Client nor the Engineer shall delegate his duties under this Agreement without the written consent of the other.

Termination

This Agreement may be terminated by either party by seven days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, Engineer shall be paid for services performed to the termination notice date including Reimbursable Expenses due plus Termination Expenses. Termination Expenses are defined as Reimbursable Expenses directly attributable to termination plus 15% of the total compensation earned to the time of termination to account for Engineer's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

J.R. Holzmacher P.E., LLC

Governing Law

Unless otherwise specified within this Proposal Statement, this Proposal Statement shall be governed by the law of the principal place of business of Engineer. Any dispute arising under this Agreement shall be resolved in the Courts of the State of New York.

Arbitration

Should litigation or arbitration occur between the parties relating to the provisions of this Statement, all litigation or arbitration expenses, collection expenses, witness fees, court costs and attorneys' fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party. Arbitration shall be non-binding on either party.

Unavoidable Delay

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

Severability

In the event any provisions of this Statement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

Interpretation of Subsurface Conditions

Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations and recommendations by the Engineer will be based solely on information available to the Engineer. The Engineer is responsible for those data, interpretations and recommendations, but will not be responsible for other parties' interpretations or use of the information developed. Services performed by the Engineer under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty, expressed or implied, made in the connection with the providing of engineering services.

J.R. Holzmacher P.E., LLC

Construction Cost Opinions

Any opinion of the construction cost prepared by the Engineer represents its judgment as a design professional and is supplied for the general guidance of the Client. Since Engineer has no control over the cost of labor and material, or over competitive bidding or market conditions, Engineer does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the client.

Construction Site Safety

Engineer has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work, but not relating to the final or completed structure, omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.

Hourly Rates of Compensation

Where hourly rates of compensation are proposed as the method of payment, they shall be those listed in the proposal for each individual or category. Hourly rates for testimony and deposition shall be calculated as 150% of the rate in effect for other services, but not outside the ranges indicated on the tabulation of hourly rates by job classification, to account for vacations, sick leave, holidays, insurance, taxes, pensions, other benefits, overhead and profit allowances for the number of hours that employees are directly employed on the project, including travel.

Sales Tax

Proposals include costs for Professional Services and listed expenses but do not include sales tax. Should the State of New York or other entity deem at some point in the future that sales tax is due, then the Owner will be responsible to pay such tax in addition to the fees listed in the proposal. The Owner will provide adequate documentation and certificates to support exemption from any such taxes which are not applicable to the Owner or its project.

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2023 Period: 5 Trans Type: B2 - Amend Status: Batch
 Trans No: 5175 Trans Date: 05/02/2023 User Ref: STEPHEN
 Requested: A. HUBBARD Approved: Created by: STEPHEN 05/02/2023
 Description: TO RAISE REVENUES FROM SEWER OTHER REVENUE AND EXPENSES FOR
 WWTP AND MAINT OF MAIN SEWER TO FUND CCLI CHANGE ORDERS 1-6 AND
 TO FUND CCTV SEWER PIPE EXPLORATION FROM LUDLUM PUMP STATION. Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
G.2770	OTHER REVENUE	85,408.24
G.8130.205	WASTE WATER TREATMENT PLANT..	43,858.24
G.8120.400	MAINT OF MAIN SEWERS..	41,550.00
Total Amount:		170,816.48

