



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

February 16, 2023 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 2023 creating Section 150-51 of the Greenport Village Code creating a six-month moratorium on development in the WC Waterfront Commercial, CR Retail Commercial and CG General zoning districts of the Village of Greenport remains open.

MAYOR AND VILLAGE BOARD OF TRUSTEES

PUBLIC TO ADDRESS THE BOARD



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STEPHEN GAFFGA
EXT. 213

Submitted: February 9, 2023
Meeting: February 16, 2023 7:00 PM
Work Session Meeting
To: Mayor George W. Hubbard, Jr.
Board of Trustees
Prepared By: Jeanmarie Oddon, *Deputy Clerk*
From: Jeanmarie Oddon, *Deputy Clerk*
Department: Village Clerk Department

Fire Department February 2023 Work Session Report

Attachments:

Fire Dept February 2023 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



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311 THIRD STREET · P.O. BOX 58
GREENPORT, NY 11944
Email: gdfire@optonline.net
www.greenportfd.org

Meeting of the Board of Wardens

WEDNESDAY January 18, 2023

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 Craig Jobes of Eagle Hose Co. #1

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

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: Warden Scott Hollid of Standard Hose Co. #4

THOSE WISHING TO ADDRESS THE BOARD –

1. Helen Reiss had three things she wanted to bring up, but after discussion it was mentioned that the Chiefs were going to bring up her concerns at the meeting anyway.
2. Mary Bess Phillips asked if the issue of the same people always responding to the rescue calls was going to be brought up. She said that members were complaining to particular Board members. She wanted to make the Wardens aware that they are going to trustees when it should be brought here to the Wardens instead. The Wardens agreed that the members should be going to the Chiefs/Board of Wardens first with any concerns/complaints and should not be going directly to Village Board Members.
3. Chief Manwaring welcomed Craig Jobes who would be taking over for Joseph Milovich until someone else from Eagle Hose is elected.

READING OF THE PREVIOUS MINUTES

Motion made by Wayne Miller, seconded by Clifford Harris, to approve the minutes of the December 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 C. Harris, seconded by W. Miller, to accept the report and approve purchases. Motion Carried.

COMPANY OFFICERS' MEETING MINUTES- No Report.

TREASURER'S REPORT

The Treasurer's report for the period of December 22, 2022 through January 19, 2023 was read by Secretary/Treasurer Alain de Kerillis. Motion made by R. Corwin, seconded by C.Harris, to accept the treasurer's report as read. Motion carried. (report attached)

1. Wayne Miller mentioned that it looks like there is a lot of stuff that we could get reimbursement for. 1st Asst. Chief de Kerillis reported that he is working on reimbursements. W. Miller asked if there were receipts for

everything and 1st Asst. Chief de Kerillis said that there were not receipts for anything prior to the report.

BILLS- None

COMMUNICATIONS

1. Fire Chief's Council Scholarship Seminar, March 24, 2023 at SCCC.
2. Suffolk County Fire Fighter's Association "Operational Consideration For Fire Involving Lithium Batteries" May 13, 2023 at Selden FD.
3. \$500 Donation from Atlas Sales Realty.
4. 2023 Long Island Metro Fire/ EMS Expo - Nassau Coliseum, Feb 3-5th 2023
5. Bright Water Rescue hiring a paramedic.
6. Mike Richter submitted resignation letter as administrative assistant.

Motion by John Grilli, seconded by Robert Corwin, to file and/or forward all communications and deposit donation check, Motion carried.

APPLICATIONS FOR MEMBERSHIP-

1. Jessica Swetland transfer to Relief Hose from Rescue.
2. Janet Yagel- Rescue only
3. Katherine Celic- Rescue only.

Motion made by A. Volinski III, seconded by C. Harris to accept applications for membership. Motion Carried.

REPORTS OF COMMITTEES

Buildings and Grounds

1. Cliff Harris reported that he met with the engineer/architect and he is just waiting to see what they come up with. He is going to show him a couple of different options.
2. Robert Corwin asked what the status is on the phone system. C. Harris said that he is meeting with him tomorrow.

Bylaws-No Report.

Finance- No Report.

Fire District – No Report.

Pre-Incident Planning- No Report.

Service Awards- No Report.

Recruitment- No Report.

Casualty Fund- No Report.

Funeral – No Report.

Communications

1. C. Harris reported that the switchgear was ordered.
2. R. Corwin mentioned how there has been no 6 o'clock tones/siren. First it locked the siren up and then it went off every 30 minutes so it was disconnected. LI Telecom looked at it and the system is from the 80s and everything in there is obsolete. We are going to have to come up with a proposal to do the siren control. He also said that he had to relook at the proposals to go from low band to high band paging. The one proposal already had radios included (one at tower site and one here) in the proposal, the LI Telecom one did not. He rewrote the proposal to add a radio and it will be an additional \$3,700 so now it's going to be \$7,000 and change, but the total is still lower than the other proposal. He mentioned he thinks we should draft a letter to Sergeant Haas to do a 6 o'clock 19 for us every night until we are able to get the siren back. Mary Bess Phillips mentioned that the Chief should bring up at the Board meeting that the siren will be coming back since people have been used to not hearing it.

Motion made by W. Miller, seconded by C. Harris to approve the extra money for the project. Motion Carried.

Trips & Travel- No Report.

COMPANY REQUESTS

Eagle Hose Co. #1- Budget items, Service on the truck, take wire from low band to high band since the high band is used most of the time. Chief de Kerillis will have them look at it and get a quote on Friday.

Relief Hose Co. #2- 4 port fast charger for Dewalt batteries, Dewalt battery operated leaf blower, start truck committee up, talk to grant company about grant for fire truck.

Star Hose Co. #3- Budget items.

Standard Hose Co. #4- Budget items.

Phenix Hook & Ladder Co. #1- Budget items, request for Executive Session.

Rescue Squad- Budget items.

Fire Police- Budget items.

Water Rescue- Budget items.

UNFINISHED BUSINESS –

1. W. Miller asked what the status of the Chiefs vehicle is. Chief Manwaring reported that Prokop is still looking at it. He also said he only got the unofficial bid.
2. Mary Bess Phillip said that the roof bid is also being reviewed.

REPORTS OF DELEGATES- No Report.

NEW BUSINESS- No Report.

GOOD OF THE DEPARTMENT

1. Chief Manwaring reported that Sylvia talked to Bob Syron about members using the Peconic Landing gym. It will be open to members M-F 6AM-9AM and 4PM-9PM and Sat and Sun from 6AM-9AM. There will be a waiver and log in sheet. If you use the pool there must be someone with you on the deck. Motion made by C. Harris, seconded by P. Brennan to accept, Motion carried.

2. R. Corwin mentioned that the Fire District sign on 48 at the Southold District line is missing. Someone hit a pole a while back and it hasn't been replaced since then. He also said we will have to check with STPD to see who hit it because they will have to pay for it.
3. A. Volinski III said that the price for Boy State increased from \$475 to \$600 and wanted to make sure we are ok with that. Chief Manwaring said that the finance meeting minutes/purchases were approved and that was in it so yes. A. Volinski III said that he mentioned he didn't want to do it anymore, but he will do it again this year. Everything is in the works.
4. A. Volinski III also mentioned that Thurs night is the clam opening if anyone can help, pass along to your companies. Mary Bess Phillips said that she and Nathan will come over to help.
5. Robert Jester just wanted to mention the amount of work that Mary Bess has been doing for the Marine Rescue Squad, writing letters, contacting people etc. He also wanted to mention Sylvia Pirillo as she has been doing a lot of work as well- making sure paperwork is done correctly and ready to go. Bob McGinness should also be thanked for making the web page, you can even see who visits and shares the page etc. Mary Bess Phillips mentioned that she reached out to Safe Harbor and they offered a free berth. R. Jester said the Warden's should keep encouraging members to share this as it is a major responsibility to show that the community supports this. A. Volinski III said that he read the bylaws and he said how it's stated as Greenport Marine Fire & Rescue Squad he doesn't know if it would be a controversy since we already have a rescue squad. W. Miller said that there shouldn't be any issues it's a Marine Rescue Squad. A. Volinski also mentioned that if someone wants to become a member they will need to do minimal training, but it does not state what the training is. He just suggests that maybe that should be added.

EXECUTIVE SESSION

Motion made by A. Volinski, seconded by Clifford Harris, to adjourn to an executive session to discuss personnel matters. Motion Carried. Adjourned to executive session at 7:53pm.

Upon returning from executive session, a motion made by R. Jester, seconded by W. Miller, to resume with the regular meeting. Motion Carried. Regular meeting resumed at 8:45 pm.

6. Motion made by B. Purcell, seconded by C. Johnson to send Coram FD a letter of good standing for Ryan Purcell. Motion Carried.

READING OF THE MINUTES

Motion by Clifford Harris, seconded by Robert Corwin, to dispense with the reading of the minutes of tonight's meeting. Motion carried.

ADJOURMENT

Motion by C. Harris, seconded by R. Corwin, to adjourn. Motion carried. The meeting was adjourned at 8:45 pm.

