



236 Third Street
Greenport NY
11944

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

MAYOR
GEORGE W. HUBBARD, JR.
EXT. 215

TRUSTEES
JACK MARTILOTTA
DEPUTY MAYOR

PETER CLARKE

MARY BESS PHILLIPS

JULIA ROBINS

**VILLAGE
ADMINISTRATOR**
PAUL J. PALLAS, P.E.
EXT. 219

CLERK
SYLVIA PIRILLO, RMC
EXT. 206

INTERIM TREASURER
STEPHEN GAFFGA
EXT. 213

November 17, 2022 at 7:00 PM

Mayor and Board of Trustees - Work Session Meeting

Third Street

Firehouse

Greenport, NY 11944

PLEDGE OF ALLEGIANCE

MONTHLY REPORTS FOR THE FOLLOWING:

- **FIRE DEPARTMENT** – CHIEF WAYDE MANWARING
Including compilation of all monthly meeting minutes
- **VILLAGE ADMINISTRATOR** – PAUL J. PALLAS, P.E.
Road and Water Department
Sewer Department
Light Department
Building Department
Recreation Department
Harbor Department
Marina Manager
- **INTERIM VILLAGE TREASURER** – Stephen Gaffga
Meter Department
Housing Authority & Community Development
- **VILLAGE CLERK** – SYLVIA PIRILLO, RMC
- **VILLAGE ATTORNEY** - JOSEPH PROKOP, ESQ.

REMINDER

- The public hearing regarding a proposed local law of 2022 amending parking regulations remains open.
- The public hearing / public comment period regarding Community Development Block Grant opportunities for the Village of Greenport, for Fiscal Year 2023 remains open.

MAYOR AND VILLAGE BOARD OF TRUSTEES

PUBLIC TO ADDRESS THE BOARD



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EXT. 213

Submitted: November 7, 2022
Meeting: November 17, 2022 7:00 PM
Work Session Meeting
To: Mayor George W. Hubbard, Jr.
Board of Trustees
Prepared By: Debbie Boyle, *Assistant*
From: Debbie Boyle, *Assistant*
Department: Fire Department

Fire Department November 2022 Work Session Report

Attachments:

Fire Department November 2022 Work Session Report (PDF)

CHIEF WAYDE MANWARING
1ST ASST. CHIEF ALAIN DEKERILLIS
2ND ASST. CHIEF CRAIG JOHNSON
CHAPLAIN FRANK MUSTO
ASST. CHAPLAIN CLAUDE KUMJIAN
SECRETARY/TREASURER ALAIN DEKERILLIS
DEPARTMENT SECRETARY JAMES KALIN



(631) 477-9801 - STATION 1
(631) 477-8261 - STATION 2
(631) 477-1943 - CHIEFS OFFICE
(631) 477-4012 - FAX
311 THIRD STREET · P.O. BOX 58
GREENPORT, NY 11944
Email: gldfire@optonline.net
www.greenportfd.org

Meeting of the Board of Wardens

WEDNESDAY October 19, 2022

OPENING

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

ATTENDANCE

Chief Wayde Manwaring

1st Ass't Chief Alain de Kerillis

2nd Ass't Chief Craig Johnson

Wardens Bernard Purcell and Joseph Milovich of Eagle Hose Co. #1

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

Warden Wayne Miller of Standard Hose Co. #4

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

Mary Bess Phillips VOG/GFD Liaison

Excused: Wardens Robert Corwin and Antone Volinski III of Relief Hose Co. #2 and Warden Scott Hollid of Standard Hose Co. #4.

THOSE WISHING TO ADDRESS THE BOARD – None.

READING OF THE PREVIOUS MINUTES

Motion made by Wayne Miller, seconded by Bernard Purcell, to approve the minutes of the September 21, 2022 meeting of the Board of Wardens as printed and distributed. Motion Carried.

FINANCE COMMITTEE

The finance committee report was read by Chief Manwaring. Motion made by Wayne Miller, seconded by Bernard Purcell, to accept the report. Motion Carried.

COMPANY OFFICERS' MEETING MINUTES- No Report.

TREASURER'S REPORT

Computer was down- unable to print report for Warden's meeting.

BILLS- None

COMMUNICATIONS

1. The village is replacing sidewalks from Sterling Ave to Sterling Street.
2. FDNY Marine Corps Association's Big Buck Bonanza \$100 a ticket.
3. Selden FD dessert tasting fundraiser, November 5, 2022.
4. FASNY Hoops & Holly raffle
5. Center Moriches Fire District hiring paramedics and EMTs
6. Cocktail fundraiser Bayport FD, October 25, 2022.
7. Wading River Fire District hiring paramedics

Motion by Joseph Milovich, seconded by Wayne Miller, to file and/or forward all communications, Motion carried.

APPLICATIONS FOR MEMBERSHIP- None.

REPORTS OF COMMITTEES

Buildings and Grounds

1. Cliff Harris spoke to Paul Pallas who got the paperwork back from the attorney. He has not gone over it yet.
2. Cliff Harris also got quotes for the flooring- he got quotes for 3 different things, ceramic tile, epoxy and LDT. Flooring guy recommended the epoxy because the LDT won't last in a high traffic area. The kitchen, bathroom, and halls all have to be done at once, it is a fluent project. Wayne Miller explained that it does not make sense to do the floor now and then have to redo it when the architect comes in if they are able to make bathrooms ADA compliant. Much discussion ensued about whether to go ahead with kitchen floor or to hold off. Motion made by Joseph Milovich, seconded by Wayne Miller, to table this a month and see what the architect says. Motion Carried.
3. Wayne Miller asked what the status of the roof at Station #2 was. Mary Bess Phillips said that she did not have a straight answer but it is in the works. Chief Manwaring will call Paul Pallas tomorrow.
4. Mary Bess Phillips mentioned that the process for the grant money is coming up and the ADA bathrooms are a part of that and GFD might be able to get some money for that. She will continue to push that along.

Bylaws- No Report.

Finance-

1. Motion made by Cliff Harris, seconded by Wayne Miller, to purchase the one set of turn out gear for Rich Vandenberg. Motion Carried.
2. 1st Asst Chief Alain de Kerillis mentioned that on the 14th Chief Manwaring said that his computer was fixed and on the 17th everything was running fine and now it's not working again. The IT guy said he needed a new tower- the hard drive is shot. Mary Bess Phillips said if needed, she can contact him. Chief Manwaring will call Bill.

3. Wayne Miller asked if the camera system is still the same at the Village as when he was Chief. Mary Bess Phillips said that there was stuff that was updated. W. Miller said that we need someone to come in and look at ours, it's been talked about for a while.

Fire District – No Report.

Pre-Incident Planning-

1. Mary Bess Phillips mentioned the project on Main St and North Rd. She said that there is a planning board meeting coming up and they want GFD's input. She suggests they take a look at the plans and make a comment.
2. Ground breaking for the mini railroad happened. There is a building going up there so that is something that GFD should take a look at as well. From what she can tell she doesn't think the fire department will be able to get back there if needed.
3. Mary Bess Phillips spoke with Paul Pallas today and he said he was supposed to get back to the Chief with the contact number for 123 Sterling and if he hasn't yet they will get that to him soon.

Service Awards- No Report.

Recruitment- No Report.

Casualty Fund- No Report.

Funeral- No Report.

Communications

1. Cliff reported that Paul Pallas said that for the generator, they are figuring out who is doing the wiring. They are replacing the air conditioners as well. W. Miller asked if we are sharing with anyone. C. Harris said we aren't currently, but that's all being worked out by Paul.

Trips & Travel-

1. Robert Jester wanted to make everyone aware that Sunday they are having a boat committee meeting and wants to get the word out to those that are interested. He showed a slideshow presentation on their trip to Braintree Mass to look at their boat. Discussion about the boat ensued, they discussed different size motors. John Grilli suggested that we get the

biggest motor that can be put on it. R. Jester also reported that the paperwork that was sent to him by Zeldin's office was given to the Village.

COMPANY REQUESTS

Eagle Hose Co. #1- 1 1/2" double male coupling, 2 1/2" Greenport male to Southold female, 12 ton jack, antenna for police scanner, air pressure gauge, 6 ft sheet rock puller, street gas shut off.

Relief Hose Co. #2- Budget items.

Star Hose Co. #3- Budget items.

Standard Hose Co. #4- requesting permission to hold turkey shoot Nov 12, Station 2. Requesting permission to host Christmas party, bunker gear, IDs, asked about no parking signs- to be brought up at work session, they voted instead of annual picnic to do a 2nd installation dinner type thing, request to use 8-3-4 or 8-3-15 for fire prevention for pre-k kids, and request an executive session.

Phenix Hook & Ladder Co. #1- Budget items.

Rescue Squad- Budget items.

Fire Police- Budget items.

Water Rescue-formation of squad.

UNFINISHED BUSINESS – None.

REPORTS OF DELEGATES- No Report.

NEW BUSINESS- None.

GOOD OF THE DEPARTMENT

1. 2nd Asst. Chief Craig Johnson said he has finalized the proposal for the 2023 2500 pick-up style truck. The next step is to bring it to the work session to go out to bid. Wayne Miller said that we need to figure out where the funding is coming from. He asked how much we have in the apparatus replacement fund. We have \$683,783, but we need an

ambulance too which will be about \$400,000. C. Harris mentioned that if needed, we have the bond payment in the budget for the truck that we don't have yet. By the time it is time to pay, we may have extra money left over somewhere anyway. The radios for the truck will be another expense that we have to supply to the vendor. Taking the radios out of the 80 car was discussed, but then it was also discussed using that for fire police and they need radios. W. Manwaring said a Tahoe isn't a good choice for a fire police vehicle anyway. C. Harris stated that if they do want it, they need to come to the Board and request it. Motion made by Wayne Miller, seconded by Joseph Milovich, to allow 2ND Asst Chief Johnson to move forward with the truck. Motion carried.

2. Motion made by Patrick Brennan, seconded by Robert Jester, to form a Marine Fire Rescue Squad in which the members have to be a member of the Fire Dept, Motion Carried.
3. Robert Jester mentioned that at a previous meeting David Nyce brought up concerns about the Rescue Squad. Records show that a handful of people are responding and it will come to a breaking point. R. Jester wants to know what we can do as Warden's to help them. If anything happens to any of them it can go South fast because so few respond. It was discussed that they need to straighten out their issues first and then if needed come to the Wardens. It was also discussed that Officers need to come and not send other companies to discuss their issues. C. Harris asked why they feel like they aren't represented and what they want to be represented for. They have time to come to the meetings and discuss their concerns- they are not a company, they are a squad- that is why they don't have Wardens. 1st Asst Chief de Kerillis also mentioned that the squad needs to curb the social media stuff and mentioned that there should be a policy on social media. It was discussed that some people aren't responding because they are intimidated by others that respond. Much more discussion ensued- to follow up at executive session.
4. Mary Bess Phillips reported that seven (7) new hydrants are being replaced. She will get the list from Paul so they know which ones.
5. Joseph Milovich reported that his company voted to go back to the old way for the annual picnic. Star Hose said that they are happy to do it Labor Day Weekend and at the beach, but still want it catered. Phenix Hook and Ladder voted Sunday of Labor Day Weekend at the fire house, they want it catered but with a contract.