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2023	Period: 5	Trans Type: B2 - Amend	Status: Balch
Trans No: 5176	Trans Date: 05/02/2023	User Ref: STEPHEN	
Requested: S GAFFGA	Approved:	Created by: STEPHEN	05/02/2023
Description: TO APPROPRIATE RESERVES TO FUND THE REPLACEMENT/ REPAIR OF VARIOUS ROOF'S AT WWTP, FIRE DEPT STATION 2, VILLAGE HALL			Account # Order: No
			Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	10,400.00
A.8843.900	TRANSFER TO CAPITAL..	10,400.00
H.2816.500	TRANSFER FROM GENERAL..	10,400.00
H.1620.200	VILLAGE BUILDINGS CAPITAL IMPROVEMENTS	10,400.00
G.5990	APPROPRIATED FUND BALANCE	42,500.00
G.8130.205	WASTE WATER TREATMENT PLANT..	36,000.00
G.8130.203	MAJOR PUMP STATION REPAIR..	6,500.00
Total Amount:		126,600.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year:	2023	Period:	5	Trans Type:	B2 - Amend	Status:	Batch
Trans No:	5177	Trans Date:	05/02/2023	User Ref:	STEPHEN		
Requested:	D JACOBS	Approved:		Created by:	STEPHEN		05/02/2023
Description:	TO APPROPRIATE ELECTRIC FUND RESERVES FOR LOAD TAP CHANGERS ON TRANSFORMER #1				Account # Order:	No	
					Print Parent Account:	No	

Account No.	Account Description	Amount
E.5990	APPROPRIATED FUND BALANCE	8,740.00
E.0361	DIST SUBSTATION EQUIPMENT	8,740.00
	Total Amount:	17,480.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2023 Period: 5 Trans Type: B2- Amend Status: Batch
Trans No: 5178 Trans Date: 05/08/2023 User Ref: STEPHEN
Requested: S GAFFGA Approved: Created by: STEPHEN 05/08/2023
Description: TO APPROPRIATE ELECTRIC, WATER, AND SEWER RESERVES TO FUND
NEXGEN RATE STUDY PROPOSAL Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
E.5990	APPROPRIATED FUND BALANCE	36,820.00
E.0781.100	EXECUTIVE DEPT..	36,820.00
F.5990	APPROPRIATED FUND BALANCE	5,670.00
F.8310.409	EXECUTIVE DEPT..	5,670.00
G.5990	APPROPRIATED FUND BALANCE	14,150.00
G.8110.405	EXECUTIVE DEPT..	14,150.00
Total Amount:		113,280.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2023 Period: 5 Trans Type: B2 - Amend Status: Batch
Trans No: 5180 Trans Date: 05/08/2023 User Ref: STEPHEN
Requested: R. ALBANESE Approved: Created by: STEPHEN 05/08/2023
Description: TO APPROPRIATE GENERAL FUND RESERVES FOR START UP MATERIALS AND SUPPLIES FOR MITCHELL PARK MARINA AND DIVER SUPPORT FOR DROPPED MOORING CHAIN
Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	5,400.00
A.7230.408	MITCHELL MARINA R & M	5,400.00
Total Amount:		10,800.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year:	2023	Period:	5	Trans Type:	B2 - Amend	Status:	Batch
Trans No:	5181	Trans Date:	05/10/2023	User Ref:	STEPHEN		
Requested:	S GAFFGA	Approved:		Created by:	STEPHEN		05/10/2023
Description:	TO APPROPRIATE GENERAL, ELECTRIC, WATER, AND SEWER FUND RESERVES TO FUND PURCHASE OF TWO NEW COPY MACHINES FOR VILLAGE HALL					Account #	Order: No
						Print Parent Account:	No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	4,375.00
A.1620.400	BUILDING CONTR EXP..	4,375.00
E.5990	APPROPRIATED FUND BALANCE	4,375.00
E.0388	MISCELLANEOUS GENERAL EQUIPMEN	4,375.00
G.5990	APPROPRIATED FUND BALANCE	4,375.00
G.8110.411	MISCELLANEOUS EXPENSE..	4,375.00
F.5990	APPROPRIATED FUND BALANCE	1,500.00
F.8310.201	OFFICE FURNITURE & EQUIPMENT..	1,500.00
Total Amount:		29,250.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year:	2023	Period:	5	Trans Type:	B2 - Amend	Status:	Batch
Trans No:	5182	Trans Date:	05/10/2023	User Ref:	STEPHEN		
Requested:	D JACOBS	Approved:		Created by:	STEPHEN		05/10/2023
Description:	TO APPROPRIATE ELECTRIC FUND RESERVES TO PURCHASE A REPLACEMENT SWITCH FOR #1 TRANSFORMER LTC STEP OPERATOR OF VOLTAGE REGULATOR					Account # Order:	No
						Print Parent Account:	No