Submitted by,

Rebecca J. McKnight

Recording Secretary

GREENPORT FD FEBRUARY 2023

DUTY COMPANIES 8-3-2 & 8-3-3 FIRST-DUE ON SIGNAL 24s = 8-3-3

OFFICE 631.477.1943 gfdfire@optonline.net
 FAX 631.477.4012 gfdsec@optonline.net

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 Marine Fire/Rescue 7pm	2 E V Blanket demo Sta #1 7pm	3 Fire Expo Nassau Coliseum	4 Fire Expo Nassau Coliseum	
5 Officers/Wardens Mtg. Sta #1 10am Fire Expo Nassau Coliseum	6 RELIEF HOSE mtg STANDARD HOSE mtg	7 EAGLE HOSE mtg	8 PHENIX H&L mtg	9 Dept Training Electric Vehicles Sta #1 7pm	10	11
12 Boy Scout Breakfast Sta #1 8am-12noon	13 STAR HOSE mtg	14 RESCUE SQUAD mtg 7PM FINANCE COMM. mtg 7:30PM	15 WARDENS mtg 7am	16	17	18 <u>PARADE</u> <u>1 PM</u>
19	20 Dept. Physicals	21 Fire Police mtg. Sta. #1 6pm	22 Dept. Physicals	23	24	25
26	27 DEFENSIVE DRIVING Sta. #1 6-9pm	28 DEFENSIVE DRIVING Sta. #1 6-9pm	Chief Wayne 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 !

Thursday, March 9

Department Training – Search - Sta #1 7pm

Wednesday, March 15

Wardens Meeting, Sta #1 7pm

Physicals - Monday, March 20 & Wednesday, March 22
sign in sheet posted at Sta #1

Monday, March 27 & Wednesday, March 29

Defensive Driving Class Sta #1 6-9pm

Tuesday, March 28

Annual Department Meeting Sta #1 7:30pm

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1ST ASST. CHIEF ALAIN DEKERILLIS
2ND ASST. CHIEF CRAIG JOHNSON
CHAPLAIN FRANK MUSTO
ASST. CHAPLAIN CLAUDE KUMJIAN
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Greenport Fire Department Monthly Report January, 2023

Number of calls this month: 65

Number of calls to date: 65

Breakdown of calls by signal numbers:

9 (stand/by) 0

12 (brush fire) 0

13 (automatic alarm, smoke, etc.) 11

13-35 (working structure fire) 0

14 (vehicle fire) 0

16 (ambulance/rescue) 50

16-23 (MVA, water rescue, misc.) 1

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 27

Within the East/West Fire Protection District 38

Other (mutual aid) 0

Prepared by: James Kalin, Secretary 02/02/2023

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	pts	st/by	mtgs	misc	train	drill	pos(dis)	points	phys	haz	bb	wp/sh	yap			
Corazzini, Jeffrey		0	0	0	3	6	0	0	0	0	0	0	0	0	0	0	0	0						
Corazzini, Warren		1	6.7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0						
Corwin, Everett		2	13	25	11	22	25	25	25	0	2	0	4	0	0	56		X	X	X				
Corwin, Norma		7	47	25	21	42	25	25	25	0	1	0	5	0	0	56		X	X	X				
Corwin, Robert E.	C,D,ID,W	9	60	25	29	58	25	25	25	0	2	0	5	0	6	63		X	X	X				
Corwin, Robert J.		2	13	25	5	10	25	25	25	0	2	0	4	0	0	56		X	X	X				
Corwin, Scott		5	33	25	0	0	0	0	0	0	7	1	2	0	0	35	X							
Costas, Tom		3	20	25	0	0	0	0	0	0	2	0	4	0	0	31		X	X	X				
Creedon, Daniel	S	13	87	25	42	84	25	25	25	0	1	0	5	0	1.25	57.25		X	X	X				
Creighton, Ryan		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0								
De Kerillis, Alain	CH,S,T	7	47	25	21	42	25	25	25	0	3	0	1	0	8.75	62.75								
DelGaudio, Malysa		0	0	0	3	6	0	0	0	0	0	0	4	0	0	4		X	X	X				
Detrick, Gary		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0								
Diaz, Juan		0	0	0	0	0	0	0	0	0	0	0	4	0	0	4								
Diaz, Nicolas		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0								
Edwards, Alson		3	20	25	1	2	0	0	0	0	1	0	4	0	0	30		X	X	X				
Ellis, Scott		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0								
Ferguson, Peter		0	0	0	0	0	0	0	0	0	0	0	4	0	0	5		X	X	X				
Ficurilli, Michael		4	27	25	0	0	0	0	0	0	1	0	0	0	0	26								
Flora, Michael		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0								
Fogarty, Jonathan	T	1	6.7	0	0	0	0	0	0	0	1	0	4	0	1.25	6.25		X	X	X				
Garcia-Dinizio, Gloria		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0								

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				
Grattan, Timothy		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0								
Gray, Enya		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0								
Gray, Sally Anne	L	2	13	25	3	6	0	0	0	1	0	0	0	1.25	27.25									
Grilli, Jennifer	L	0	0	0	0	0	0	0	0	1	0	4	0	1.25	6.25		X	X	X					
Grilli, John	W	0	0	0	0	0	0	0	0	1	0	4	0	2	7		X	X	X					
Hamilton Jr., Robert	D	4	27	25	3	6	0	0	0	0	0	1	0	0.75	26.75									
Hanold, Christopher	C,T	0	0	0	0	0	0	0	0	1	0	0	0	3.25	4.25									
Hanold, Christopher, Jr.		0	0	0	0	0	0	0	0	1	0	0	0	0	1									
Harris, Cliff	C,W	1	6.7	0	0	0	0	0	0	2	0	4	0	4	10		X	X	X					
Harris, Peter	L,T,D	10	67	25	0	0	0	0	0	0	0	5	0	3.25	33.25		X	X	X					
Harvey, Russell		1	6.7	0	0	0	0	0	0	1	0	4	0	0	5		X	X	X					
Hollid, Scott	W	2	13	25	0	0	0	0	0	0	0	0	0	2	27									
Holmes, Joseph		0	0	0	0	0	0	0	0	1	0	4	0	0	5		X	X	X					
Hubbard Jr, George		2	13	25	0	0	0	0	0	1	0	4	0	0	30		X	X	X					
Hughes, Colleen	S	1	6.7	0	6	12	25	25	0	0	0	0	0	1.25	26.25									
Huzsek, Andrew H		7	47	25	1	2	0	0	0	1	0	4	0	0	30		X	X	X					
Hydell, Carol	C,S	0	0	0	0	0	0	0	0	1	0	0	0	3.25	4.25									
Hydell, Charles		0	0	0	0	0	0	0	0	0	0	0	0	0	0									
Hydell, Charles, Jr.		0	0	0	0	0	0	0	0	0	0	0	0	0	0									
Jensen, Warren		6	40	25	0	0	0	0	0	2	0	5	0	0	32		X	X	X					
Jester, Robert	W	2	13	25	0	0	0	0	0	4	0	5	0	2	36		X	X	X					
Jimenez, Susano		0	0	0	0	0	0	0	0	1	1	5	0	0	7		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(dfs)	points	phys	haz	bb	wp/sh	yap					
8	Jobs, Craig	10	67	25	25	50	25	0	4	0	5	0	3.25	59.25		X	X					X		
9	Johnson, Craig	8	53	25	16	32	25	0	2	0	0	0	6.25	58.25										
0	Kalin, James	13	87	25	43	86	25	0	0	0	4	0	0	54		X	X					X		
1	King, Kendra	0	0	0	0	0	0	0	0	0	0	0	0	0										
2	Luke, Alexander	6	40	25	2	4	0	0	1	0	0	0	0	26										
3	Mantzopoulos, John	0	0	0	0	0	0	0	1	0	0	0	0	1										
4	Manwaring, Julia	4	27	25	6	12	25	0	2	0	5	0	0	57		X	X					X		
5	Manwaring, Wayde	10	67	25	12	24	25	0	4	0	5	0	6.25	65.25		X	X					X		
6	Marczewski, Macy	0	0	0	0	0	0	0	1	0	0	0	0	1										
7	Martocchia, Jerome	4	27	25	1	2	0	0	4	0	4	0	0	33		X	X					X		
8	Miller, Wayne	2	13	25	0	0	0	0	0	0	4	0	2	31		X	X					X		
9	Milovich Jr., Joseph	6	40	25	0	0	0	0	1	0	4	0	0	30		X	X					X		
0	Musto, Francis	6	40	25	15	30	25	0	3	1	6	0	2.5	62.5		X	X					X		
1	Mysliborski, Linda	0	0	0	0	0	0	0	0	0	0	0	0	0										
2	Narkiewicz, Piotr	3	20	25	19	38	25	0	2	0	0	0	0	52										
3	Nedoszytko, William	0	0	0	0	0	0	0	1	0	4	0	1.25	6.25		X	X					X		
4	Nyce, David	6	40	25	8	16	25	0	3	0	2	0	2	57										
5	O'Brien, Michael	2	13	25	0	0	0	0	1	0	0	0	0	26										
6	Pal-Singh, Vijay	0	0	0	0	0	0	0	0	0	0	0	0	0										
7	Petrignano, Victor	0	0	0	0	0	0	0	0	0	0	0	0	0										
8	Piel, Jeffrey	0	0	0	0	0	0	0	1	0	0	0	0	1										
9	Pirillo, James A.	7	47	25	0	0	0	0	2	0	5	0	0	32		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(dis)	points	phys	haz	bb	wp/sh	yap			
Pope, George		2	13	25	3	6	0	0	0	0	3	0	4	0	0	32		X	X	X				
Purcell, Bernard	W	15	100	25	49	98	25	0	25	0	5	0	5	0	2	62		X	X	X				
Quillin, Michael	D	2	13	25	0	0	0	0	0	0	1	0	0	0	0.75	26.75								
Raynor, Dale	L	4	27	25	6	12	25	25	25	0	1	0	0	0	1.25	52.25								
Reed, Michael		0	0	0	2	4	0	0	0	0	0	0	4	0	0	4		X	X	X				
Reed, Taylor	L	7	47	25	15	30	25	25	25	0	1	0	5	0	1.25	57.25		X	X	X				
Reiss, Helen	(C)	0	0	0	5	10	25	25	25	0	1	0	4	0	0	30		X	X	X				
Rempe Jr, Fred		2	13	25	2	4	0	0	0	0	0	0	4	0	0	29		X	X	X				
Richter, Michael	T,T	0	0	0	2	4	0	0	0	0	2	0	0	0	2.5	4.5								
Robins, William		0	0	0	0	0	0	0	0	0	1	0	4	0	0	5		X	X	X				
Rosa, Lisa		2	13	25	0	0	0	0	0	0	1	0	4	0	0	30		X	X	X				
Ruffner, William		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0								
Rung, Rosalie		1	6.7	0	11	22	25	25	25	0	0	0	0	0	0	25								
Rutkowski, Stephen	L,D	12	80	25	30	60	25	25	25	0	3	1	5	0	2	61		X	X	X				
Skrezec, John		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0								
Spanos, James		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0								
Staples, Halsey		7	47	25	15	30	25	25	25	0	1	0	4	0	0	55		X	X	X				
Stoner, Gary		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0								
Strickland, Samuel	L,D	4	27	25	11	22	25	25	25	0	2	0	4	0	2	58		X	X	X				
Swetland, Jessica		1	6.7	0	3	6	0	0	0	0	2	0	0	0	0	2								
Tamin, John		2	13	25	7	14	25	25	25	0	1	1	5	0	0	57		X	X	X				
Tejada, Yira		0	0	0	0	0	0	0	0	0	0	0	4	0	0	4		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	misc	train	drill	pos(dis)	points	phys	haz	bb	wp/sh	yap						
12	Thorp, Thomas	L	0	0	0	0	0	0	0	0	0	0	0	0	0	1.25	1.25							
13	Toussaint, Gabrielle		0	0	0	2	4	0	0	0	0	0	0	0	0									
14	Trapani, Heather		0	0	0	0	0	0	0	0	0	0	0	0	0									
15	Vandenburgh, Richard		0	0	0	0	0	0	0	4	0	0	4	0	0						X	X	X	
16	VanEffen, George	D	5	33	0	25	0	0	0	4	0	0.75	31.75		X	X	X							
17	Verity, Michael		0	0	0	0	0	0	0	0	0	0	0	0										
18	Verley, Joseph, Jr.		0	0	0	0	0	0	0	0	0	0	0	0										
19	Volinski, Antone, III	W	6	40	17	34	25	0	3	4	0	2	59		X	X	X							
20	Volinski, Darryl		0	0	4	8	0	0	0	4	0	0	4		X	X	X							
21	Walters, Joseph		0	0	0	0	0	0	1	0	0	0	5		X	X	X							
22	Zaymayar, Elias	L	6	40	3	6	25	0	1	6	0	1.25	34.25	X	X	X	X							
3	Zurek, Gregory		3	20	0	0	25	0	1	0	0	0	26											
4	Zurek Jr, Stanley		1	6.7	0	0	0	0	6	0	0	0	6											
5																								