6. C. Harris mentioned that preconstruction on Hook and Ladder starts next week.
7. C. Harris was approached by the company that did the gear cleaning last year in conjunction with Shelter Island. For this year the price would be \$3,750. He got dates because the calendar was filling up. It would be on December 16th. Motion made by C. Harris, seconded by B. Purcell, to do gear cleaning for the same amount of sets as last year. Motion Carried.
8. Motion made by C. Harris, seconded by W. Miller to allow Standard Hose to have the turkey shoot, Christmas party, and use of truck for fire prevention. Motion Carried.
9. Motion Made by C. Harris, seconded by Wayne Miller to surplus the old Chief's car. Motion Carried.
10. C. Harris said that a couple of months ago Chief de Kerillis was asked about the striping and lettering of the Chief car and he wasn't totally honest- it was supposed to be the same as the other ones and it's not. Chief de Kerillis said that they specs were approved as ghost. C. Harris said he understands that, but he wishes he was honest about it.
11. B. Purcell asked if we got a quote on the phone system. C. Harris said he is still waiting for one more quote and will have it next month.
12. Chief Manwaring mentioned that he has the invitations and just has to send them out. He asked if anything needs to be changed for the way that it is done- if so let's change it now before we start.
13. Chief Manwaring asked if they want more trucks for the Halloween parade. Mary Bess said that it is up to GFD. Manwaring said 8-3-15 can be on the rear.
14. J. Milovich asked if a TIPS class needs to be done for Washington's Birthday. Chief de Kerillis said that he will look into it.
15. Mary Bess Phillips asked where the stage is going to be this year, Manwaring said it would be in front of the Post Office. Chief Johnson said that one needs to be replaced or have the highway dept. look at it because it used to be two of them, but one is shot.

EXECUTIVE SESSION

Motion made by Wayne Miller, seconded by Clifford Harris, to adjourn to an executive session. Motion Carried. Adjourned to executive session at 8:47pm.

Upon returning from executive session, a motion made by Bernard Purcell, seconded by Joseph Milovich, to resume with the regular meeting. Motion Carried. Regular meeting resumed at 9:09 pm.

1. Cliff Harris said we need to make sure that everyone knows that GFD has a social media policy and a code of ethics that should be followed. We will have the secretary send a copy to the members that didn't get them or don't have them in their folder.

READING OF THE MINUTES

Motion by C. Harris, seconded by B. Purcell, to dispense with the reading of the minutes of tonight's meeting. Motion carried.

ADJOURMENT

Motion by C. Harris, seconded by B. Purcell, to adjourn. Motion carried. The meeting was adjourned at 9:20 pm.

Submitted by,

Rebecca J. McKnight

Recording Secretary

November 2022

Greenport F D

DUTY COMPANIES 8-3-1 & 8-3-4 1ST. DUE ON SIGNAL 24s = 8-3-1
 OFFICE 631.477.1943 gfdfire @optonline.net
 FAX 631.477.4012 gfdsec@optonline.net

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 Eagle	2 Water Rescue	3	4 Sothold Town Ex-Chiefs Dinner Mattituck	5
6	7 Relief Standard	8 Rescue Finance Election Day	9 Phenix	10 Department Training Maze 7pm	11 Veterans Day	12
13	14 Star	15 Fire Police	16 Wardens Fire School Yaphank 6:15pm Low Rise	17	18	19
20	21	22	23	24 Thanksgiving	25	26
27	28 Physicals	29	30 Physicals	Chief Wayde Manwaring 631.644.5430 1st. Ass't. Chief Alain DeKerillis 631.208.7506 2nd. Ass't. Chief Craig Johnson 631.466.5294		

Important Future Events on Reverse Side !

Saturday, December 3

Christmas Parade

Thursday, December 8

Ventilation Sta. #1 7pm

Physicals - Monday, December 12 & Wednesday, December 14

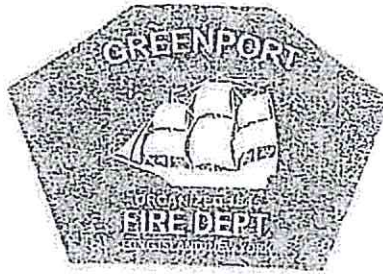
sign in sheet posted at Sta #1

Wednesday, December 21

Wardens Meeting, Sta #1 7pm

Christmas Day, Sunday, December 25

CHIEF WAYDE MANWARING
1ST ASST. CHIEF ALAIN DEKERILLIS
2ND ASST. CHIEF CRAIG JOHNSON
CHAPLAIN FRANK MUSTO
ASST. CHAPLAIN CLAUDE KUMJIAN
SECRETARY/TREASURER ALAIN DEKERILLIS
DEPARTMENT SECRETARY JAMES KALIN



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GREENPORT, NY 11944
Email: gfdfire@optonline.net
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Greenport Fire Department Monthly Report October, 2022

Number of calls this month: 87

Number of calls to date: 835

Breakdown of calls by signal numbers:

9 (stand/by) 2
12 (brush fire) 1
13 (automatic alarm, smoke, etc.) 20
13-35 (working structure fire) 0
14 (vehicle fire) 0
16 (ambulance/rescue) 58
16-23 (MVA, water rescue, misc.) 3
16-59 (routine transport) 0
23 (CO alarm, medi-vac) 3
24/13-35 (mutual aid working structure fire) 0
24/16 (mutual aid ambulance/rescue) 0
24/16-23 (mutual aid MVA) 0
24/23 (mutual aid water rescue/misc.) 0
26 (boat fire) 0

Breakdown of calls by location:

Within the Incorporated Village of Greenport 34
Within the East/West Fire Protection District 53
Other (mutual aid) 0

Prepared by: James Kalin, Secretary 11/01/2022

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
1																								
2	Greenport Fire Department period ending October 31, 2022																							
3																								
4																								
5	Aguilera, Hermogenes		5	2	%	0	2	0.4	%	0	0	5	2	8	0	0	15							
6	Arnold, Jordan		103	41	%	25	150	26	%	25	0	18	11	25	2	0	106							
7	Barron, Megan		13	5.1	%	0	9	1.6	%	0	1	3	5	2	1	0	12							
8	Barszczewski, Joseph (W)		0	0	%	0	0	0	%	0	0	5	4	3	0	2	14							
9	Barszczewski, Joseph III		25	9.9	%	0	7	1.2	%	0	0	10	9	4	3	0	26							
10	Betz, James		2	0.8	%	0	26	4.6	%	0	0	12	2	25	0	0	39							
11	Birmingham, Kenneth		0	0	%	0	0	0	%	0	0	3	6	3	0	0	12							
12	Breese, Harry	D	57	23	%	25	6	1.1	%	0	1	10	13	3	1	3	56							
13	Brennan, Patrick	W	30	12	%	25	7	1.2	%	0	0	20	7	25	1	6	84							
14	Britt, Harley		0	0	%	0	0	0	%	0	0	0	0	0	0	0	0							
15	Buchanan, Shawn		55	22	%	25	15	2.6	%	0	0	5	15	13	2	0	60							
16	Bumble III, Charles	T	0	0	%	0	1	0.2	%	0	0	9	7	0	0	5	21							
17	Bumble, Samantha		0	0	%	0	2	0.4	%	0	0	6	2	3	0	0	11							
18	Butler, Michael		79	31	%	25	17	3	%	0	0	6	2	4	1	0	38							
19	Capon, George		101	40	%	25	180	32	%	25	0	10	15	3	1	0	79							

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
	elect/app	# Fire	%	pts	# EMS	%	pts	%	pts		st/by	mtgs	misc	train	drill	pos(dis)	points	phys	haz	bb	wp/sh			
4																								
20	Carey, Patrick	11	4.3	0	29	5.1	0	0	0		1	7	9	3	0	0	20	X	X	X	X			
21	Charters, Gary	3	1.2	0	2	0.4	0	0	0		0	6	2	3	0	0	11	X	X	X	X			
22	Clark III, Henry	0	0	0	0	0	0	0	0		0	1	0	0	0	0	1							
23	Clark, James	49	19	25	7	1.2	25	0	0		0	11	11	3	0	10	60		X	X	X			
24	Clark, Jeffrey	94	37	25	10	1.8	25	0	0		0	10	15	3	1	0	54	X	X	X	X			
25	Corazzini, Jeffrey	3	1.2	0	1	0.2	0	0	0		0	8	2	0	1	0	11	X						
26	Corazzini, Warren	15	5.9	0	5	0.9	0	0	0		0	2	1	0	0	0	3							
27	Corwin, Everett	75	30	25	177	31	25	25	25		0	15	15	4	2	0	86	X	X	X	X			
28	Corwin, Norma (W)	62	25	25	190	33	25	25	25		4	20	15	5	2	2	98	X	X	X	X	X	X	
29	Corwin, Robert E. C,D,ID,W	75	30	25	177	31	25	25	25		5	20	15	24	4	22	140	X	X	X	X	X	X	
30	Corwin, Robert J.	65	26	25	117	21	25	25	25		5	20	15	25	3	0	118		X	X	X	X	X	
31	Corwin, Scott	42	17	25	9	1.6	25	0	0		0	9	1	0	0	0	35	X						
32	Costas, Tom	32	13	25	18	3.2	25	0	0		0	16	5	8	0	0	54		X	X	X	X		
33	Creedon, Daniel S	106	42	25	304	53	25	25	25		0	15	8	3	1	5	82	X	X	X	X	X		
34	Creighton, Ryan	18	7.1	0	6	1.1	0	0	0		0	8	7	15	1	0	31	X	X	X	X	X		
35	De Kerillis, Alain CH,S,T	119	47	25	235	41	25	25	25		2	20	15	4	4	25	120		X	X	X	X	X	
36	DeGaudio, Malysa	2	0.8	0	5	0.9	0	0	0		0	1	1	0	0	0	2							
37	Detrick, Gary	1	0.4	0	0	0	0	0	0		0	0	0	1	0	0	1							

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
		elect/app	# Fire	%	%	pts	# EMS	%	pts			st/by	mtgs	misc	train	drill	pos(dis)	points	phys	haz	bb	wp/sh	yap		
4																									
38	Diaz, Juan		10	4	%	0	3	0.5	%	0		1	10	8	4	1	0	24		X	X	X			
39	Diaz, Nicolas		0	0	%	0	0	0	%	0		0	6	0	16	0	0	22							
40	Edwards, Alison		49	19	%	25	12	2.1	%	0		2	7	6	25	1	0	66							
41	Ellis, Scott		0	0	%	0	0	0	%	0		0	1	2	0	0	0	3							
42	Ferguson, Peter		5	2	%	0	1	0.2	%	0		0	9	4	3	0	0	16	X	X	X	X			
43	Ficurilli, Michael		71	28	%	25	5	0.9	%	0		0	9	9	3	0	0	46		X	X	X			
44	Flora, Michael		0	0	%	0	0	0	%	0		0	0	0	0	0	0	0							
45	Fogarty, Jonathan		19	7.5	%	0	0	0	%	0		0	9	7	11	0	0	27							
46	Garcia-Dinizio, Gloria		0	0	%	0	0	0	%	0		0	0	0	0	0	0	0							
47	Grattan, Timothy		9	3.6	%	0	1	0.2	%	0		0	6	1	0	1	0	8						X	
48	Gray, Enya		1	0.4	%	0	3	0.5	%	0		0	1	4	4	1	0	10		X	X	X			
49	Gray, Sally Anne	L	16	6.3	%	0	45	7.9	%	25		1	6	10	6	1	5	54	X	X	X	X			
50	Grilli, Jennifer	L	1	0.4	%	0	3	0.5	%	0		0	8	7	3	0	5	23		X	X	X			
51	Grilli, John	W	2	0.8	%	0	3	0.5	%	0		0	14	8	3	0	8	33	X	X	X	X			
52	Hamilton Jr., Robert	D	93	37	%	25	33	5.8	%	0		0	15	12	4	0	3	59		X	X	X			
53	Hanold, Christopher	C,T	17	6.7	%	0	28	4.9	%	0		1	12	12	6	1	11.75	43.75		X	X	X			
54	Hanold, Christopher, Jr.		0	0	%	0	0	0	%	0		0	1	0	0	0	0	1							
55	Harris, Cliff	C,W	7	2.8	%	0	2	0.4	%	0		0	17	9	0	1	16	43	X						