Account No.	Account Description	Amount
E.5990	APPROPRIATED FUND BALANCE	1,834.00
E.0361	DIST SUBSTATION EQUIPMENT	1,834.00
Total Amount:		3,668.00

**IMA Town of Southold and Village of Greenport
Town Pump Out Boats on Village Waterways**

Intermunicipal Agreement

This Agreement (“Agreement”) is between the **Town of Southold (“Town”)**, a municipal corporation of the State of New York, having an office at **53095 Route 25, Southold, New York 11971** and the **Village of Greenport, a municipal corporation of the State of New York** having an office at **236 Third Street, Greenport, New York 11944**.

Term of Agreement: Shall be from May 20, 2023 through October 31, 2023

Total Cost of Agreement: As provided in this Agreement

Whereas, the Town presently employs individuals to operate pump out boats in the various Southold Town Waterways; and

Whereas, the Village would like to utilize those Town Pump Out Boat Services in Village Waterways during special events, when their Village Pump Out Boat is inoperable or as other emergency need arises; and

Whereas, the Town needs to have locations available to it for the offload of effluent waste from the Town Pump Out Boat;

Now, Therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

1. The Town will provide Pump Out Boat Services in Village Waterways when requested by the Village on an emergency basis and during special events in the Village from 10:00 a.m. until 4:00 p.m., upon advanced seven (7) days written notice beginning May 20, 2023 through October 31, 2023, conditioned upon the availability of the Town’s Pump Out Boat’s regular duties, and as may otherwise be agreed by the Town and the Village.

2. The pump out boat and staff thereon provided by the Town under this Agreement shall have all appropriate certifications as required and appropriate for employment as a pump out boat operator during all times that they are providing services under this Agreement.

3. The individuals that are provided to the Village by the Town to work at the Village waterways shall at all times be and remain employees of the Town, and covered by all required and respective Town insurance and benefit plans, and have all salary and other compensation and other payments that may accrue or be due to them paid to them by the Town. The individuals shall at all times remain and considered to be employees of the Town.

4. In consideration of this agreement the Village shall waive any and all pump out boat offload fees for the Town at their Village pump station at Mitchell Marina during a period of special event service and/or emergency service. All other times the Town shall be permitted to offload, and the Village shall accept, effluent waste from the Town Trustees’ Pump Out Boat at the Village Pump Out Station at a rate of fifty-five cents (\$0.55) per gallon. The Mitchell Marina Dock Master or his/

**IMA Town of Southold and Village of Greenport
Town Pump Out Boats on Village Waterways**

her designee and the Town Pump Out Boat Operator shall jointly agree on the amount of waste off loaded and shall note their records accordingly.

5. Indemnification: The Village agrees to hold harmless and indemnify the Town and its employees for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the Village or its officers or employees while acting within their scope or capacity of this agreement. The Town agrees to hold harmless and indemnify the Village and its employees for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the Town or its officers or employees while acting within their scope or capacity of this agreement.

6. The Village of Greenport agrees to carry appropriate insurance coverage from claims of bodily injury, death or property damage that may arise from the performance of services under this agreement in limits of \$1,000,000 and \$1,000,000 aggregate liability for bodily injury and property damage. The Town shall be named as additional insured and a certificate of insurance shall be provided to the Office of the Town Clerk within 48 hours of execution of this Agreement.