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Submitted: February 9, 2023
Meeting: February 16, 2023 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

February 16, 2022

Administrator's Office

Statistics

Work Orders:

Electric = 61 Written, 61 Completed

Water = 06 Written, 06 Completed

Sewer = 42 Written, 42 Completed

Road = 51 Written, 51 Completed

Reports

- ❖ DOH-360: This is a monthly report for bacteriological presence and residual chlorine levels, it was sent on 1-06-2023. 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 1-06-2023.

Discussion

- Microgrid Project Status
- Ferry Queue Project Status

Resolutions

Trustee Reminders Awaiting information/comments

- Infrastructure project ideas for potential federal grant monies

Road/Water Department

Statistics

Water Distribution:

4,820,000 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 = 0.52 mg/L

Third Street Firehouse - Kitchen Sink

Total Coliform = Absent

E Coli = Absent

Residual Chlorine = 0.54 mg/L

The form, DOH-360, was filed with the DOH on January 6, 2023, with the above results.

Report

Tasks Accomplished:

- ❖ Did all normal highway tasks.
- ❖ Performed water machine maintenance.
- ❖ Assisted light plant with holiday decorations.
- ❖ Cleaned sand and debris on 5th street beach.
- ❖ Brought the CAT to North Fork Welding for repairs.
- ❖ Ongoing collection of Christmas trees and bringing them to Orient State Park.
- ❖ Brought donated bus from Greenport High School to Greenport Firehouse.
- ❖ Removed structures from Monsell trail.
- ❖ Removed 40 yards of street sweeping debris.
- ❖ Patched throughout the Village.
- ❖ Ongoing coverage of Sunday garbage collection.
- ❖ Repair sink hole on 4th Street and Clark Street.
- ❖ Cleaned parking lots of debris.
- ❖ Received parts from HO Penn for CAT.
- ❖ Removed garbage from 5th street beach.
- ❖ Replaced damaged flags throughout the Village.
- ❖ Brought F250 to Port Auto to get repaired.

Sewer Department

Flow and Sampling:

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

Total plant flow for the month of January = 10,001,000 Gallons

Average Daily Flow = .323 (MGD) Permit Limit = .650 MGD

Total Suspended Solids percent removal (TSS) = 94% Permit Limit = 75%

CBOD percent removal = 98% Permit Limit = 75%

Coliform Fecal General = <1.9 MPN. Permit limit 200 MPN/100

Coliform Total General = 7 MPN. Permit limit 700 MPN/100

Total Nitrogen = 7.8 LBS/day

Sludge Removal:

56,000 Gallons of sludge hauled in January

Report

Treatment Plant:

Fixed leaking water line in Polymer room

SCDH Inspection

Cleaned out auger on Huber headworks screen

DEC Inspection

Collection System:

Responded to report of sewer backup on 5th St. - no issue

Responded to report of sewer backup at 279 2nd St. - no issue

Measured depth of manholes on Johnson Ct. & Webb St. for Homes for Humanity

Backflushed pumps at 6th St. Station

Jet-rodded line at intersection of 1st & South St.

Eastern Environmental cleaned out manhole/jet-rodded Johnson Ct. line & cleaned out wet well at Central pump station

Electric Department

Statistics

Monthly Power Usage:

Maximum usage day = January 15 @ 99.281 Mwh

Minimum usage day = January 1 @ 77.755 Mwh

Peak demand for the month = 4.984 MW January 14 5:45 pm

Monthly total usage = 2,734.397 Mwh

Service calls/call outs =11

Street light repairs = 13

Customers shut off for nonpayment = 11

Customers turned on for payment = 11

Customers turned on for the season = 0

New Services = 2 and 1 upgrade

Tasks Accomplished:

- ❖ Removed holiday lights, ships, and tree from park.
- ❖ New underground service at 221 Center St.; installed two meters.
- ❖ New OH service at 417 West St.
- ❖ Several shut offs for non-payment, all were turned back on.
- ❖ Repaired/replaced several streetlights throughout the Village.
- ❖ Responded to no power calls, due to cutout failing (broken), and winter rainstorm with lightning.
- ❖ Responded to flickering light calls due to bad connections.
- ❖ Responded to wire down calls, mostly phone or cable.
- ❖ Verizon and Optimum continue to transfer to the new poles, removing old ones as transfers are completed.
- ❖ Blow down all three engines.
- ❖ Replaced a smoke detectors in the plant, worked with alarm company to service one control panel.
- ❖ Put up banners for ELIH.
- ❖ Set up metering equipment for the school's new electrical service.
- ❖ Removed poles that were not being used.

- ❖ Responded to a pole broken by a truck that hit a messenger cable, pole was removed and other impacted poles were straightened back up.
- ❖ General shop and yard clean-up.

Attachments:

Greenport Meter 1-2023 (PDF)

Total Usage: 2,734,397.0000 KWH

Peak Demand: 4,984.00 KW

Occured On: Jan 14 2023 17:45

Load Factor: 75.09%

Date Start: Sunday, January 1, 2023

Date End: Tuesday, January 31, 2023

Period Ending	KWH
1/1/2023	77,755.00
1/2/2023	84,378.00
1/3/2023	83,209.00
1/4/2023	77,964.00
1/5/2023	83,125.00
1/6/2023	88,782.00
1/7/2023	87,765.00
1/8/2023	93,844.00
1/9/2023	93,115.00
1/10/2023	92,740.00
1/11/2023	92,795.00
1/12/2023	90,406.00
1/13/2023	82,516.00
1/14/2023	97,544.00
1/15/2023	99,281.00
1/16/2023	98,340.00
1/17/2023	92,302.00
1/18/2023	84,550.00
1/19/2023	90,412.00
1/20/2023	91,308.00
1/21/2023	95,130.00
1/22/2023	93,110.00
1/23/2023	94,691.00
1/24/2023	94,125.00
1/25/2023	94,915.00
1/26/2023	86,581.00
1/27/2023	93,221.00
1/28/2023	89,377.00
1/29/2023	84,507.00
1/30/2023	82,185.00
1/31/2023	94,424.00



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Submitted: February 9, 2023
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To: Mayor George W. Hubbard, Jr.
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Prepared By: Paul Pallas, P.E. Village Administrator
From: Paul Pallas, P.E. Village Administrator
Department: Village Administrator

Building

Work Session Report for Building Department & Enforcement

February 16, 2023

Office of Code Enforcement & Fire Prevention

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.
- ❖ Carousel Committee February 7, 2023
- ❖ Tree Committee February 14, 2023
- ❖ Historic Preservation Commission February 15, 2023
- ❖ Board of Trustees Work Session February 16, 2023
- ❖ Village Hall Closed / Presidents Day February 20, 2023
- ❖ Zoning Board Regular Session February 21, 2023

- ❖ **Combined Planning Board Work Session and Regular Session February 22, 2023**
- ❖ **Board of Trustees Regular Session February 23, 2023**
- ❖ **Housing Authority Meeting February 28, 2023**
- ❖ **Mayoral Election Debate February 28, 2023**

NOTES & TIPS:

Please ensure you pay attention to parking regulations when parking.