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
	elect/app	# Fire	%	pts	# EMS	%	pts	pts	st/by	misc	train	drill	pos(dis)	points	phys	haz	bb	wp/sh	yap					
4																								
56	Harris, Peter	L,T,D	94	37	%	25	28	4.9	%	0	0	14	15	3	2	13	72		X	X	X	X	X	X
57	Harvey, Russell		34	13	%	25	7	1.2	%	0	0	5	3	3	0	1	37		X	X	X	X		
58	Hollid, Scott	W	46	18	%	25	6	1.1	%	0	0	14	12	3	0	8	62		X	X	X	X		
59	Holmes, Joseph		35	14	%	25	7	1.2	%	0	1	5	3	3	1	0	38							
60	Hubbard Jr, George		27	11	%	25	6	1.1	%	0	0	10	14	3	0	0	52		X	X	X	X		
61	Hughes, Colleen	S	50	20	%	25	55	9.6	%	25	1	14	15	7	1	5	93		X	X	X	X		
62	Huzsek, Andrew H		106	42	%	25	21	3.7	%	0	0	12	13	3	1	0	54		X	X	X	X		
63	Hydell, Carol	C,(L),S	7	2.8	%	0	4	0.7	%	0	1	16	15	4	1	12.25	49.25		X	X	X	X		
64	Hydell, Charles		18	7.1	%	0	6	1.1	%	0	1	8	15	4	1	0	29		X	X	X	X		
65	Hydell, Charles, Jr.		0	0	%	0	2	0.4	%	0	0	2	7	25	1	0	35		X					
66	Jensen, Warren	(W)	54	21	%	25	10	1.8	%	0	1	20	15	3	1	2	67		X	X	X	X		
67	Jester, Robert	W	3	1.2	%	0	4	0.7	%	0	0	20	11	4	0	8	43		X	X	X	X		
68	Jimenez, Susano		1	0.4	%	0	0	0	%	0	0	9	6	3	0	0	18		X	X	X	X		
69	Jobes, Craig	L	120	47	%	25	188	33	%	25	3	16	15	15	2	5	106		X	X	X	X	X	
70	Johnson, Craig	CH,(C)	128	51	%	25	255	45	%	25	3	20	15	10	3	20.75	121.8		X	X	X	X	X	
71	Kalin, James	(CH),(T)	208	82	%	25	442	78	%	25	1	20	15	4	1	7.5	98.5		X	X	X	X	X	
72	King, Kendra		0	0	%	0	1	0.2	%	0	0	0	1	2	0	0	3							
73	Luke, Alexander		94	37	%	25	45	7.9	%	25	0	10	13	6	1	0	80		X	X	X	X		

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
		elect/app	# Fire	%	%	pts	# EMS	%	pts	pts	st/by	mtgs	misc	train	drill	pos(cis)	points	phys	haz	bb	wp/sh	yap			
4																									
74	Manzopoulos, John		80	32%	25%	25	21	3.7%	0	0	0	6	8	12	2	0	53		X	X	X	X	X		
75	Manwaring, Julia		75	30%	25%	25	93	16%	25	25	0	17	15	3	1	0	86	X	X	X	X	X	X		
76	Manwaring, Wayde	CH	182	72%	25%	25	213	37%	25	25	0	20	15	12	1	25	123		X	X	X	X	X		
77	Marzewski, Macy		15	5.9%	0%	0	3	0.5%	0	0	1	11	15	3	0	0	30	X	X	X	X	X	X		
78	Martocchia, Jerome		29	11%	25%	25	14	2.5%	0	0	0	6	9	3	0	0	43	X	X	X	X	X	X		
79	Miller, Wayne	W	40	16%	25%	25	3	0.5%	0	0	0	20	10	4	1	8	68		X	X	X	X	X		
80	Milovich Jr., Joseph	W	95	38%	25%	25	14	2.5%	0	0	1	15	7	3	0	8	59	X	X	X	X	X	X		
81	Musto, Francis	S, Ch	106	42%	25%	25	209	37%	25	25	0	20	15	8	3	10	106	X	X	X	X	X	X		
82	Mysliborski, Linda		0	0%	0%	0	11	1.9%	0	0	3	2	4	9	0	0	18	X	X	X	X	X	X		
83	Narkiewicz, Piotr		74	29%	25%	25	207	36%	25	25	0	10	11	8	2	5	86	X	X	X	X	X	X		
84	Nedoszytko, William	S	0	0%	0%	0	0	0%	0	0	0	10	1	0	0	5	16	X							
85	Nyce, David	C	147	58%	25%	25	146	26%	25	25	2	20	15	9	4	8	108	X	X	X	X	X	X		
86	O'Brien, Michael		39	15%	25%	25	4	0.7%	0	0	1	10	9	6	0	0	51								
87	Pal-Singh, Vijay		0	0%	0%	0	0	0%	0	0	0	1	0	3	0	0	4		X	X	X	X	X		
88	Petrigiano, Victor		8	3.2%	0%	0	12	2.1%	0	0	0	4	2	6	0	0	12								
89	Piel, Jeffrey		1	0.4%	0%	0	0	0%	0	0	0	7	0	0	0	0	7								
90	Pirillo, James A.		97	38%	25%	25	10	1.8%	0	0	0	18	15	4	3	0	65		X	X	X	X	X		
91	Pope, George		54	21%	25%	25	55	9.6%	25	25	3	15	12	7	6	0	93	X	X	X	X	X	X		

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
		elect/app	# Fire	%	pts	# EMS	%	pts	st/by	mtgs	misc	train	drill	pos(dis)	points	phys	haz	bb	wp/sh	yap					
4																									
92	Purcell, Bernard	W	242	96 %	25	450	79 %	25	2	20	15	10	6	6	109	X	X	X	X	X		X	X	X	X
93	Purcell, Ryan	L	32	13 %	25	40	7 %	0	1	11	12	5	0	3.75	57.75	X	X	X	X	X		X	X	X	
94	Quillin, Michael	D	45	18 %	25	2	0.4 %	0	0	11	15	3	4	3	61	X	X	X	X	X		X	X	X	X
95	Raynor, Dale	L	58	23 %	25	42	7.4 %	0	0	12	15	4	3	3.75	62.75	X	X	X	X	X		X	X	X	X
96	Reed, Michael		11	4.3 %	0	9	1.6 %	0	0	6	6	25	1	0	38	X									X
97	Reed, Taylor	L	67	26 %	25	175	31 %	25	0	15	15	25	3	3.75	111.8	X	X	X	X	X		X	X	X	X
98	Reiss, Helen	C	76	30 %	25	242	42 %	25	2	17	8	10	1	8	96	X	X	X	X	X		X	X	X	
99	Rempe Jr, Fred		44	17 %	25	94	16 %	25	0	0	12	3	0	0	65		X	X	X	X		X	X	X	
100	Richter, Michael	T,T	31	12 %	25	60	11 %	25	0	8	5	3	0	10	76	X	X	X	X	X		X	X	X	
101	Robins, William		76	30 %	25	12	2.1 %	0	1	10	14	4	2	0	56		X	X	X	X		X	X	X	X
102	Rosa, Lisa		23	9.1 %	0	8	1.4 %	0	0	10	12	3	1	0	26	X	X	X	X	X		X	X	X	
103	Ruffner, William		0	0 %	0	0	0 %	0	0	4	1	3	0	0	8		X	X	X	X		X	X	X	
104	Rung, Rosalie	(L)	13	5.1 %	0	80	14 %	25	0	6	1	4	1	1.25	38.25		X								
105	Rutkowski, Stephen	L,D	130	51 %	25	271	48 %	25	4	20	15	9	3	8	109		X	X	X	X		X	X	X	X
106	Skrezec, John		0	0 %	0	0	0 %	0	0	3	0	0	0	0	3										
107	Spanos, James		0	0 %	0	0	0 %	0	0	3	0	0	0	0	3										
108	Staples, Halsey		88	35 %	25	134	24 %	25	0	8	6	4	0	0	68	X	X	X	X	X		X	X	X	
109	Stoner, Gary		8	3.2 %	0	3	0.5 %	0	0	2	0	0	1	0	3										X

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
		elect/app	# Fire	%	pts	# EMS	%	pts	%	pts	st/by	mtgs	misc	train	drill	pos(dis)	points	phys	haz	bb	wp/sh	yap			
4																									
110	Strickland, Samuel	L,D	115	45 %	25	181	32 %	25	25 %	25	5	20	15	19	3	8	120		X	X	X	X	X	X	X
111	Sweetland, Jessica		7	2.8 %	0	19	3.3 %	0	0 %	0	2	2	2	4	1	0	11	X	X	X	X	X	X	X	
112	Tamin, John		67	26 %	25	107	19 %	25	25 %	25	0	11	14	3	0	0	78	X	X	X	X	X	X	X	
113	Tejada, Yira		7	2.8 %	0	7	1.2 %	0	0 %	0	0	7	5	3	0	1	16	X							
114	Thorp, Thomas	L	53	21 %	25	20	3.5 %	0	0 %	0	0	4	11	6	0	5	51	X	X	X	X	X	X	X	
115	Toussaint, Gabrielle		1	0.4 %	0	4	0.7 %	0	0 %	0	0	1	0	3	0	0	4		X	X	X	X	X	X	
116	Trapani, Heather		24	9.5 %	0	30	5.3 %	0	0 %	0	0	1	1	3	1	0	6		X	X	X	X	X	X	X
117	Vandenburgh, Richard		1	0.4 %	0	2	0.4 %	0	0 %	0	0	3	4	25	0	0	32								
118	VanEtten, George	D	101	40 %	25	24	4.2 %	0	0 %	0	0	15	10	3	1	3	57		X	X	X	X	X	X	X
119	Verity, Michael		0	0 %	0	0	0 %	0	0 %	0	0	0	1	0	0	0	1	X							
120	Verley, Joseph, Jr.		0	0 %	0	0	0 %	0	0 %	0	0	4	0	3	0	0	7		X	X	X	X	X	X	
121	Volinski, Antone, III	W	33	13 %	25	134	24 %	25	25 %	25	2	19	12	3	0	8	94	X	X	X	X	X	X	X	
122	Volinski, Darryl		14	5.5 %	0	47	8.2 %	0	0 %	25	0	2	6	3	0	0	36		X	X	X	X	X	X	
123	Walters, Joseph		0	0 %	0	0	0 %	0	0 %	0	0	5	2	3	0	0	10	X	X	X	X	X	X	X	
124	Zaymayar, Elias	L	93	37 %	25	23	4 %	0	0 %	0	4	17	15	21	4	5	91	X	X	X	X	X	X	X	X
125	Zurek, Gregory		42	17 %	25	8	1.4 %	0	0 %	0	0	10	12	3	2	0	52	X	X	X	X	X	X	X	X
126	Zurek Jr, Stanley		33	13 %	25	10	1.8 %	0	0 %	0	0	8	4	4	1	0	42	X	X	X	X	X	X	X	
127																									



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EXT. 213

Submitted: November 9, 2022
Meeting: November 17, 2022 7:00 PM
Work Session Meeting
To: Mayor George W. Hubbard, Jr.
Board of Trustees

Prepared By: Paul Pallas, P.E. Village Administrator

From: Paul Pallas, P.E. Village Administrator

Department: Village Administrator

Work Session

Work Session Report for Road and Utilities

November 17, 2022

Administrator's Office

Statistics

Work Orders:

Electric = 66 Written, 66 Completed

Water = 09 Written, 09 Completed

Sewer = 35 Written, 35 Completed

Road = 62 Written, 62 Completed

Reports

❖ DOH-360: This is a monthly report for bacteriological presence and residual chlorine levels, it was sent on 10-11-2022. The results are detailed below in the Road Department's *Sampling* section.