7. It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

8. It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

Town of Southold

By: _____

Hon. Scott A. Russell
Supervisor

Date: _____

5/11/23

Village of Greenport

By: _____

Hon. Kevin Stuessi
Mayor

Date: _____

IMA Town of Southold and Village of Greenport
Town Pump Out Boats on Village Waterways

STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

On the day of May, in the year 2023, before me, the undersigned, personally appeared Kevin Stuessi, Mayor of the Village of Greenport, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she the executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and office of person taking the
Acknowledgement

STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

On the 1st day of May, in the year 2023, before me, the undersigned, personally appeared Scott A. Russell, Supervisor of the Town of Southold, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she the executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Lauren M. Standish
Signature and office of person taking the
Acknowledgement

LAUREN M. STANDISH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01ST6164008
Qualified in Suffolk County
Commission Expires April 9, 2027



RESOLUTION 2023-422

ADOPTED

DOC ID: 19119

THIS IS TO CERTIFY THAT THE FOLLOWING RESOLUTION NO. 2023-422 WAS ADOPTED AT THE REGULAR MEETING OF THE SOUTHOLD TOWN BOARD ON MAY 9, 2023:

RESOLVED that the Town Board of the Town of Southold hereby authorizes and directs Supervisor Scott A. Russell to execute an inter-municipal agreement with the Village of Greenport regarding the offloading of effluent wastes from the Town's Pump-Out Boat at the Village of Greenport's Pump-Out Station at a cost of 0.55 cents per gallon, as well as the supply of Town Pump-Out Boat Services to the Village of Greenport during special events and times of emergency need when requested, for the period of May 20, 2023 through October 31, 2023, all in accordance with the approval of the Town Attorney and funded from budget line A.8090.4.400.840.

**Denis Noncarrow
Southold Town Clerk**

RESULT: ADOPTED [UNANIMOUS]
MOVER: Brian O. Mealy, Councilman
SECONDER: Jill Doherty, Councilwoman
AYES: Nappa, Doroski, Mealy, Doherty, Evans, Russell

Innovating the Customer Experience

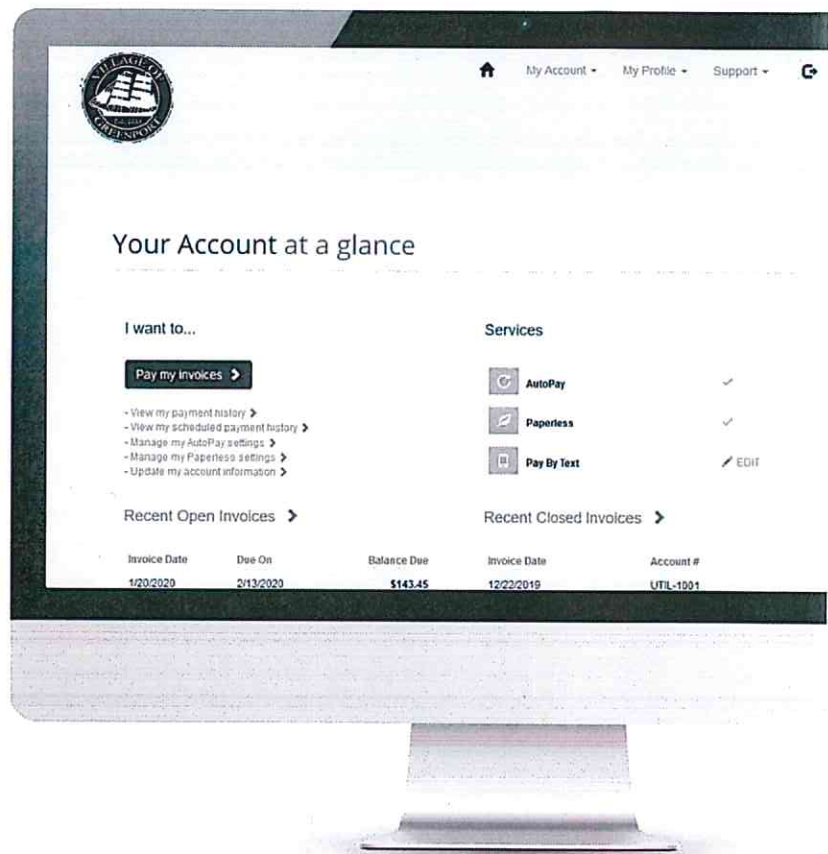
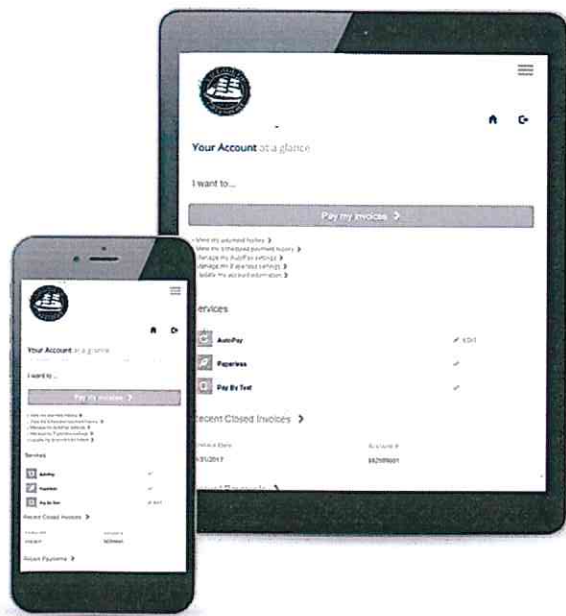
Customer Engagement, Electronic Bill Presentment, & Electronic Bill Payment