Code Enforcement Report is attached.

Building Permit Report is attached.

Attachments:

January 2023 Building CO Report (PDF)

January 2023 Building Report (PDF)

January 2023 CODE (PDF)



Village of Greenport Building Department

Monthly Report CERTIFICATE OF OCCUPANCY 1/1/2023 - 2/1/2023

WORK TYPE	PERMIT NO.	PERMIT DATE	PARCEL ID	LEGAL ADDRESS	CO ISSUED
Certificate of Occupancy	02880	9/10/2021	1001-6.-3-5	429 Sixth Street Greenport NY 11944	1/4/2023
Certificate of Occupancy	02573	5/27/2016	1001-6.-3-5	Sixth Street Greenport NY 11944	1/4/2023
Certificate of Occupancy	02846	12/16/2020	1001-4.-4-27	512 Front Street Greenport NY 11944	1/26/2023



Village of Greenport Building Department

January 1, 2023
February 1, 2023

Monthly Report REPORT COVERING 1/1/2022 through 2/1/2023

PERMIT TYPE	PERMIT NO.	PERMIT DATE	PARCEL ID	LEGAL ADDRESS	STATUS
Alteration & Renovations	02952	1/11/2023	1001-2.-6-49.4	621 Main Street Greenport NY 11944	Open
Alteration & Renovations	02953	1/11/2023	1001-6.-3-10	446 Sixth Street Greenport NY 11944	Open
Renovations	02954	1/11/2023	1001-7.-3-12	217 Fourth Street Greenport NY 11944	Open
Roof Replacement	02955	1/13/2023	1001-2.-5-33.7	727 First Street Greenport NY 11944	Open
Renovations Accessory Structure	02956	12/29/2022	1001-4.-8-3	238 Fifth Avenue Greenport NY 11944	Open
Renovations Accessory Structure	02957	1/26/2023	1001-2.-5-27	118 Broad Street Greenport NY 11944	Open
Renovations Accessory Structure	02958	1/26/2023	1001-2.-5-38	717 Main Street Greenport NY 11944	Open



Village of Greenport Enforcement Report

CODE ENFORCEMENT & FIRE PREVENTION

January 1, 2023 -
February 1, 2023

Monthly Report REPORT COVERING

Incorporated Village

224 North Street Greenport NY 11944	1/3/2023	Dangerous Conditions	Code Enforcement has issued notice.
224 North Street Greenport NY 11944	1/6/2023	Rodent Infestation	Code Enforcement has issued notice.
Village Highway Dept	1/31/23	Building in Disrepair	Repairs have been made

RENTAL PERMIT INFORMATION

INFORMATION

*The following statistics represent the status of rental permits and rental permit violations from
January 1, 2023 – February 1, 2023*

New Applications/Renewal Applications Received: 0

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

Applications Pending Inspection: 75

Applications Pending Re-Inspection 1

Completed/Permits Issued: 2

Applications Completed/Permits Issued: 292



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STEPHEN GAFFGA
EXT. 213

Submitted: February 9, 2023
Meeting: February 16, 2023 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

Recreation

Work Session Report Recreation Department

February 16, 2023

Mitchell Park Marina/Parks

- ❖ Bids are being collected in preparation for the funding of Railroad Dock and Mooring repairs for this spring.
- ❖ Pump out vessel is receiving new hydraulic trim and electrical work.
- ❖ Patrol boat is receiving repairs to its T top canvas.
- ❖ The Carousel continues on the winter schedule, 11:00 am - 5:00 pm on weekends and school holidays.
- ❖ The ice rink has been fully operational and turn key ready to go awaiting conducive temperatures. A new floor and/or cover is suggested in the future due to changes in our climate.
- ❖ Dockwa reservations have been coming in with numerous rendezvous and mega yachts planned for this season.
- ❖ CVAP grant is almost completed and will be submitted to the state for reimbursement of pump out operation costs.

Monthly Revenue Reports are attached.

Recreation Center

Statistics

Attendance:

After School Program=13 Children Enrolled

Reports

- ❖ The After-Care Program is going very well.
- ❖ The children continue to enjoy the weekly literacy program. They continue to work on their creative writing and reading skills.
- ❖ The recreation center sanitized daily.
- ❖ The Summer Day Camp application for the 2023 season has been completed.
- ❖ Camp applications have already been submitted for this year.

Campground

Tasks Accomplished

- ❖ McCann's Campground is closed for the season.
- ❖ All seasonal campsites have been reserved for the 2023 season. All other reservations continue to be taken.

Attachments:

RECREATION MONTHLY REVENUE REPORT JANUARY 2023 (PDF)



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EXT. 213

Submitted: February 7, 2023
Meeting: February 16, 2023 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

FEBRUARY 2023 INTERIM TREASURER REPORT

REQUEST A MOTION BE PLACED ON THE AGENDA FOR:

RESOLUTION authorizing Interim Treasurer Gaffga to perform attached Budget Amendment # 5149 to appropriate General Fund Reserves for the purchase of a small compact general multipurpose vehicle per VBR 07-2021-04, and directing that Budget Amendment # 5149 be included as part of the formal meeting minutes of the February 23, 2023 Regular Meeting of the Board of Trustees.

RESOLUTION authorizing Interim Treasurer Gaffga to perform attached Budget Amendment # 5150 to appropriate Electric, Water, and Sewer Fund Reserves for the purchase of a small compact meter reading vehicle per VBR 07-2021-04, and directing that Budget Amendment # 5150 be included as part of the formal meeting minutes of the February 23, 2023 Regular Meeting of the Board of Trustees.

RESOLUTION authorizing Interim Treasurer Gaffga to perform attached Budget Amendment # 5151 to appropriate General Fund reserves to fund the repairs of the Village Patrol and Pumpout Boats, and directing that Budget Amendment # 5151 be included as part of the formal meeting minutes of the February 23, 2023 Regular Meeting of the Board of Trustees.

RESOLUTION authorizing Interim Treasurer Gaffga to perform attached Budget Amendment # 5152 to appropriate Light Fund reserves to fund the purchase of two Electric Department bucket trucks , and directing that Budget Amendment # 5152 be included as part of the formal meeting minutes of the February 23, 2023 Regular Meeting of the Board of Trustees.

RESOLUTION authorizing Interim Treasurer Gaffga to perform attached Budget Amendment # 5153 to appropriate General Fund reserves to fund the removal of the east pier splashboard completed in June 2022, and directing that Budget Amendment # 5153 be included as part of the formal meeting minutes of the February 23, 2023 Regular Meeting of the Board of Trustees.

RESOLUTION authorizing Interim Treasurer Gaffga to perform attached Budget Amendment # 5154 to appropriate General Fund reserves to fund the replacement of 10 moorings, and directing that Budget Amendment # 5154 be included as part of the formal meeting minutes of the February 23, 2023 Regular Meeting of the Board of Trustees.

RESOLUTION authorizing Interim Treasurer Gaffga to perform attached Budget Amendment # 5155 to appropriate Sewer Fund reserves to fund the purchase of a replacement pump for nursing home pump station, and directing that Budget Amendment # 5155 be included as part of the formal meeting minutes of the February 23, 2023 Regular Meeting of the Board of Trustees.

RESOLUTION authorizing Interim Treasurer Gaffga to make an additional contribution in the amount of \$31,566.00 to the Volunteer Firefighter Length of Service Award Program for the Village of Greenport Fire Department.

RESOLUTION approving the attached Order Form and Software Services Agreement Renewal Contract between the Village of Greenport and The Wanderlust Group, Inc. for the continuation of the provision of on-line reservation services through the DOCKWA system for the Mitchell Park Marina, and authorizing Mayor Hubbard to sign the Software Services Agreement.

UTILITY BILLING

Sector 4 completed. End of month statistics for January finished.

Sector one read, to be billed by 2/8/23. Sector two currently being read, to be completed by 2/10/23.

Sector 3 red tags due 02/22/23

COMMUNITY DEVELOPMENT/ HOUSING AUTHORITY

9 recertifications and 1 interim were performed for January 2023

On 1/17/2023, 3 informal hearings were performed to determine the end of participation for 3 current voucher holders due to their failure to follow their obligations as participants of the VGHA Section 8 program.

SIGNIFICANT COLLECTIONS

Rents for January 2023 - \$ 91,638.36

Property Tax Collected through December 2022 - \$ 960,447.23

SIGNIFICANT PAYMENTS

Serial Bond Interest Payment 2012 Refunding- \$3,300.00

Serial Bond Interest Payment 2017 -\$5,228.13

Serial Bond Interest Payment 2018- \$10,343.75

INFORMATIONAL:

Cash Holdings Report - See attached

Utility Billing Statistics Report - See attached

Attachments:

BANK BALANCE SHEET JANUARY 2023 (PDF)

BILLING STATISTICS JANUARY 2023 (PDF)

PROPERTY TAX COLLECTED THROUGH 01-31-23 (PDF)

HA FINANCIALS JANUARY 2023(PDF)

CD FINANCIALS JANUARY 2023(PDF)

BUDGET AMENDMENT 5149 (PDF)

BUDGET AMENDMENT 5150 (PDF)

BUDGET AMENDMENT 5151 (PDF)

BUDGET AMENDMENT 5152 (PDF)

BUDGET AMENDMENT 5153 (PDF)

DOCKWA CONTRACT (PDF)

BUDGET AMENDMENT 5154 (PDF)

BUDGET AMENDMENT 5155 (PDF)