❖ GADS Data: This is a monthly report about run and usage data for the generators at the Power Plant, it was sent on 10-08-2022.

Discussion

- Microgrid Project Status
- Ferry Queue Project Status
- Ice Rink Status

Resolutions

Trustee Reminders Awaiting information/comments

- Infrastructure project ideas for potential federal grant monies
- Peconic Estuary Protection Sign ideas

Road/Water Department

Statistics

Water Distribution:

7,868,000 Gallons Sold

Sampling:

All water samples complied with Department of Health requirements.

Locations: 419 Sixth Street - Slop Sink
 Total Coliform = Absent
 E Coli = Absent
 Residual Chlorine = 0.64 mg/L

Third Street Firehouse - Kitchen Sink
 Total Coliform = Absent
 E Coli = Absent
 Residual Chlorine = 0.60 mg/L

The form, DOH-360, was filed with the DOH on October 11, 2022, with the above results.

Report

Tasks Accomplished:

- ❖ Did all normal highway tasks.
- ❖ Performed water machine maintenance.
- ❖ Continuation of seasonal mowing.
- ❖ Ongoing weekly street sweeping.
- ❖ Continuation of tree list.
- ❖ Tested and repaired fire hydrants on GFD list.
- ❖ Ordered plow blades for the season.
- ❖ Took measurements of ice rink for dome.
- ❖ Repaired fences at 5th street park and turntable.
- ❖ Repaired and serviced electrical components of plows.
- ❖ Replaced alternator on G-32. Changed oil and serviced G-8.
- ❖ Repaired and serviced salters.
- ❖ Took grade measurements on 4th and Clark Street.
- ❖ Removed files and paperwork from Village Hall for scheduled shredding.
- ❖ Repaired garbage cans throughout village.
- ❖ Replaced and serviced mowers.

Sewer Department

Flow and Sampling:

The plant continues to run well, exceeding DEC permit requirements.
Total plant flow for the month of October = 10,174,000 Gallons
Average Daily Flow = .328 (MGD) Permit Limit = .650 MGD
Total Suspended Solids percent removal (TSS) = 94% Permit Limit = 75%
CBOD percent removal = 99% Permit Limit = 75%
Coliform Fecal General = 7.3 MPN. Permit limit 200 MPN/100
Coliform Total General = 34 MPN. Permit limit 700 MPN/100
Total Nitrogen = 11.3 LBS/day

Sludge Removal:

42,000 Gallons of sludge hauled in October

Report

❖ Treatment Plant:

Rebuilding safety grates for Imhoff Tank vents

SCDH Inspection

Changed 1 bulb in UV system

Removed south BNR basin from service for preventative maintenance and cleaning

Retaining wall and fence work completed

❖ Collection System:

Jet rodded downtown business district for preventative maintenance

Electric Department

Statistics

Monthly Power Usage:

Maximum usage day = October 3 @ 78.062 Mwh

Minimum usage day = October 29 @ 69.453 Mwh

Peak demand for the month = 3.892 MW October 3 7:15 pm

Monthly total usage = 2,286.475 Mwh

Service calls/call outs = 6

Street light repairs = 17

Customers shut off for nonpayment = 5

Customers turned on for payment = 5

Customers turned on for the season = 0

New Services/Upgrades = 3

Tasks Accomplished:

- ❖ Responded to service calls including: a transformer fuse replacement, flickering lights due to a bad connection, assisting electrician in finding an internal neutral problem in the building.
- ❖ Replaced / repaired several streetlights throughout the village.
- ❖ Replaced light fixtures at the marina office.
- ❖ Continuing to input pole transfer info in the NJUNS (Verizon pole replacement system) data base with good response from both Verizon and Optimum.
- ❖ Worked with the Road Department to remove trees that were on the tree committee's list for removal.
- ❖ Assisted Wastewater Department with electrical problems and pulled a pump for service and cleaning.
- ❖ Replaced several older electric meters as part of an ongoing project.
- ❖ Installed a secondary riser for the holiday lights, these are being installed on the new poles, and replacing the drop cords on the remaining poles.
- ❖ The annual testing of incoming meter was done. The meter tested at 99.99% accuracy.
- ❖ Re-arranged and cleaned the north side of plant for transformer storage, all the pad mount transformers are along the north fence line, and the pole mount transformers are now stored next to the building.
- ❖ Blow down the engines, all 3 are good.
- ❖ Unloaded trees for the Tree Committee, then loaded on contractor's trucks for planting.

Attachments:

Greenport Meter 10-2022 (PDF)

Total Usage: 2,286,475.0000 KWH
Peak Demand: 3,892.00 KW
Occured On: Oct 3 2022 19:15
Load Factor: 78.96%
Date Start: Saturday, October 1, 2022
Date End: Monday, October 31, 2022

Period Ending	KWH
10/1/2022	76,638.00
10/2/2022	74,156.00
10/3/2022	78,062.00
10/4/2022	77,697.00
10/5/2022	75,624.00
10/6/2022	74,406.00
10/7/2022	76,460.00
10/8/2022	73,680.00
10/9/2022	74,422.00
10/10/2022	72,627.00
10/11/2022	71,749.00
10/12/2022	71,398.00
10/13/2022	74,826.00
10/14/2022	76,671.00
10/15/2022	75,685.00
10/16/2022	73,755.00
10/17/2022	73,319.00
10/18/2022	73,092.00
10/19/2022	73,480.00
10/20/2022	73,729.00
10/21/2022	73,914.00
10/22/2022	73,519.00
10/23/2022	72,762.00
10/24/2022	72,653.00
10/25/2022	70,037.00
10/26/2022	71,205.00
10/27/2022	69,453.00
10/28/2022	73,411.00
10/29/2022	74,577.00
10/30/2022	72,579.00
10/31/2022	70,889.00



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From: Paul Pallas, P.E. Village Administrator
Department: Village Administrator

Building

Work Session Report for Building Department & Enforcement

November 17, 2022

Office of Code Enforcement & Fire Prevention

Reports

Reports

- ❖ Code Enforcement continues to patrol the Village and respond to complaints.
- ❖ Rental permit renewal review is being conducted. All property owners are being issued a letter of notification informing them that their permit is expired.
- ❖ Village Hall will be closed November 11, 2022 / Veterans Day
- ❖ Zoning Board Regular Session November 15, 2022
- ❖ Historic Preservation Commission November 17, 2022
- ❖ Village Hall will be closed November 24, 25, 2022 / Thanksgiving
- ❖ Planning Board Work Session November 28, 2022

NOTES & TIPS:

Please ensure you pay attention to parking regulations when parking.

Code Enforcement Report is attached.

Building Permit Report is attached.

Attachments:

November 2022 Building CO Report (PDF)

November 2022 Building Report (PDF)

November 2022 CODE (PDF)



Village of Greenport Building Department

Monthly Report CERTIFICATE OF OCCUPANCY 10/1/2022 through 11/1/2022

WORK TYPE	PERMIT NO.	PERMIT DATE	PARCEL ID	LEGAL ADDRESS	CO ISSUED
No CO's issued in October					



Village of Greenport Building Department

November 2022

Monthly Report
REPORT COVERING
10/1/2022 through 11/1/2022

Incorporated Village

PERMIT TYPE	PERMIT NO.	PERMIT DATE	PARCEL ID	LEGAL ADDRESS	STATUS
Fence Permit.	02936	10/13/2022	4.-5-9	408 South Street Greenport NY 11944	Open
Alteration & Renovations	02937	10/17/2022	7.-3-15	225 Fourth Street Greenport NY 11944	Open
Replace Roof/ Install New Fence	02938	10/19/2022	4.-6-2	221 Center Street Greenport NY 11944	Open
Alteration & Renovations	02939	10/24/2022	2.-6-29	110 North Street Greenport NY 11944	Open
Alteration & Renovations	02940	10/24/2022	6.-5-1	319 Sixth Street Greenport NY 11944	Open



Village of Greenport Enforcement Report

CODE ENFORCEMENT & FIRE PREVENTION

November 2022,

Monthly Report REPORT COVERING

Incorporated Village

520 Fourth Street Greenport NY 11944	10/3/2022	Garbage Complaint	Code Enforcement contacted landlord. Problem was corrected.
306 Fifth Street Greenport NY 11944	10/6/2022	Lack of Maintenance	Code Enforcement issued a notice of violation.
727 First Street Greenport NY 11944	10/11/2022	Burn Off	Code Enforcement coordinated with Southold PD & Greenport Fire Dept.
Greenport Brewery Carpenter Street Greenport NY 11944	10/23/2022	Blocking Sidewalk	Code Enforcement contacted landlord. Problem was corrected.
437 Second Street Greenport NY 11944	10/31/2022	Loitering	Code Enforcement will continue to monitor.

RENTAL PERMIT INFORMATION

INFORMATION

*The following statistics represent the status of rental permits and rental permit violations from
October 1, 2022 - November 1, 2022*

New Applications/Renewal Applications Received: 18

Incomplete Applications (Missing fees, docs, etc.): 0

Applications Pending Inspection: 40

Applications Pending Re-Inspection 0

Completed/Permits Issued: 56

Applications Completed/Permits Issued: 253



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Recreation

Work Session Report Recreation Department

November 17, 2022

Mitchell Park Marina/Parks

- ❖ The Carousel hours changed after Labor Day to Saturday and Sunday 10:00 am - 6:00 pm. The Carousel is open when Greenport Schools are closed except for Thanksgiving and Christmas Holidays.
- ❖ Park misting poles removed and transported to Building 10 for the winter.
- ❖ All Bayman, Mooring, Commercial Dock, and Bike locker contract renewals were sent out in the mail.
- ❖ Mitchell Park officially closed on November 1st.
- ❖ Removal and relocation of floating Visitors Dock inside marina for the winter.
- ❖ Park shade canvases removed and stored for the winter.
- ❖ 5 mph buoys were removed and stored for the winter.
- ❖ Marina Vessels were transported for haul out and winterizations.
- ❖ East and West Pier Plumbing and power winterized.
- ❖ Pump out station closed and winterized as of November 1st.
- ❖ The Carousel received its monthly lubrication along with the removal of excess grease from the upper gearings.
- ❖ Ten Carousel horse bases were rethreaded and supported.
- ❖ Fifth Street Beach bathrooms final exterior coats were painted after the masonry work which established proper drainage of the building.