PRESENTED TO:

Greenport, NY

May 1st, 2023

Pricing Valid for 90 Days



InvoiceCloud[®]

Kevin Xiong
Account Executive
30 Braintree Hill Office Park, Suite 303
Braintree, MA 02184
608.442.5061
kxiong@invoicecloud.com
www.invoicecloud.com

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This proposal contains confidential and proprietary information to help the recipient select the most qualified vendor with the best technical solution at the best value. Should any outside party request a copy of this proposal, Invoice Cloud asks that you please either (a) redact any sections marked Proprietary/ Confidential or (b) contact us for a redacted electronic version.

3 Pricing

Table 2. Customer Engagement, Electronic Bill Presentment and Payment Pricing. Pricing based on 2,200 bills per month and \$250 average credit card payment.

Service Description	Fee
Integration, Deployment and Training NOTE: Includes integration with your billing system(s)	No Charge
Account Access – monthly access to branded Customer and Biller Portals – includes one (1) Administrative User NOTE: The monthly access fee covers maintenance, support, upgrades, and full access to the Invoice Cloud service for the biller and its customers	\$100
HelpDesk Support and Marketing – access to Invoice Cloud HelpDesk, client services team, and marketing support to help you achieve the industry’s highest payment and paperless adoption.	No Charge
Paperless Billing – per paperless bill per cycle NOTE: Only when paper is suppressed, and a paper invoice is not mailed.	\$0.25
Electronic Payment Fees – Customer Pays Fee	
Residential Credit / Debit Cards PayPal, Visa, MasterCard and Discover, and American Express – Fee per transaction	3.49% with \$3.00 minimum fee
E-Check / ACH – per transaction	\$3.50
IVR(Automated Phone Payment) Surcharge Fee	\$0.75
Miscellaneous Fees	
Credit Card Chargeback	\$10.00
ACH Reject	\$10.00

Invoice Cloud Paperless Program

BPM	Net New Paperless %	Total Paperless	Cost Per Bill	IC Fee per Bill	Net Monthly Savings	Net Annually
2,200	10%	220	\$0.73	\$0.25	\$105.60	\$1,267.20
2,200	20%	440	\$0.73	\$0.25	\$211.20	\$2,534.40
2,200	30%	660	\$0.73	\$0.25	\$316.80	\$3,801.60
2,200	40%	880	\$0.73	\$0.25	\$422.40	\$5,068.80