**BANK ACCOUNT BALANCES
FOR THE MONTH OF JANUARY 2023**

FUND	BANK ACCOUNT NAME	G/L ACCT#	TYPE	BALANCE	
A	General	A.0200.000	Checking	205,786.49	
A	Repair & Maintenance	A.0200.400	Checking	101,830.59	
A	Greenhill Cemetery	A.0201.100	Savings	33,658.67	
A	Money Market	A.0201.130	Money Market	1,141,022.71	
A	Fire Apparatus	A.0221.110	Savings	684,385.80	
A	Bulding Department Escrow	A.0235.101	Checking	53,747.59	
A	Parks and Recreation	A.0200.200	Checking	37,820.40	
A	General Investment Savings	A.0201.110	Muni Investment Pool	752,399.40	
A	American Recovery Plan	A.0200.415	Checking	-	
			TOTAL GENERAL FUND		\$ 3,010,651.65
CD	Small Cities Rehab.	CD.0200.000	Savings	15,493.56	
CD	NYS CDBG Funds	CD.0200.400	Public Funds Acct	226.21	
			TOTAL COMMUNITY DEVELOPMENT		\$ 15,719.77
E	Light Fund	E.0121.100	Checking	435,517.20	
E	Light Depreciation Savings	E.0116.100	Savings	1,768,898.90	
E	Light Investment Savings	E.0201.110	Muni Investment Pool	702,286.05	
E	TTC Collections	E.0121.120	Savings	173,901.00	
E	Renewable Energy Savings	E.0121.130	Savings	165,003.22	
E	Consumer Deposit Savings	E.0191.100	Savings	122,501.16	
E	Consumer Deposit Checking	E.0244.200	Checking	6,782.31	
			TOTAL LIGHT FUND		\$ 3,374,889.84
F	Water	F.0200.000	Checking	231,791.31	
F	Water Fund Capital	F.0200.400	Savings	8,396.18	
F	Water Investment Savings	F.0201.120	Muni Investment Pool	401,306.32	
F	Water Fund CD (MM)	F.0201.000	Money Market	203,546.15	
F	Water Fund Money Market	F.0201.130	Money Market	386,965.30	
					\$ 1,232,005.26
G	Sewer	G.0200.000	Checking	199,564.96	
G	NYS DEC Consent	G.0201.000	Savings	31,549.52	

G	Sewer Fund I	G.0201.100	Money Market	896,757.22	
G	Sewer Investment Savings	G.0201.110	Muni Investment Pool	200,653.16	
G	NYSEFC	G.0205.000	Checking	185,851.61	
G	Sewer Wastewater	G.0220.110	Savings	12,179.22	
G	NYSERDA	G.0525.000	Checking	111.01	
				TOTAL SEWER FUND	\$ 1,526,666.70
H	Capital	H.0200.000	Checking	307,067.54	
H	Capital Reserve	H.0200.400	Savings	49,789.22	
				TOTAL CAPITAL FUND	\$ 356,856.76
TA	Trust & Agency	TA.0200.000	Checking	25,236.29	
TA	Retirement Savings	TA.0201.000	Savings	49,140.07	
TA	WWI Memorial Trust	TA.0201.001	Savings	731.87	
TA	T & A Special Escrow	TA.0201.002	Savings	6,611.08	
TA	Justice Court	TA.0201.004	Savings	4,798.72	
TA	Global Common	TA.0201.009	Savings	271,848.04	
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	19,167.78	
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	16,331.31	
TA	Mitchell Park Bathrooms Rehab	TA.0200.115	Checking	30,000.00	
TA	Accounts Payable	TA.0202.000	Checking	631,250.22	
				TOTAL TRUST & AGENCY FUND	\$ 1,078,437.11
	Wire Account			175.63	
	Utility Clearing			127,158.75	
					\$ 127,334.38
				TOTAL VILLAGE WIDE	\$ 10,722,561.47

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		523.60				8.80
	9 - Residential (1,1)	1373	0	917376	105,018.73	0			10,424.58	4,330.94		2,870.23
	10 - Water Heating (2, 2)	11	0	1396	109.62	0			15.89	6.59		3.31
	11 - All Electric (3, 3)	348	0	316218	34,990.27	0			3,508.22	1,492.87		992.44
	13 - Demand - Class 3 (5, 5)	5	0	295800	16,535.22	791	9,418.38		3,363.26	1,396.47	591.43	
	14 - Village St. Lighting (6, 6)	5	0	29050.825	3,343.75	0			330.32	137.15		
	15 - Town St Lighting (7, 7)	1	0	1120.195	128.93	0			12.74	5.29		
	19 - Traffic Lights (11, 11)	1	0	1019	108.18	0			11.59	4.81		
	20 - Contract St Lighting (12, 12)	4	0	745.75	0.00	0						
	21 - Sterling Harbor (13, 13)	2	0	1393.375	160.38	0			15.84	6.58	15.77	
	67 - NSF Fee	2	0	0		0		46.67				
Electric Total		1763	0	1564119.145	160,395.08	791	9,418.38	570.27	17,682.44	7,380.70	607.20	3,874.78
Sewer	3 - Sewer -INSIDE Flat Charge	31	0	0	1,633.70	0						
	23 - Sewer - IN VILL 3/4" W/SEWER (14, 14)	895	619	2910.4	49,003.30	0						
	25 - Sewer - IN VILL 1" W/SEWER (15, 15)	30	9	340.6	4,166.84	0						
	27 - Sewer - IN VILL 1 1/2" W/SEWER (16, 16)	13	7	102.6	1,630.95	0						
	29 - Sewer - IN VILL 2" W/SEWER (17, 17)	28	14	154.4	2,381.00	0						
	31 - Sewer - IN VILL 3" W/SEWER (18, 18)	1	1	1.8	42.00	0						
	33 - Sewer - IN VILL 4" W/SEWER (19, 19)	3	1	236.8	3,615.30	0						
	54 - Sewer - OUTSIDE RES SEWER (50, 50)	80	55	811.402	16,536.32	0						
	57 - SPLIT SEWER BILLING (52, 52)	1	0	0	0.00	0						
	62 - O/S DRIFTWOOD COVE 52	1	1	87.516	3,276.00	0						
	63 - O/S DRIFTWOOD COVE 49	1	1	82.8036	3,087.00	0						
	64 - O/S PECONIC LANDING 301	1	1	500	18,963.00	0						
	65 - O/S CLIFFSIDE CONDOS-SEWER	1	1	28	4,410.00	0						
	69 - Sewer NSF	3	0	0		0		81.66				
Sewer Total		1089	710	5255.3216	108,745.41	0		81.66				
Water	5 - Water - Flat Charge	32	0	0	901.50	0						
	22 - RES VILL 3/4" W/SEWER (14, 14)	922	409	3220	24,231.22	0						
	24 - RES VILL 1" W/SEWER (15, 15)	31	3	378	1,851.43	0						
	26 - COMM VILL 1 1/2" W/SEWER (16, 16)	14	10	114	838.89	0						
	28 - COMM VILL 2" W/SEWER (17, 17)	30	22	297	2,054.00	0						
	30 - COMM VILL 3" W/SEWER (18, 18)	1	1	2	44.46	0						
	32 - COMM VILL 4" W/SEWER (19, 19)	3	2	264	1,247.01	0						
	46 - COMM VILLAGE 1 1/2" (42, 42)	1	1	0	44.46	0						
	47 - COMM VILLAGE 2" (43, 43)	7	5	222	1,174.76	0						
	48 - RES VILLAGE 3/4" (44, 44)	126	120	323	3,748.06	0						
	49 - RES VILLAGE SEWER ONLY (45, 45)	6	0	2	0.00	0						
	52 - FLAT-FIRE SPRINKLERS (49, 49)	32	0	0	0.00	0						
	53 - OUTSIDE RES SEWER (50, 50)	78	0	918.544	0.00	0						
	68 - Water NSF	1	0	0		0		11.66				
Water Total		1284	573	5740.544	36,135.79	0		11.66				
electric-small commercial	12 - Commercial (4, 4)	365	0	695560.9	78,962.14	0			7,908.50	3,283.72	6,603.78	
	16 - Operating Municipali (8, 8)	33	0	45048	5,230.35	0			512.17	212.67		
	17 - Water Department (9, 9)	2	0	0	24.86	0						
	18 - Sewer Department (10, 10)	10	0	68006	7,400.95	0			773.23	321.06		
	73 - Electric Power Plant	6	0	66005	0.00	0						

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EOM Billing Statistics Report

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Rate Summary - All Routes

<u>Service</u>	<u>Rate# - Description</u>	<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>
electric-small commercial Total		416	0	874619.9	91,618.30	0			9,193.90	3,817.45	6,603.78	
Grand Total		4552	1283	2449734.9106	396,894.58	791	9,418.38	663.59	26,876.34	11,198.15	7,210.98	3,874.78