Monthly Revenue Reports are attached

Recreation Center

Statistics

Attendance:

After School Program=13 Children Enrolled

Reports

- ❖ The After School Program is going very well.
- ❖ The literacy program with Floyd Memorial Library continues every Wednesday and is going extremely well. The children enjoy all the activities this program has to offer.
- ❖ The Halloween Party was held on October 28th at the recreation center. The children enjoyed games, music and refreshments.
- ❖ The recreation center is sanitized daily.

Campground

Tasks Accomplished

- ❖ General grounds and maintenance continue daily.
- ❖ Bathrooms are cleaned and stocked daily.
- ❖ All payments were processed through October.
- ❖ Site map updated.
- ❖ Columbus Day weekend was extremely busy and went well.
- ❖ All RV and tent sites have been prepared for October arrivals.
- ❖ Deposits taken for 2023 Seasonal Sites.

Attachments:

RECREATION MONTHLY REVENUE REPORT OCTOBER 2022 (PDF)



236 Third Street
Greenport NY
11944

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

MAYOR
GEORGE W. HUBBARD, JR.
EXT. 215

TRUSTEES
JACK MARTILOTTA
DEPUTY MAYOR

PETER CLARKE

MARY BESS PHILLIPS

JULIA ROBINS

**VILLAGE
ADMINISTRATOR**
PAUL J. PALLAS, P.E.
EXT. 219

CLERK
SYLVIA PIRILLO, RMC
EXT. 206

INTERIM TREASURER
STEPHEN GAFFGA
EXT. 213

Submitted: November 8, 2022
Meeting: November 17, 2022 7:00 PM
Work Session Meeting
To: Mayor George W. Hubbard, Jr.
Board of Trustees
Prepared By: Stephen Gaffga, *Village Interim Treasurer*
From: Stephen Gaffga, *Village Interim Treasurer*
Department: Treasurer's Department

NOVEMBER 2022 INTERIM TREASURER'S REPORT

REQUEST A MOTION BE PLACED ON THE AGENDA FOR:

RESOLUTION authorizing Interim Treasurer Gaffga to perform attached Budget Amendment # 5136 to transfer appropriations to fund replacement of 10 moorings and installation of summer pendants, and directing that Budget Amendment # 5136 be included as part of the formal meeting minutes of the November 28, 2022 Regular Meeting of the Board of Trustees.

RESOLUTION authorizing Interim Treasurer Gaffga to perform attached Budget Amendment # 5137 to transfer appropriations to fund additional operating expenses and repairs for opening and maintenance of ice rink, and directing that Budget Amendment # 5137 be included as part of the formal meeting minutes of the November 18, 2022 Regular Meeting of the Board of Trustees.

RESOLUTION authorizing Interim Treasurer Gaffga to perform attached Budget Amendment # 5138 to appropriate reserves to fund material and labor cost to repair the Road Department payloader bucket pins and bushings, and directing that Budget Amendment # 5138 be included as part of the formal meeting minutes of the November 28, 2022 Regular Meeting of the Board of Trustees.



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RESOLUTION authorizing Interim Treasurer Gaffga to perform attached Budget Amendment # 5138 to appropriate reserves to fund material and labor cost to repair the Road Department payloader bucket pins and bushings, and directing that Budget Amendment # 5138 be included as part of the formal meeting minutes of the November 28, 2022 Regular Meeting of the Board of Trustees.

RESOLUTION authorizing Interim Treasurer Gaffga to perform attached Budget Amendment # 5141 to appropriate reserves to fund additional cost of installation of storage battery equipment at the Power Plant, and directing that Budget Amendment # 5141 be included as part of the formal meeting minutes of the November 28, 2022 Regular Meeting of the Board of Trustees.

RESOLUTION approving the attached First Amendment to Lease Agreement between the Village of Greenport and New York SMSA Limited Partnership d/b/a Verizon Wireless, and authorizing Mayor Hubbard to sign the First Amendment on behalf of the Village of Greenport.

RESOLUTION authorizing the use of New York Cooperative Liquid Assets Securities Systems ("NYCLASS") as an official investment service organization for the Village of Greenport, approving the attached Municipal Cooperative Resolution, and authorizing Interim Treasurer Gaffga to sign the Fund Registration forms as the Key Contact and Authorized Signer.

UTILITY BILLING

End of month statistics for October has been completed.

Sector 1 bills produced and mailed on 11/8/22.

Sector 2 currently being read, to be completed week of 11/14/22.

COMMUNITY DEVELOPMENT/ HOUSING AUTHORITY

4 recertifications and 3 interims were performed for August 2022.

1 voucher holder ported to Riverhead due to the Greenport landlord non-renewing the tenant in order to increase the rent over the Fair Market Rent, making the unit unaffordable.

SIGNIFICANT COLLECTIONS

Rents for October 2022 - \$ 86,717.73

Property Tax Collected through October 2022 - \$ 951,059.19

SIGNIFICANT PAYMENTS

INFORMATIONAL:

Cash Holdings Report - See attached

Utility Billing Statistics Report - See attached

Attachments:

BANK BALANCE SHEET OCTOER 2022 (PDF)
BILLING STATISTICS OCTOBER 2022 (PDF)
PROPERTY TAX COLLECTED THROUGH 10-31-22 (PDF)
HA FINANCIALS OCTOBER 2022 (PDF)
CD FINANCIALS OCTOBER 2022 (PDF)
BUDGET AMENDMENT 5136 (PDF)
BUDGET AMENDMENT 5137 (PDF)
BUDGET AMENDMENT 5138 (PDF)
BUDGET AMENDMENT 5141 (PDF)
Verizon Proposed Contract Amendment 10.25.22 (PDF)
NYCLASS MUNICIPAL COOPERATION RESOLUTION (PDF)

**BANK ACCOUNT BALANCES
FOR THE MONTH OF OCTOBER 2022**

FUND	BANK ACCOUNT NAME	G/L ACCT#	TYPE	BALANCE
A	General	A.0200.000	Checking	235,147.56
A	Repair & Maintenance	A.0200.400	Checking	101,830.59
A	Greenhill Cemetery	A.0201.100	Savings	33,650.18
A	Money Market	A.0201.130	Money Market	2,125,924.78
A	Fire Apparatus	A.0221.110	Savings	683,729.86
A	Bulding Department Escrow	A.0235.101	Checking	51,547.59
A	Parks and Recreation	A.0200.200	Checking	17,958.88
A	American Recovery Plan	A.0200.415	Checking	-
TOTAL GENERAL FUND				\$ 3,249,789.44
CD	Small Cities Rehab.	CD.0200.000	Savings	15,457.61
CD	NYS CDBG Funds	CD.0200.400	Public Funds Acct	226.21
TOTAL COMMUNITY DEVELOPMENT				\$ 15,683.82
E	Light Fund	E.0121.100	Checking	417,878.38
E	Light Depreciation Savings	E.0116.100	Savings	1,652,328.14
E	TTC Collections	E.0121.120	Savings	1,372.53
E	Renewable Energy Savings	E.0121.130	Savings	158,432.50
E	Consumer Deposit Savings	E.0191.100	Savings	121,258.31
E	Consumer Deposit Checking	E.0244.200	Checking	6,705.63
TOTAL LIGHT FUND				\$ 2,357,975.49
F	Water	F.0200.000	Checking	600,752.59
F	Water Fund Capital	F.0200.400	Savings	8,395.12
F	Water Fund CD (MM)	F.0201.000	Money Market	203,494.85
F	Water Fund Money Market	F.0201.130	Money Market	386,594.42
TOTAL WATER FUND				\$ 1,199,236.98
G	Sewer	G.0200.000	Checking	898,010.63
G	NYS DEC Consent	G.0201.000	Savings	31,541.57
G	Sewer Fund I	G.0201.100	Money Market	896,531.22
G	NYSEFC	G.0205.000	Checking	185,851.61
G	Sewer Wastewater	G.0220.110	Savings	12,177.69

G	NYSERDA	G.0525.000	Checking	111.01	
					TOTAL SEWER FUND \$ 2,024,223.73
H	Capital	H.0200.000	Checking	533,103.19	
H	Capital Reserve	H.0200.400	Savings	49,673.69	
					TOTAL CAPITAL FUND \$ 582,776.88
TA	Trust & Agency	TA.0200.000	Checking	16,883.12	
TA	Retirement Savings	TA.0201.000	Savings	49,026.05	
TA	WWI Memorial Trust	TA.0201.001	Savings	731.77	
TA	T & A Special Escrow	TA.0201.002	Savings	6,610.25	
TA	Justice Court	TA.0201.004	Savings	4,798.11	
TA	Global Common	TA.0201.009	Savings	271,813.78	
TA	Basketball Court Donations	TA.0200.101	Checking	1,992.00	
TA	Tree Committee	TA.0200.102	Checking	5,540.73	
TA	Summer Day Camp Donations	TA.0200.103	Checking	1,680.00	
TA	Recreation Center Donations	TA.0200.104	Checking	20,241.11	
TA	Friends of Fifth Street	TA.0200.106	Checking	113.00	
TA	American Legion Bldg	TA.0200.107	Checking	200.00	
TA	Fifth Street Rehab	TA.0200.120	Checking	13,796.00	
TA	Carousel Committee	TA.0200.113	Checking	15,980.06	
TA	Mitchell Park Bathrooms Rehab	TA.0200.115	Checking	30,000.00	
TA	Accounts Payable	TA.0202.000	Checking	1,975,520.09	
					TOTAL TRUST & AGENCY FUND \$ 2,414,926.07
	Wire Account			183.38	
	Utility Clearing			86,053.19	
					\$ 86,236.57
					TOTAL VILLAGE WIDE \$ 11,930,848.98