EOM Billing Statistics Report

Rate Summary - All Routes

Service	Rate# - Description	Total	
Electric	2 - Electric - Flat Charge	532.40	
	9 - Residential (1, 1)	122,644.48	
	10 - Water Heating (2, 2)	135.41	
	11 - All Electric (3, 3)	40,983.80	
	13 - Demand - Class 3 (5, 5)	31,304.76	
	14 - Village St. Lighting (6, 6)	3,811.22	
	15 - Town St Lighting (7, 7)	146.95	
	19 - Traffic Lights (11, 11)	124.58	
	20 - Contract St Lighting (12, 12)	0.00	
	21 - Sterling Harbor (13, 13)	198.57	
	67 - NSF Fee	46.67	
	Electric Total	199,928.85	
	Sewer	3 - Sewer -INSIDE Flat Charge	1,633.70
		23 - Sewer - IN VILL 3/4" W/SEWER (14, 14)	49,003.30
25 - Sewer - IN VILL 1" W/SEWER (15, 15)		4,166.84	
27 - Sewer - IN VILL 1 1/2" W/SEWER (16, 16)		1,630.95	
29 - Sewer - IN VILL 2" W/SEWER (17, 17)		2,381.00	
31 - Sewer - IN VILL 3" W/SEWER (18, 18)		42.00	
33 - Sewer - IN VILL 4" W/SEWER (19, 19)		3,615.30	
54 - Sewer - OUTSIDE RES SEWER (50, 50)		16,536.32	
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		18,863.00	
65 - O/S CLIFFSIDE CONDOS-SEWER		4,410.00	
69 - Sewer NSF		81.66	
Sewer Total	108,827.07		
Water	5 - Water - Flat Charge	901.50	
	22 - RES VILL 3/4" W/SEWER (14, 14)	24,231.22	
	24 - RES VILL 1" W/SEWER (15, 15)	1,851.43	
	26 - COMM VILL 1 1/2" W/SEWER (16, 16)	838.89	
	28 - COMM VILL 2" W/SEWER (17, 17)	2,054.00	
	30 - COMM VILL 3" W/SEWER (18, 18)	44.46	
	32 - COMM VILL 4" W/SEWER (19, 19)	1,247.01	
	46 - COMM VILLAGE 1 1/2" (42, 42)	44.46	
	47 - COMM VILLAGE 2" (43, 43)	1,174.76	
	48 - RES VILLAGE 3/4" (44, 44)	3,748.06	
	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	11.66	
Water Total	36,147.45		
electric-small commercial	12 - Commercial (4, 4)	96,758.14	
	16 - Operating Municipall (8, 8)	5,955.19	
	17 - Water Department (9, 9)	24.85	
	18 - Sewer Department (10, 10)	8,495.24	
	73 - Electric Power Plant	0.00	

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EOM Billing Statistics Report

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Rate Summary - All Routes

<u>Service</u>	<u>Rate# - Description</u>	<u>Total</u>
electric-small commercial Total		111,233.43
Grand Total		456,136.80

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	12/10/2022	1/5/2023
57	63	12/17/2022	1/12/2023
64	72	12/24/2022	1/20/2023
73	79	12/31/2022	1/30/2023
82	82	12/31/2022	1/30/2023
80	80	12/31/2022	1/30/2023
81	81	12/31/2022	1/30/2023

VILLAGE OF GREENPORT

Payment 05/26/2022 To 01/31/2023 Report

Grand Totals		Count	Payment Amt	Count	Refunds	Payment Total	Writeoff
BID	MT	92	41,402.50			41,402.50	
SEWER	MT	15	7,860.31			7,860.31	
VILLT		823	900,373.92			900,373.92	
WATER	MT	17	5,400.99			5,400.99	
Total PRINCIPAL			<u>955,037.72</u>			<u>955,037.72</u>	
PEN		69	5,409.51			5,409.51	
Total PENALTY			<u>5,409.51</u>			<u>5,409.51</u>	
Total			<u>960,447.23</u>			<u>960,447.23</u>	

Financial Data Schedule - Monthly Revenue & Expenses (HAP REGISTER) - JANUARY 2023				77	TOTAL VOUCHERS	TOTAL HAP, PORT, UTILITIES	97,104.00	36.00	500.00
Account Description				75	Vouchers Lensed on last day of month				
				2	New Vouchers Issued/No Lease/Searching				
REVENUE:									
706	PHA HUD Operating Grants	\$ 98,452.00							
706a	Admin fee revenues	\$ 9,845.00	\$ 250.00	Fraud Recovery HAP (714.010)		1			
711	Interest Earned - HAP	\$ 250.00		Fraud Recovery ADMIN (714.020)		1			
	Interest Earned - ADMIN			Add'l HAP Admin Fee Supplemental from CD	0	Portable Vouchers			
714	Fraud recovery	\$ 500.00			77	All other Vouchers			
700	TOTAL REVENUE	\$ 108,797.00		Add'l ADMIN from HUD					
EXPENSES:									
Administrative									
912	Auditing fees								
	Salaries - Asha (\$28.43), Stephen Column E, Paul Column F 2 payperiods	\$ 3,980.64	\$ 326.16	\$ 576.92		Admin Salaries total			
911	Medical	\$ 2,487.37	\$ 47.84	\$ 138.19		Medical Total			
911a	Dental	\$ 170.23		\$ 8.51		Dental Total			
911b	Pension T4 15.7%, T5 12.9%	\$ 624.96	\$ 42.07	\$ 90.58		Pension Total			
911c	Payroll Taxes FICA	\$ 304.52	\$ 24.95	\$ 44.13		FICA Total			
914	Employee Benefit Contribution TOTAL	\$ 7,567.72	\$ 441.03	\$ 858.33	\$ 6,650.31	Benefits Total			
	Times Review Media Grp								
917	Nina JG Stewart, Esq								
916	A Gallacher Reimb								
918	A Gallacher Mileage								
916	Office Expenses Total					TOTAL PORT OUT	0	\$ -	\$ -
910	Administrative Total					Village of Greenport total			
962	Other General Expenses (Office Rent)	\$ 550.00							
969	TOTAL OPERATING EXPENSES	\$ 7,200.31				TERMINATED	Starting this Village FYE 2023, HA will be charged 75% of payroll expenses 25% difference will come from CD on a monthly basis		
970	EXCESS OPERATING REVENUE OVER OPERATING EXPENSES					DECEASED			
973.1	PHA Utility Allowance	\$ 36.00				ABSORBED			
973.2	HAP payments	\$ 97,068.00							
	PORT payments								
973	(HAP, PORT and UTILITY TOTAL)	\$ 97,104.00							
	HAP & UTIL less Port payments								
1117.020	Total Admin Revenue	\$ 10,894.60							
1117	Net ADMIN	\$ 2,391.69				RELINQUISHED			
1118	Total Hap Revenue	\$ 98,702.00							
1118.020	Net HAP	\$ 1,598.00							
900	TOTAL EXPENSES	\$ 104,304.31				TOTAL CASH DISBURSEMENTS 1/2023			
1000	EXCESS (DEFICIENCY) OF TOTAL REVENUE OVER (UNDER) TOTAL EXPENSES								

FDS - 213 Center St & 278 2nd Street Monthly Revenue & Expenses - January 2023

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	1,125.00	\$ 1,275.00		
Late Fees/Credits	\$ 50.00					
TOTAL REVENUE	\$ 1,175.00	\$ 1,375.00	\$ 1,125.00	\$ 1,275.00	\$ 3,775.00	\$ 4,950.00
EXPENSES:	EXPENSES: 213 Center	EXPENSES: 278 2nd Street				
	213 CENTER	UNIT 1 - 8124	UNIT 2 - 8327	UNIT 3 - 8328	HOUSE - 8590 RE/8361 SW	
Utilities						
Electric	\$ 66.72				\$ 15.44	
Water/Sewer	\$ 64.17				\$ 50.94	
Propane/Heating Oil					\$ 754.55	
Admin						
Salaries & Benefits (Asha, Robert, Paul)	\$ 784.42				\$ 2,353.25	\$ 3,137.67
Payment Agreement to Village					\$ 1,000.00	
Total	\$ 915.31	\$ -	\$ -	\$ -	\$ 4,174.18	\$ 4,174.18
	213 CENTER	UNIT 1	UNIT 2	UNIT 3	HOUSE	
Maintenance Repairs/Other						
Kolb Mechanical	\$ 245.00					
Pine Oaks Landscaping					\$ 225.00	
Mattituck Enviro Services					\$ 41.21	
Pine Oaks Landscaping					\$ 180.00	
Total Expenses	\$ 245.00	\$ -	\$ -	\$ -	\$ 446.21	
	\$ 1,160.31				\$ 446.21	
MONTHLY FINANCIAL SUMMARY	213 CENTER	278 2nd STREET				
Interest Earned						
Total Revenue	\$ 1,175.00			\$ 3,775.00		
Total Expenses	\$ 1,160.31			\$ 4,620.39		
NET REVENUE	\$ 14.69			\$ (845.39)		
EXCESS (DEFICIENCY) OF TOTAL REVENUE						
OVER (UNDER) TOTAL EXPENSES	\$ 14.69			\$ (845.39)		

VILLAGE OF GREENPORT

Budget Adjustment Form

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

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

VILLAGE OF GREENPORT

Budget Adjustment Form

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

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

VILLAGE OF GREENPORT

Budget Adjustment Form

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

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



dockwa

ACCOUNT # - jnc382

DOCKWA CONTRACT FORM

ACCOUNT INFORMATION -

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

SUBSCRIPTION DETAILS -

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



DOCK SIMPLY.

ENROLLMENT -

Make change at contract renewal

Renewal Date: 3/29

ADDITIONAL TERMS -

DOCKWA PROCESSING FEE -

2.99%

RECURRING FEE BREAKDOWN

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

TOTAL DUE AT SIGNING (EXCLUDING SALES TAX): 8,000.00

TOTAL CONTRACT VALUE (EXCLUDING SALES TAX): 8,000.00



dockwa

DOCK SIMPLY.

SOFTWARE SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this _____ (the Effective Date) between The Wanderlust Group, Inc., with a place of business at 449 Thames Street, Newport, RI 02840 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

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

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

----- DocuSigned by: Dan Sules ----- EFE9395667F64AD	----- 2/7/2023
----- Signed for The Wanderlust Group, Inc.	----- Date

----- Dan Sules	----- Marina Success Manager
----- Name (Print)	----- Title

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



TERMS AND CONDITIONS

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

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

1. SAAS SERVICE AND SUPPORT

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

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

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

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

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for time sharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's terms of service then in effect (available at <https://ahoy.dockwa.com/about-us/terms-of-service>) and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and

attorneys' fees,) in connection with any claim or action that arises from a violation of the foregoing or otherwise from Customer's use of Services.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

2.4 Customer shall (a) be responsible for its users' compliance with this Agreement, (b) be responsible for the accuracy, quality, integrity, and legality of Customer Data and of the means by which Customer acquires Customer Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Company promptly of any such unauthorized access or use, (d) use the Services only in accordance with the documentation and applicable laws and government regulations, and (e) provide Company with assistance, information and materials that are reasonably requested as necessary to effectively provide the Services. "Customer Data" means any data of the Customer, regardless of whether in printed or electronic form, that is (i) provided to or accessed by Company in order for Company to perform its obligations under this Agreement, (ii) provided to Company by its users, or (iii) derived from Customer's use of the Software and Services. Customer Data expressly excludes any Aggregated Data as defined in Section 3.3.