EOM Billing Statistics Report

Rate Summary - All Routes

Service	Rate# - Description	Bills	Min. Bills	Usage	Charge	Usage	Demand	Contract	PCA	NYSCES	Comm Tax	Res Tax	
Electric	2 - Electric - Flat Charge	11	0	0	0	0	0	523.60	54,080.81	5,290.45	8.80	8.80	
	9 - Residential (1, 1)	1374	0	1121590	121,652.62	0	0		64.03	6.27	4,052.33	4,43	
	10 - Water Heating (2, 2)	11	0	1328	106.85	0	0		6,682.46	653.70	598.10	4,43	
	11 - All Electric (3, 3)	352	0	138569	16,750.23	0	0		15,146.00	1,482.07	988.99	598.10	
	13 - Demand - Class 3 (5, 5)	5	0	314200	17,563.78	816.5	9,629.88		1,177.78	115.26			
	14 - Village St. Lighting (6, 6)	5	0	24432.7	2,812.21	0	0		45.40	4.44			
	15 - Town St Lighting (7, 7)	1	0	941.82	108.40	0	0		68.26	6.68			
	19 - Traffic Lights (11, 11)	1	0	1416	146.65	0	0		56.48	5.53	16.98		
	20 - Contract St Lighting (12, 12)	4	0	627	0.00	0	0						
	21 - Sterling Harbor (13, 13)	2	0	1171.5	134.84	0	0						
	66 - Reconnection Fee- Residential	2	0	0	0	0	0	150.00					
	67 - NSF Fee	2	0	0	0	0	0	46.66					
	Electric Total		1770	0	1604276.02	159,275.58	816.5	9,629.88	720.26	77,321.22	7,564.40	1,005.97	4,663.66
	Sewer	3 - Sewer -INSIDE Flat Charge	31	0	0	1,633.70	0	0					
		23 - Sewer - IN VILL 3/4" W/SEWER (14, 14)	896	537	3937.9	57,855.30	0	0					
		25 - Sewer - IN VILL 1" W/SEWER (15, 15)	30	12	526.8	6,611.34	0	0					
		27 - Sewer - IN VILL 1 1/2" W/SEWER (16, 16)	12	4	109.8	1,499.85	0	0					
		29 - Sewer - IN VILL 2" W/SEWER (17, 17)	28	5	535.4	7,595.95	0	0					
		31 - Sewer - IN VILL 3" W/SEWER (18, 18)	1	1	1.8	42.00	0	0					
		33 - Sewer - IN VILL 4" W/SEWER (19, 19)	3	1	471	7,214.40	0	0					
54 - Sewer - OUTSIDE RES SEWER (50, 50)		80	54	1036.728	20,600.57	0	0						
57 - SPLIT SEWER BILLING (52, 52)		1	0	11	0.00	0	0						
62 - O/S DRIFTWOOD COVE 52		1	1	91.5552	3,276.00	0	0						
63 - O/S DRIFTWOOD COVE 49		1	1	86.1696	3,087.00	0	0						
64 - O/S PECONIC LANDING 301		1	1	770	18,963.00	0	0						
65 - O/S CLIFFSIDE CONDOS-SEWER		1	1	103	4,410.00	0	0						
69 - Sewer NSF		1	0	0	0	0	0	11.67					
Sewer Total			1087	618	7681.1528	132,789.11	0	0	11.67				
Water		5 - Water - Flat Charge	32	0	0	901.50	0	0					
		22 - RES VILL 3/4" W/SEWER (14, 14)	922	308	4497	28,459.04	0	0					
		24 - RES VILL 1" W/SEWER (15, 15)	31	3	612	2,898.81	0	0					
		26 - COMM VILL 1 1/2" W/SEWER (16, 16)	13	4	142	744.48	0	0					
	28 - COMM VILL 2" W/SEWER (17, 17)	30	14	625	2,932.03	0	0						
	30 - COMM VILL 3" W/SEWER (18, 18)	1	1	2	44.46	0	0						
	32 - COMM VILL 4" W/SEWER (19, 19)	3	2	527	2,495.73	0	0						
	46 - COMM VILLAGE 1 1/2" (42, 42)	1	1	0	44.46	0	0						
	47 - COMM VILLAGE 2" (43, 43)	7	1	595	2,688.06	0	0						
	48 - RES VILLAGE 3/4" (44, 44)	127	65	867	5,195.41	0	0						
	49 - RES VILLAGE SEWER ONLY (45, 45)	6	0	1	0.00	0	0						
	52 - FLAT-FIRE SPRINKLERS (49, 49)	32	0	0	0.00	0	0						
	53 - OUTSIDE RES SEWER (50, 50)	78	0	1145.188	0.00	0	0						
	68 - Water NSF	1	0	0	0	0	0	11.67					
	Water Total		1284	399	9013.188	46,403.98	0	0	11.67				
	electric-small commercial		367	0	851216.6	106,829.86	0	0		41,032.89	4,015.17	11,364.02	-1.07
	16 - Operating Municipalt (8, 8)		33	0	33593	4,340.06	0	0		1,619.35	158.43		
	17 - Water Department (9, 9)		2	0	0	24.86	0	0					
	18 - Sewer Department (10, 10)		10	0	51094	6,487.84	0	0		2,462.99	241.01		

Service
 Rate# - Description
 73 - Electric Power Plant

EOM Billing Statistics Report

<u>Bills</u>	<u>Min. Bills</u>	<u>Usage</u>	<u>Charge</u>	<u>Usage</u>	<u>Demand</u>	<u>Contract</u>	<u>PCA</u>	<u>NYSCES</u>	<u>Comm Tax</u>	<u>Res Tax</u>
6	0	22415	0.00	0						
418	0	958318.6	117,682.62	0			45,115.23	4,414.61	11,364.02	-1.07
4559	1017	2579288.9608	456,151.29	816.5	9,629.88	743.60	122,436.45	11,979.01	12,369.99	4,662.59

electric-small commercial Total
 Grand Total

EOM Billing Statistics Report

Service	Rate# - Description	Total	
Electric	2 - Electric - Flat Charge	532.40	
	9 - Residential (1, 1)	185,076.21	
	10 - Water Heating (2, 2)	181.58	
	11 - All Electric (3, 3)	24,684.49	
	13 - Demand - Class 3 (5, 5)	44,810.72	
	14 - Village St. Lighting (6, 6)	4,105.25	
	15 - Town St Lighting (7, 7)	158.24	
	19 - Traffic Lights (11, 11)	221.59	
	20 - Contract St Lighting (12, 12)	0.00	
	21 - Sterling Harbor (13, 13)	213.83	
	66 - Reconnection Fee- Residential	150.00	
	67 - NSF Fee	46.66	
	Electric Total	260,180.97	
	Sewer	3 - Sewer -INSIDE Flat Charge	1,633.70
		23 - Sewer - IN VILL 3/4" W/SEWER (14, 14)	57,855.30
		25 - Sewer - IN VILL 1" W/SEWER (15, 15)	6,611.34
		27 - Sewer - IN VILL 1 1/2" W/SEWER (16, 16)	1,499.85
		29 - Sewer - IN VILL 2" W/SEWER (17, 17)	7,595.95
		31 - Sewer - IN VILL 3" W/SEWER (18, 18)	42.00
		33 - Sewer - IN VILL 4" W/SEWER (19, 19)	7,214.40
		54 - Sewer - OUTSIDE RES SEWER (50, 50)	20,600.57
		57 - SPLIT SEWER BILLING (52, 52)	0.00
		62 - O/S DRIFTWOOD COVE 52	3,276.00
		63 - O/S DRIFTWOOD COVE 49	3,087.00
		64 - O/S PECONIC LANDING 301	18,963.00
		65 - O/S CLIFFSIDE CONDOS-SEWER	4,410.00
		69 - Sewer NSF	11.67
Sewer Total		132,800.78	
Water		5 - Water - Flat Charge	901.50
		22 - RES VILL 3/4" W/SEWER (14, 14)	28,459.04
		24 - RES VILL 1" W/SEWER (15, 15)	2,898.81
		26 - COMM VILL 1 1/2" W/SEWER (16, 16)	744.48
		28 - COMM VILL 2" W/SEWER (17, 17)	2,932.03
		30 - COMM VILL 3" W/SEWER (18, 18)	44.46
		32 - COMM VILL 4" W/SEWER (19, 19)	2,495.73
		46 - COMM VILLAGE 1 1/2" (42, 42)	44.46
		47 - COMM VILLAGE 2" (43, 43)	2,688.06
		48 - RES VILLAGE 3/4" (44, 44)	5,195.41
		49 - RES VILLAGE SEWER ONLY (45, 45)	0.00
		52 - FLAT-FIRE SPRINKLERS (49, 49)	0.00
	53 - OUTSIDE RES SEWER (50, 50)	0.00	
	68 - Water NSF	11.67	
	Water Total	46,415.65	
	electric-small commercial	12 - Commercial (4, 4)	163,240.87
		16 - Operating Municipal (8, 8)	6,117.84
		17 - Water Department (9, 9)	24.86
		18 - Sewer Department (10, 10)	9,191.84

EOM Billing Statistics Report

Rate Summary - All Routes

<u>Service</u>	<u>Rate# - Description</u>	<u>Total</u>
electric-small commercial Total	73 - Electric Power Plant	0.00
Grand Total		178,575.41
		617,972.81

Report Setup Information:

Report Design EOM Billing Statistics Report

Output Type Graphics

<u>Start Route</u>	<u>End Route</u>	<u>Start Date</u>	<u>End Date</u>
51	56	9/10/2022	10/7/2022
57	63	9/17/2022	10/14/2022
64	72	9/24/2022	10/21/2022
73	79	9/30/2022	10/28/2022
82	82	9/30/2022	10/28/2022
80	80	9/30/2022	10/28/2022
81	81	9/30/2022	10/28/2022

VILLAGE OF GREENPORT

Payment 05/26/2022 To 10/31/2022 Report

Grand Totals		Count	Payment Amt	Count	Refunds	Payment Total	Writeoff
BID	MT	91	41,072.33			41,072.33	
SEWER	MT	14	7,351.11			7,351.11	
VILLT		815	892,964.16			892,964.16	
WATER	MT	16	5,130.14			5,130.14	
Total PRINCIPAL			<u>946,517.74</u>			<u>946,517.74</u>	
PEN		61	4,541.45			4,541.45	
Total PENALTY			<u>4,541.45</u>			<u>4,541.45</u>	
Total			<u>951,059.19</u>			<u>951,059.19</u>	

**Financial Data Schedule - Monthly Revenue & Expenses (HAP REGISTER) -
OCTOBER 2022**

77	TOTAL VOUCHERS	95,115.00	36.00
	Vouchers Leased on last day of month		
	New Vouchers Issued/No Lease/Searching		
706	PHA HUD Operating Grants	\$ 93,512.00	
706a	Admin fee revenues	\$ 9,628.00	\$ 250.00
711	Interest Earned - HAP	\$ 250.00	ADMIN (714.020)
714	Interest Earned - ADMIN	\$ 3,875.00	Add'l HAP from HUD
714	Fraud recovery	\$ 500.00	Admin Fee Supplemental from CD
700	TOTAL REVENUE	\$ 109,765.00	\$ 2,250.00 Add'l ADMIN from HUD
912	EXPENSES: Administrative Auditing fees		
911	Salaries - Asha (\$28.43), Robert Column E, Paul Column F 2 payperiods	\$ 3,980.64	\$ 576.92
911a	Medical	\$ 2,118.74	\$ 44.71
911b	Denial	\$ 169.48	\$ 8.47
911c	Pension T4 15.7%, T5 12.9%	\$ 624.96	\$ 42.07
914	Payroll Taxes FICA	\$ 304.52	\$ 24.95
915	Employee Benefit Contribution TOTAL	\$ 3,217.70	\$ 111.74
917	ALIHA membership dues 2023	\$ 75.00	
916	Nina JG Stewart, Esq		
918	A Gallacher Reimb		
918	A Gallacher Mileage		
916	Office Expenses Total		
910	Administrative Total		
962	Other General Expenses (Office Rem)	\$ 550.00	
969	TOTAL OPERATING EXPENSES	\$ 6,987.89	
970	EXCESS OPERATING REVENUE OVER OPERATING EXPENSES		
973.1	PHA Utility Allowance		
973.2	HAP payments	\$ 95,079.00	#REF!
973	PORT payments	\$ 95,115.00	(VMS - HAP TOTAL)
1117-020	HAP & UTIL less Port payments		(VMS - ALL OTHER VOUCHERS HAP)
1117	Total Admin Revenue	\$ 97,637.00	
1118	Net ADMIN	\$ 2,522.00	
1118-020	Total Hap Revenue		
900	TOTAL EXPENSES	\$ 102,102.89	TOTAL CASH DISBURSEMENTS
1000	EXCESS (DEFICIENCY) OF TOTAL REVENUE OVER (UNDER) TOTAL EXPENSES		

Starling this Village FYE 2023, HA will be charged 75% of payroll expenses 25% difference will come from CD on a monthly basis

TERMINATED

DECEASED

ABSORBED

RELINQUISHED

Village of Greenport total

TOTAL PORT IN 0

TOTAL PORT OUT 0

Admin Salaries total

Medical Total

Denial Total

Pension Total

FICA Total

Benefits Total

DS - 213 Center St & 278 2nd Street Monthly Revenue & Expenses - October 2022

\$ 4,800.00

Account Description

Account Description	REVENUE: 213 Center 213 Center	REVENUE: 278 2nd Street UNIT 1 - 8124 UNIT 2 - 8327 UNIT 3	HOUSE
Rent	\$ 1,125.00	\$ 1,375.00	\$ 1,175.00
Late Fees/Credits	\$ 50.00		
TOTAL REVENUE	\$ 1,175.00	\$ 1,125.00	\$ 3,675.00
EXPENSES:			
EXPENSES: 213 Center	EXPENSES: 278 2nd Street	UNIT 3 -	HOUSE - 8590 RE/8361 SW
213 CENTER	UNIT 1 - 8124 UNIT 2 - 8327 8328		
<u>Utilities</u>			
Electric	\$ 100.72		\$ 13.69
Water/Sewer	\$ 90.63		\$ 90.63
Propane/Heating Oil			
<u>Admin</u>			
Salaries & Benefits (Asha, Robert, Paul)	\$ 530.24		\$ 1,590.72
Payment Agreement to Village			\$ 1,000.00
Total	\$ 721.59	\$ -	\$ 2,695.04
			\$ 2,695.04
<u>Maintenance Repairs/Other</u>			
JP McHale Pest Mgmt			\$ 199.00
Pine Oaks Landscaping			\$ 225.00
Mattituck Enviro Services			\$ 40.74
Pine Oaks Landscaping			\$ 180.00
Total Expenses	\$ -	\$ -	\$ 644.74
	\$ 721.59		\$ 644.74
MONTHLY FINANCIAL SUMMARY	213 CENTER	278 2nd STREET	
Interest Earned			
Total Revenue	\$ 1,175.00	\$ 3,675.00	
Total Expenses	\$ 721.59	\$ 3,339.78	
NET REVENUE	\$ 453.41	\$ 335.22	
EXCESS (DEFICIENCY) OF TOTAL REVENUE		\$ 335.22	
1000 OVER (UNDER) TOTAL EXPENSES	\$ 453.41	\$ 335.22	

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2023 Period: 11 Trans Type: B1 - Transfer Status: Batch
Trans No: 5136 Trans Date: 11/08/2022 User Ref: STEPHEN
Requested: R. ALBANESE Approved: Created by: STEPHEN 11/08/2022
Description: TO TRANSFER APPROPRIATIONS TO FUND REPLACEMENT OF 10 MOORINGS AND FUND INSTALLATION OF SUMMER PENDANTS
Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
A.7312.401	CAROUSEL EXPENSE	-11,000.00
A.7110.419	PARKS.. MOORING EXP	11,000.00
Total Amount:		0.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2023 Period: 11 Trans Type: B1 - Transfer Status: Batch
Trans No: 5137 Trans Date: 11/08/2022 User Ref: STEPHEN
Requested: R. ALBANESE Approved: Created by: STEPHEN 11/08/2022
Description: TO TRANSFER APPROPRIATIONS TO FUND ADDITIONAL OPERATING EXPENSES AND REPAIRS FOR OPENING AND MAINTENANCE OF ICE RINK
Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
A.7312.401	CAROUSEL EXPENSE	-11,500.00
A.7311.400	ICE RINK EXPENSE	11,500.00
Total Amount:		0.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2023 Period: 11 Trans Type: B2 - Amend Status: Batch
 Trans No: 5138 Trans Date: 11/08/2022 User Ref: STEPHEN
 Requested: M. FLORA Approved: Created by: STEPHEN 11/08/2022
 Description: TO APPROPRIATE RESERVES TO FUND MATERIAL AND LABOR COST TO
 REPAIR ROAD DEPARTMENT PAYLOADER BUCKET PINS AND BUSHINGS
 Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	8,000.00
A.5110.415	REPAIR & MAINT - TRANSP EQUIP..	8,000.00
Total Amount:		16,000.00

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (“First Amendment”) is made, and shall be effective, as of the last date of the signatures below (“Effective Date”), between Village of Greenport (“Landlord”), and New York SMSA Limited Partnership d/b/a Verizon Wireless (“Tenant”). Landlord and Tenant (or their predecessors in interest) entered into that certain Lease Agreement dated January 24, 2002, as may have been previously amended and/or assigned, (the “Lease”), pursuant to which Tenant is leasing or licensing from Landlord a portion of that certain property located at Washington Avenue, in the City of Greenport, County of Suffolk, State of New York, as more particularly described in the Lease. Landlord and Tenant may be referenced in this First Amendment individually as a “Party” or collectively as the “Parties.”

In consideration of the mutual covenants and promises contained in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Lease as follows:

1. Term. Notwithstanding anything contained in the Lease to the contrary, the Lease shall expire on December 31, 2022. Commencing on January 1, 2023, the Lease shall be extended for 5 years (“Initial Extension Term”). The term of the Lease shall thereafter automatically extend for 4 additional terms of 5 years each (each, an “Additional Extension Term”), unless Tenant terminates the Lease by giving Landlord notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. Commencing on January 1, 2023, the monthly rent shall be \$9,500.00 to be paid on the first day of the month in advance to Landlord or such other person as Landlord may designate in writing at least 30 days in advance of any rental payment date. Beginning on January 1, 2024, the monthly rent shall increase by 3% over the monthly rent then in effect and by 3% over the then current monthly rent on each one-year anniversary of January 1, 2024 thereafter.

3. Use. Notwithstanding anything contained in the Lease to the contrary, all improvements, equipment, antennas and conduits shall be at Tenant’s expense and their installation shall be at the discretion and option of Tenant. Tenant shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates (“Tenant Modifications”), whether the equipment, antennas, conduits, or frequencies are specified or not on any exhibit attached to the Lease.

Landlord acknowledges and agrees that any provision in the Lease that provides for (i) Tenant to obtain Landlord’s consent for Tenant Modifications or send notice to Landlord prior to making Tenant Modifications, (ii) an increase in rent as consideration for Tenant Modifications, (iii) Tenant to submit engineering designs, including but not limited to, a structural analysis, to Landlord for approval prior to making Tenant Modifications and (iv) an amendment to memorialize Tenant Modifications, are hereby deleted.

4. Holdover. Notwithstanding anything contained in the Lease to the contrary, the Parties agree that a holding over beyond the expiration or termination of the Lease shall operate as an extension of the Lease from month-to-month only (the "Holdover Period"), with rent due monthly in an amount equaling the monthly rent applicable during the month immediately preceding such expiration or earlier termination. Either Party may terminate the Lease at the end of any month during the Holdover Period by providing 30 days written notice.

5. Rent Credit. This First Amendment provides for a reduction in rent, effective January 1, 2023. The Parties acknowledge and agree that Tenant shall be entitled to a credit in the event of any overpayment of rent resulting from said reduction in rent. Such credit shall be applied against Tenant's rent due under the Lease.

6. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term and provision of the Lease and this First Amendment, the terms and provisions of this First Amendment shall control. In addition, except as otherwise stated in this First Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.

7. Ratification and Reaffirmation. Landlord and Tenant do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Lease. Except as modified by this First Amendment, all of the terms and conditions of the Lease are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this First Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Lease.

[SIGNATURE PAGE TO FOLLOW]

TENANT Site Name: Greenportrelo
TENANT Location Code: 144763

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto execute this First Amendment below, intending to be bound.

Landlord:

Village of Greenport

By: _____
Name: _____
Title: _____
Date: _____

Tenant:

**New York SMSA Limited Partnership d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner**

By: _____
Name: Sergei Mislevy
Title: Executive Director-Network Engineering/Real Estate
Date: _____

Municipal Cooperation Resolution

WHEREAS, New York General Municipal Law, Article 5-G, Section 119-o (Section 119-o) empowers municipal corporations [defined in Article 5-G, Section 119-n to include school districts, boards of cooperative educational services, counties, cities, towns and villages, and districts] to enter into, amend, cancel, and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers, and duties on a cooperative or contract basis;

WHEREAS the _____ wishes to invest portions of its available
Entity Name
investment funds in cooperation with other corporations and/or districts pursuant to the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 28, 2019;

WHEREAS the _____ wishes to satisfy the safety and liquidity
Entity Name
needs of their funds;

Now, therefore, it is hereby resolved as follows:

That _____ of
Key Contact* Title
_____ is hereby authorized to participate in the NYCLASS program under
Entity Name
the terms of the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 28, 2019.

Key Contact Signature

Title

Printed Name

Date

*The key contact on an account is the main point of contact for an entity. They receive voting credentials for Governing Board elections and all other important communications.



236 Third Street
Greenport NY
11944

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

MAYOR
GEORGE W. HUBBARD, JR.
EXT. 215

TRUSTEES
JACK MARTILOTTA
DEPUTY MAYOR

PETER CLARKE

MARY BESS PHILLIPS

JULIA ROBINS

**VILLAGE
ADMINISTRATOR**
PAUL J. PALLAS, P.E.
EXT. 219

CLERK
SYLVIA PIRILLO, RMC
EXT. 206

INTERIM TREASURER
STEPHEN GAFFGA
EXT. 213

Submitted: November 9, 2022
Meeting: November 17, 2022 7:00 PM
Work Session Meeting
To: Mayor George W. Hubbard, Jr.
Board of Trustees
Prepared By: Debbie Boyle, *Assistant*
From: Debbie Boyle, *Assistant*
Department: Village Clerk Department

Village Clerk November 2022 Work Session Report

VILLAGE of GREENPORT - BOARD of TRUSTEES WORK SESSION

to be presented at the meeting held on November 17, 2022
Report of Sylvia Lazzari Pirillo, Village Clerk

Agreements and Contracts

The contract between the Village and DeAI was e-mailed to DeAI for execution on November 4th.

The Certification of Investment Powers to RBC Wealth Management was fully executed and transmitted to RBC on November 7th.

Election - 2023

The Notice of General Election and positions to be filled was published in the November 17th edition of the newspaper, in both English and Spanish.

Legal Notices

The Notice to Bidders for the GFD Chief's car was published in the November 10th edition of the newspaper. The bid package and specifications are available on the official Village website and on the NYS Contract Reporter. Bids are returnable on December 1st.

Resolutions for the Regular Meeting

RESOLUTION approving the attached Master Subscription Agreement between the Village of Greenport and Granicus, LLC for the renewal of the IQM2 Agenda and Minutes Maker subscription, at an annual cost of \$ 4,494.00 and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and Granicus, LLC.

RESOLUTION approving the attached 2022 - 2023 Service Fee Agreement between the Village of Greenport and Penflex, Inc. regarding the 2022 - 2023 fees applicable to the administration by Penflex, Inc. of the Village of Greenport Volunteer Firefighter Length of Service Awards Program, and authorizing Mayor Hubbard to sign the agreement between Penflex, Inc. and the Village of Greenport.

RESOLUTION awarding the contract for the purchase of cylinder heads for two (2) different types of Enterprise Diesel Engines at the Village of Greenport Power Plant per the bid opening on October 17, 2022 to Striegel Supply, Inc. - the sole bidder - per the attached Bid Forms.

RESOLUTION establishing March 21, 2023 as the Village of Greenport Election Day, to fill the expiring term of the Mayor, and each of the expiring terms of two Trustees.

RESOLUTION setting forth the date and times of the 2023 Village General Election as March 21, 2023 from 6:00 a.m. to 9:00 p.m. and setting the polling place of the Village Election on March 21, 2023 to be the Village of Greenport Station One Firehouse on Third and South Streets in Greenport, New York.