2.5 Company may temporarily suspend Customer's and its users' access to the Services in the event that either Customer or any of its users is engaged in, or Company in good faith suspects Customer or any of its users is engaged in, any unauthorized conduct (including, but not limited to any violation of this Agreement including failure to pay any fees when due). Company will attempt to contact Customer prior to or contemporaneously with such suspension; provided, however, that Company's exercise of the suspension rights herein shall not be conditioned upon Customer's receipt of any notification. A suspension may take effect for Customer's entire account and Customer understands that such suspension would therefore include its user sub-accounts. Customer agrees that Company shall not be liable to Customer or any of its users or any other third party if Company exercises its suspension rights as permitted by this Section. Upon determining that Customer has ceased the unauthorized conduct leading to the temporary suspension to Company's reasonable satisfaction, Company shall reinstate Customer's and its users' access and use of the Services. Notwithstanding anything in this Section to the contrary, Company's suspension of Services is in addition to any other remedies that Company may have under this Agreement or otherwise, including but not limited to termination of this Agreement for cause. Additionally, if there are repeated incidences of suspension, regardless of the same or different cause and even if the cause or conduct is ultimately cured or corrected, Company may, in its reasonable discretion, determine that such circumstances, taken together, constitute a material breach.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and

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(ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (a) is required to be disclosed by law.

3.2 As between Company and Customer, Customer owns all right, title and interest in and to the Customer Data.

3.3 As between Company and Customer, Company owns and retains all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with support for the Services, (c) Company Confidential Information and/or Aggregated Data, and (d) all intellectual property rights related to any of the foregoing. "Aggregated Data" is anonymous, statistical, analytical and other aggregated data that is collected automatically while performing the Services for the main purpose of improving the Services and that does not personally identify Customer or its users. Aggregated Data cannot be re-identified.

3.4 There are no licenses by implication under this Agreement and no rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees, including processing fees, described in the Order Form for the Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change its pricing as set forth in Section 5.1 below. Company may offer promotional pricing or offers which shall be applicable solely while such promotion or offer lasts, at Company's sole discretion. Company does not provide price protection or refunds in the event of promotions or price decreases.

4.2 If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit, provided that (i) Customer pays all undisputed amounts when due; (ii) Customer identifies the specific charge(s) in dispute and provides a reasonably detailed written explanation of the basis for the dispute; and (iii) Customer reasonably cooperates with Company in investigating and resolving the dispute. Inquiries should be directed to Company's customer support department.

4.3 The Customer agrees to enroll in automatic billing. The customer will authorize the Company: (a) to initiate recurring automated clearing house (ACH) debit entries or debit card payments from the checking or savings account you specify, or (b) to initiate recurring charges from your specified credit card.

4.4 The amount debited from the customer's checking or savings account or charged to the customer's credit card every billing period will be the amount indicated on the Order Form, or, for any renewal term, the price as of the date of such renewal set forth in our pricing page (<https://ahoy.dockwa.com/marina-management/pricing>), plus additional charges billed to your account during the term, less credits or payments posted to your account. Once the enrollment is processed, all payments will be automatically withdrawn from the specified checking or savings account or charged to the designated

credit or debit card at the beginning of each subscription term, unless the Customer cancels the subscription in accordance with section 5. Customer understands and agrees that if Customer suspends or terminates its payments (or its payment authorization), and Customer does not cure such payment breaches set forth in Section 5.2, Company may, in accordance with Section 2.5, suspend all Services, including suspending Company's transaction payouts to Customer's bank account.

4.5 Company may choose to bill through an invoice, in which case full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice.

4.6 Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

4.7 Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

4.8 Payments by check must be mailed to:

Dockwa
P.O. Box 179
Freeport, ME 04032

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for an Initial Subscription Term of twelve (12) months, and shall be automatically renewed for additional periods of the same duration as the Initial Subscription Term (collectively, the Initial Subscription Term plus all renewal terms, the "Term"), unless either party requests not to renew at least thirty (30) days prior to the end of the then-current term. The pricing for any automatic renewal term will be the same as that during the immediately prior Subscription Term unless Company has given Customer written notice of a price change at least thirty (30) days before the end of the expiring Subscription Term, in which case the price change will be effective upon renewal. Customer understands and agrees that if Company agrees to provide Services to Customer in the future after Customer's subscription terminates for any reason, the amount Customer paid under any prior term or time period is not determinative of the amount Customer will pay should Company provide Services to Customer again.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement.

5.3 Customer will pay in full for the Services up to and including the last day on which the Services are provided. Company shall have the right to terminate this Agreement for convenience upon at least sixty (60) days prior written notice to Customer. If Company exercises such termination right, Company shall refund to Customer the amount of any pre-paid fees for the remainder of the terminated term.

5.4 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for



unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION. THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing.

The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense, (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

9.1. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full

force and effect and enforceable. This Agreement is not assignable, transferable or sublicenseable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement (and all documents incorporated herein) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. In the event of a conflict between this Agreement and any Order Form, or other document relating to this Agreement that is executed by both Parties, the Order Form shall govern. This Agreement, including each Order Form, shall prevail over any different, conflicting, inconsistent or additional terms contained in any purchase order or like document issued by Customer. All waivers and modifications to this Agreement must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. Customer agrees that, so long as this Agreement remains in effect, and for a period of two (2) year following the termination or expiration hereof, it will not directly solicit for employment the employees of Company without Company's prior written consent; provided, however, that the foregoing prohibition shall not preclude the hiring by Customer of any individual who responds to a general solicitation or advertisement, whether in print or electronic form, only job postings and social networking sites.

9.2. Company can change, update, add or remove provisions of this Agreement at any time by posting the updated version online and by providing a notice on the Services. Any changes will become effective for Customer after Customer's then-current subscription expires or terminates. If Customer does not agree with such changes, Customer may choose not to renew Customer's subscription even if Customer previously agreed to automatic renewal for payment. Company may make changes to the Services at any time, provided that Company shall not materially diminish the quality of the Services. We will not be liable to Customer or any third-party should we exercise our right to modify the Services.

10. HARDWARE PRODUCTS TERMS

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



HARDWARE PRODUCTS TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY. THESE TERMS APPLY SOLELY IN THE EVENT OF THE PURCHASE OF A HARDWARE PRODUCT.

THE TERMS AND CONDITIONS OF PRODUCT SALES ARE LIMITED TO THOSE CONTAINED HEREIN AND THOSE WITHIN AN ORDER FORM. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("BUYER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY MAKING AN ORDER FOR PRODUCTS FROM THE WANDERLUST GROUP, INC. DBA DOCKWA ("SELLER"), BUYER AGREES TO BE BOUND BY AND ACCEPTS THESE HARDWARE TERMS ("TERMS").

These Terms constitute a binding contract between BUYER and SELLER (as defined in the Order Form) and are referred to herein as either "Terms" or this "Agreement". BUYER accepts these Terms by placing an order with SELLER through an Order Form.

1. PRODUCTS

"Product" means the tangible hardware equipment (including point of sale devices) supplied by SELLER to BUYER in accordance with an Order Form that is accepted by SELLER.

2. PURCHASE PRICE

BUYER agrees to pay SELLER the price for the Products, in the amount and in accordance with the payment terms set forth in the Order Form. Prices for the Products will be listed at the time of BUYER's purchase. SELLER may change pricing and availability at any time. If BUYER does not submit immediate payment, SELLER may delay shipment of the Products until the full amount of BUYER's payment is received. The amounts BUYER pay for the Products are in addition to the fees BUYER pay for other business services that may be offered by SELLER and its affiliates (each, a "SELLER Service" or "Service") that are provided to BUYER under BUYER's agreements with SELLER, including the SELLER SaaS Agreement (collectively, the "SELLER Agreements").

Unless otherwise stated, the prices shown for the Products exclude taxes and shipping costs. SELLER will add all taxes and shipping costs to the total amount of BUYER's purchase, and show BUYER the final amount due before BUYER completes its purchase. BUYER is solely responsible for all taxes and shipping costs that apply to the Products that BUYER purchases.

These Purchase Terms apply to any Products that SELLER chooses to provide to BUYER at no cost, and BUYER's rights and obligations with respect to those Products do not change merely because BUYER did not pay for the Products.

3. TAXES

All prices and charges for Products provided hereunder are exclusive of any taxes applicable to the transaction, such as value added taxes, sales or use taxes, duties, or other taxes or levies imposed by any government, public authority, or government agency on BUYER's purchase of the Products hereunder, all of which are the responsibility of BUYER to pay, provided, for avoidance of doubt, that BUYER shall not be responsible for payment of any taxes based on the income, property or employment of employees by SELLER. In the event SELLER is ever assessed or threatened to be assessed taxes, fees, levies, penalties and/or fines regarding BUYER's failure to pay any taxes applicable to the transaction, BUYER agrees to indemnify SELLER for the amount claimed due from BUYER.

4. AVAILABILITY

Products are manufactured by third parties and resold by SELLER. While SELLER uses reasonable efforts to maintain sufficient supply of the Products, inventory shortages at SELLER manufacturers and distributors may affect SELLER's ability to fulfill an order. If there is a delay in manufacture or distribution of a certain Product that SELLER believes will affect BUYER's order, SELLER will use reasonable efforts to notify BUYER of the delay and keep BUYER informed of the revised delivery schedule. SELLER is not obliged to accept any order, and SELLER may cancel accepted orders at any time if SELLER is unable to fulfill the order for any reason.