RESOLUTION setting two Village Voter Registration Days, as follows:

- Thursday, March 9, 2023 from 8:30 a.m. - 5:00 p.m. and
- Saturday, March 11, 2023 from 11:00 a.m. - 5:00 p.m.

with voter registration taking place at Village Hall, 236 Third Street, Greenport, New York.

RESOLUTION allowing a non-Village resident to serve as an Election Inspector for the upcoming Village Election on March 21, 2023.

RESOLUTION authorizing the payment of \$ 30.00 per hour to Translator Roselle Borelli, effective November 1, 2022 for the performance of translation services related to the Village Election scheduled for March 21, 2023.

RESOLUTION authorizing the annual solicitation of bids for the delivery of unleaded (87 octane) gasoline to various locations throughout the Village of Greenport, and directing Clerk Pirillo to notice the solicitation of bids accordingly.

RESOLUTION authorizing the annual solicitation of bids for the delivery of No. 2 heating oil to various locations throughout the Village of Greenport, and directing Clerk Pirillo to notice the solicitation of bids accordingly.

RESOLUTION authorizing the annual solicitation of bids for the delivery of diesel fuel to various locations throughout the Village of Greenport, and directing Clerk Pirillo to notice the solicitation of bids accordingly.

RESOLUTION authorizing the annual solicitation of quotes for a 10-yard dump truck and driver to assist the Village with the removal and disposal of snow as needed and directing Clerk Pirillo to notice the Request for Quotations accordingly.

RESOLUTION authorizing the annual solicitation of quotes for a requirement contractor, with a unit price schedule for hourly, half-day and daily rates for one (1) worker, one (1) worker with a back hoe, two (2) workers, and two (2) workers with a back hoe, including regular time and overtime, and directing Clerk Pirillo to notice the Request for Quotations accordingly.

RESOLUTION authorizing the annual solicitation of bids for tree and stump removal services and stump grinding services on specified Village of Greenport streets, and directing Clerk Pirillo to notice the bid solicitation accordingly.

Attachments:

GOVERNMENT- PRICE QUOTATION



Granicus at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARASOFT.COM | SALES@CARASOFT.COM

TO: Sylvia Pirillo
 Clerk
 Greenport Village
 236 Third St
 Greenport, NY 11944 USA

FROM: Christine Wilt
 Granicus Government at Carahsoft
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: spirillo@greenportvillage.org

EMAIL: Christine.Wilt@carahsoft.com

PHONE: (631) 477-0248 FAX: (631) 477-1707

PHONE: (571) 662-3048 FAX: (703) 871-8505

TERMS: FTIN: 52-2189693
 Shipping Point: FOB Destination
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 UEI: DT8KJHZXVJH5
 Credit Cards: VISA/MasterCard/AMEX
 Sales Tax May Apply

QUOTE NO: 35799724
 QUOTE DATE: 09/13/2022
 QUOTE EXPIRES: 11/30/2022
 RFQ NO:
 SHIPPING: ESD
 TOTAL PRICE: \$4,494.00

TOTAL QUOTE: \$4,494.00



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Greenport, NY

Granicus Order Form for Greenport, NY

ORDER DETAILS

Granicus Contact: Astrid Xu
Email: astrid.xu@granicus.com
Order #: Q-226578
Prepared On: 10/19/2022

ORDER TERMS

Currency: USD
Payment Terms: All fees set forth in the Quote from reseller/distributor to Client are due and payable in accordance with those terms. Use of the Products is governed by the terms of the Granicus Master Subscription Agreement or such other Agreement as agreed to by the parties.

Current Subscription
End Date: 11/30/2022
Period of Performance: 12/01/2022 - 11/30/2023

PRODUCT SUMMARY

The specifications and terms within this Order Form are specific to the products and volumes contained herein.

NOTE: Fees for the below Products will be as set forth in the quote from an authorized reseller.

Renewing Subscriptions		
Solution	Billing Frequency	Quantity/Unit
IQM2 - Agenda & Minutes	Monthly	1 Each

PRODUCT DESCRIPTIONS

Solution	Description
IQM2 - Agenda & Minutes	Easily prepare for meetings, approve agenda items, generate documents, create meeting packets and capture minutes.

TERMS & CONDITIONS

- The attached End User Licensing Agreement must be signed and returned with all necessary order documents.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Greenport, NY to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.



End User License Agreement

This End User License Agreement ("**Agreement**") is made and entered into as of the latter date of the signatures below (the "Effective Date") by and between Greenport, NY ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**Granicus**"). Client and Granicus may each be referred to herein as "Party" or collectively as "Parties".

Whereas Client has entered into an agreement with a third party to purchase Granicus Products and Services ("**Reseller**"), by accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

1. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

"**Granicus Products and Services**" means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order.

"**Order**" means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services via Reseller.

"**Order Term**" means the then-current duration of performance identified on each Order, for which Granicus has committed to provide, and Client has committed to pay for via Reseller, Granicus Products and Services.

2. **Use of Granicus Products and Services and Proprietary Rights**

- 2.1. **Granicus Products and Services.** The Granicus Products and Services are purchased by Client, via a Reseller, as subscriptions during an Order Term specified in each Order.

- 2.2. **Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order (collectively the "Permitted Use"). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the Granicus Products and Services up to the levels limited in the applicable Order.

- 2.2.1. **Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing.

- 2.2.2. **Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client's passwords.

- 2.2.3. **Content.** Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in

support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.

- 2.2.3.1. Disclaimers.** Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.
- 2.2.4. Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.
- 2.2.5. Granicus Subscriber Information for Communications Cloud Suite only**
- 2.2.5.1. Data Provided by Client.** Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.
- 2.2.5.2.** Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- 2.2.5.3. Data Obtained through the Granicus Advanced Network**
- 2.2.5.3.1.** Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.
- 2.2.5.3.2.** Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

2.2.5.3.3. Opt-In. During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

2.3. Restrictions. Client shall not:

- 2.3.1.** Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;
 - 2.3.2.** Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;
 - 2.3.3.** Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
 - 2.3.4.** Client must not use the Services as a door or signpost to another server.
 - 2.3.5.** Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order placed hereunder;
 - 2.3.6.** Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
 - 2.3.7.** Use the Granicus Products and Services for any unlawful purposes;
 - 2.3.8.** Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
 - 2.3.9.** Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
 - 2.3.10.** Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.
- 2.4. Client Feedback.** Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.
- 2.5. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

3. Representations, Warranties and Disclaimers

- 3.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 3.2. Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.
- 3.3. Disclaimers.** EXCEPT AS PROVIDED IN SECTIONS 3.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER

ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

4. Confidential Information

4.1. Confidential Information. It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

4.2. Exceptions. Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

4.3. Storage and Sending. In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client. Client is ultimately accountable for the security and privacy of data held by Granicus on its behalf.

4.4. Return of Confidential Information. Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Client understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

5. Term and Termination

5.1. Agreement Term. The Agreement Term shall begin on the Effective Date of the Agreement and continue for twelve (12) months. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current annual term, the Granicus Products and Services will automatically renew at the end of each annual term for one (1) year.

5.2. Effect of Termination. If the Parties agree to terminate this Agreement and an Order is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders shall immediately terminate as of the Agreement termination date.

5.3. Termination for Cause. The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest.

5.4. Survival. All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

6. Limitation of Liability

6.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

6.2. LIMITATION OF LIABILITY. EXCEPT FOR CLIENT'S BREACH OF SECTION 2.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR

ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN.

7. General

- 7.1. Relationship of the Parties.** Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.
- 7.2. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.
- 7.3. Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 7.4. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 7.5. Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.
- 7.6. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the state in which the Client is located, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of the state in which the Client is located.
- 7.7. Entire Agreement.** This Agreement, together with all Orders referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client.

7.8. Reference. Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.

7.9. Injunctive Relief. Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

Granicus

By: _____
(Authorized Signature)
Name: _____
(Print or Type Name of Signatory)
Title: _____
Date: _____
(Execution Date)

Greenport, NY

By: _____
(Authorized Signature)
Name: _____
(Print or Type Name of Signatory)
Title: _____
Date: _____
(Execution Date)

BID FORM (CONTINUED)

Name of Bidder: STRIEGEL SUPPLY INC

VILLAGE OF GREENPORT ELECTRIC DEPARTMENT
FOR CYLINDER HEADS FOR ENGINE GENERATOR UNITS
ENTERPRISE DIESEL ENGINES

Cylinder heads for Enterprise Diesel Engines Bid will be for 2 different types of engines:

GENERAL DESCRIPTION:

Enterprise inline 8-cylinder engine:

Must be compatible to fit both DGSQ 38 and DGSR 38 Enterprise inline 8-cylinder engine.
Must be new old stock, used stock will not be accepted
May be asked provide proof of part number, photo of part number stamped on cylinder head
May be asked to provide pictures of condition, or onsite inspection of cylinder heads
Must have a minimum of 4-cylinder heads available
Must have a minimum of 8 valves available (4-exhaust and 4- intake)
Cylinder head must be this part number only 1A-1793 this is an Enterprise part number
Valves must be this part number only R-1607 (note this is the same valve for both exhaust and intake)
Need to include air starter rocker arm for cylinder heads with the starter located in the 12:00 clock position. Part number 1A1560, must be complete. (bearings push rod adjusting bolt with lock nut, roller and pin)
Pricing to include gasket set (4 sets of gaskets) part # 97367 and of the lapping of the valves, and shipping.

Description	Total Project Bid Price in Words:	Total Project Bid Price in Numerals:
CYLINDER HEAD ASSY AS DESCR ABOVE	TWENTY SIX THOUSAND DOLLARS EACH <hr/> ONE HUNDRED FOUR THOUSAND DOLLARS TOTAL	\$ 26,000 ⁰⁰ EACH <hr/> \$ 104,000 ⁰⁰ TOTAL

BID FORM (CONTINUED)

Name of Bidder: STRIEGEL SUPPLY INC

VILLAGE OF GREENPORT ELECTRIC DEPARTMENT
FOR CYLINDER HEADS FOR ENGINE GENERATOR UNITS
ENTERPRISE DIESEL ENGINES

Cylinder heads for Enterprise Diesel Engines Bid will be for 2 different types of engines:

GENERAL DESCRIPTION:

Enterprise V-12-cylinder engine DGSRV-12-4 SN # 70008:

Must be compatible to fit Enterprise DGSRV-12-4 12-cylinder engine.
Must be in acceptable condition, no leaks, cracks, or other defects that would make the cylinder unusable.
Must be pressure test for cracks or leaks. May be asked for proof of testing.
Must provide proof of part number, photo of part number stamped on cylinder head
Must provide pictures of condition, or onsite inspection of cylinder heads
Must have a minimum of 4-cylinder heads available
Must have a minimum of 16 valves available (8-exhaust and 8-intake)
Cylinder head must be this part number only 1A-3087 this is an Enterprise part number. This part number includes all the parts for a complete cylinder head ready to be installed. (Valves intake/exhaust, springs ect.)
Pricing to include gasket set (4 sets of gaskets) part # 1A-7757 and of the lapping of the valves, and shipping.

Description	Total Project Bid Price in Words:	Total Project Bid Price in Numerals:
<p>CYLINDER HEAD ASSY AS DESCRIBED ABOVE PLUS 4 GASKET SETS</p>	<p>TWENTY TWO THOUSAND DOLLARS</p>	<p>\$ 22,000 ⁰⁰</p>