5. SHIPMENT AND DELIVERY

SELLER shall ship products to BUYER as set forth in the Order Form and upon payment of the purchase price specified in such Order Form. BUYER understands that all Products purchases must be paid in full prior to shipment of the Products to BUYER. Either party may notify the other of complications arising with these dates and will reschedule at that time. Exact delivery time cannot be guaranteed. SELLER will select the carrier that will ship the Products. SELLER will inform BUYER of the shipping fees (if any) before BUYER confirm BUYER's order. If SELLER provides BUYER with an estimated shipping or delivery date, that date is not guaranteed, and inventory shortages or events beyond SELLER's control could impact the delivery date. Also, many events beyond SELLER's control can affect the delivery of Products after SELLER provides them to the carrier. SELLER is not liable for late shipment or delivery, or any loss, damage, or penalty BUYER may incur from any delay in shipment or delivery, even if BUYER has paid an additional fee for expedited shipping. Despite any contrary terms in any invoice or purchase order, title and risk of loss for the Products passes to BUYER when SELLER delivers the Products to the address that BUYER provides. Unless otherwise agreed in an Order Form, SELLER only ships Products within the United States of America.

6. CANCELLATION/RETURN POLICY

(a) Cancellation. If BUYER submits an order, and SELLER accepts the order, BUYER is bound by the order unless SELLER cancels the order. If SELLER cancels BUYER's order, SELLER will fully refund the purchase price to BUYER. In the event BUYER cancels BUYER's order prior to shipment of the Products, SELLER will refund to BUYER within thirty (30) days the amount of BUYER's payment (if any) (LESS any expenses already incurred by SELLER) using the same method of payment BUYER used to purchase the Product.

(b) Returns. BUYER may return any Product in its original packaging and condition (including all accessories and components) within 30 days after the date of BUYER's purchase. To begin the return process for a Product, please contact SELLER at support@dockwa.com. SELLER will provide BUYER with return shipping instructions. If BUYER follows SELLER instructions, SELLER will cover the cost of return shipping and will refund BUYER's purchase price in full using the same method of payment BUYER used to purchase the Product. SELLER will not take title to any returned Product until the item arrives at the facility to which SELLER instruct BUYER to return the Product. Returns may be subject to a restocking fee. Notwithstanding the terms of this section to the contrary, BUYER agree that any duties and taxes that may be recoverable by BUYER will not be charged or collected from SELLER. This clause does not limit any rights that BUYER might have to seek a refund under applicable Law.



7. USE OF THE PRODUCTS

(a) BUYER may only purchase the Products for BUYER's own use. BUYER may not otherwise resell, rent, lease or further distribute Products, or allow a third party to use Products that BUYER has purchased. SELLER reserves the right to refuse to sell or ship the Products to any person SELLER believes intends to use, resell, distribute or lease the Products in a manner prohibited by these Terms. The foregoing limitations will not apply to the extent prohibited by applicable law.

(b) BUYER agrees that use of the Products is subject to the additional terms of the original equipment manufacturer and/or of the provider of additional payment services applicable to point of sale devices (collectively, "Additional Terms"). Such Additional Terms are hereby incorporated by reference and you agree and accept that you are subject to and bound by these Additional Terms, including without limitation Stripe's Terminal Device Software License Agreement and Stripe Terminal Services Terms (the "Stripe Agreements") and BUYER agrees to use the Products in a manner that is consistent with the terms of the Stripe Agreements.

(c) Additionally, BUYER must not and must not enable or permit any third party to:

- use a Product in any country other than the country to which SELLER shipped that product;

- represent, or use any technical measures in an attempt to represent, that the location of a Product is a location different from its actual physical location;

- use a Product to enable any party (including BUYER) to benefit from any activities SELLER has identified as a restricted business or activity. Restricted businesses include use of the Products in or for the benefit of a country, organization, entity, or person embargoed, blocked or on a sanctions list identified by any government, government body or supranational body; or

- (i) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of a Product Documentation, except as expressly permitted by applicable law; (ii) transfer any rights granted to BUYER under these Terms unless otherwise agreed between BUYER and SELLER in writing; (iii) work around any of the technical limitations implemented in a Product or enable functionality that is disabled or prohibited; (iv) reverse engineer or attempt to reverse engineer a Product except as expressly permitted by applicable law; (v) perform or attempt to perform any actions that would interfere with the normal operation of a Product or impact the use of the Products by other users; or (vi) impose an unreasonable or disproportionately large load on the SELLER Services.

(d) If SELLER suspects or knows that BUYER is using or have used Products for unauthorized, fraudulent, or illegal purposes, or in a manner that exposes BUYER, SELLER, or others to risks unacceptable to SELLER, SELLER may limit or disable the functionality of BUYER's Products, until such time as BUYER demonstrates to SELLER's reasonable satisfaction that SELLER's suspicion was unfounded, or BUYER provides SELLER with sufficient assurances that the unacceptable use has been appropriately mitigated and will not recur. Use of the Products in conjunction with any other products, such as hardware accessories, may lead to incompatibilities which may cause the Products to not function correctly. As a consequence, all such use is at BUYER's own risk. These Terms do not grant any rights or licenses in the Products other than as expressly stated in these Terms and the Terminal Device EULA.

8. LIMITED WARRANTY

SELLER will provide a one-time immediate Product replacement on any Product supplied by SELLER which failed during normal use. BUYER shall not be responsible for the cost of the replacement Product. At SELLER's option, BUYER may be responsible for the cost of shipping and other out of pocket expenses made by SELLER.

Additionally, the Product manufacturer provides a one-year limited warranty against defective materials and faulty workmanship in the Products. The warranty period starts on the date of BUYER's original purchase of the Product from SELLER and/or receipt of a Product replacement, as applicable, and ends one year after that date. If BUYER submits an additional claim during this warranty period that is within the scope of the manufacturer limited warranty, and BUYER follows SELLER's instructions for returning the Product, SELLER will at its option, to the extent permitted by applicable law, either repair the Product, replace the Product, or refund to BUYER all or part of the purchase price of the Product. This limited warranty applies only to unaltered Products that are used in accordance with these Terms and not subject to accident, misuse, or neglect. This provision does not cover damage resulting from acts of God, flood, lightning, malicious software, BUYER'S negligence, alterations, mishandling, BUYER'S improper installation, or BUYER'S failure to protect such Product.

This limited warranty gives BUYER specific rights and is personal to BUYER. BUYER may not transfer this warranty to any other person. BUYER may have additional rights under applicable law, and this limited warranty does not affect those rights. To make a warranty claim, please contact us at support@dockwa.com. SELLER will provide BUYER with information about how to return Products and obtain a replacement Product.

BUYER ACKNOWLEDGES THAT BUYER'S SELECTION OF ANY PARTICULAR PRODUCT IS BASED ON BUYER'S OWN EVALUATION OF THE REQUIREMENTS OF BUYER'S BUSINESS AND BUYER'S EVALUATION OF THE FUNCTIONS, CAPACITIES AND SPECIFICATIONS OF THE PRODUCTS SELECTED. SELLER DOES NOT WARRANT THAT THE PRODUCTS WILL MEET ALL OR ANY OF BUYER'S REQUIREMENTS OR ANY REQUIREMENTS IMPOSED BY BUYER.

9. DISCLAIMER

THE PRODUCTS ARE PROVIDED AS-IS AND WITH ALL FAULTS, EXCEPT AS EXPRESSLY STATED IN THESE TERMS. SELLER, ITS AFFILIATES, AND THE RESPECTIVE SUPPLIERS, LICENSORS AND SERVICE PROVIDERS OF SELLER AND EACH SELLER AFFILIATE (EACH A "SELLER PARTY" AND TOGETHER THE "SELLER PARTIES") PROVIDE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, AND SELLER DISCLAIMS AND EXCLUDES ANY IMPLIED TERMS, REPRESENTATIONS, WARRANTIES, AND CONDITIONS WITH RESPECT TO THE PRODUCTS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, SATISFACTORY QUALITY AND NON-INFRINGEMENT, AS WELL AS ANY OTHER IMPLIED WARRANTIES, SUCH AS WARRANTIES REGARDING DATA LOSS, AVAILABILITY, ACCURACY, FUNCTIONALITY AND LACK OF VIRUSES. THESE DISCLAIMERS WILL APPLY EXCEPT TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT THEM. ANY WARRANTIES, GUARANTEES, OR CONDITIONS THAT CANNOT BE DISCLAIMED AS A MATTER OF LAW, BUT WHICH MAY BE LIMITED IN DURATION, LAST FOR ONE YEAR FROM THE DATE ON WHICH BUYER RECEIVES A PRODUCT.



10. LIMITATION OF LIABILITY

(a) UNDER NO CIRCUMSTANCES WILL ANY SELLER PARTY BE RESPONSIBLE OR LIABLE WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR OTHERWISE TO BUYER FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RESULTING FROM BUYER'S USE OR INABILITY TO USE THE PRODUCTS OR FOR THE UNAVAILABILITY OF THE PRODUCTS, FOR LOST PROFITS, PERSONAL INJURY TO THE EXTENT ALLOWED BY APPLICABLE LAW, OR PROPERTY DAMAGE, OR FOR ANY OTHER DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR RELATING TO THESE TERMS OR BUYER'S USE OF THE PRODUCTS, EVEN IF THOSE DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT BUYER OR THE SELLER PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. THE SELLER PARTIES ARE NOT LIABLE WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) UNDER STATUTE OR OTHERWISE, AND FURTHER DENY RESPONSIBILITY FOR, ANY DAMAGES, HARM, OR LOSSES TO BUYER ARISING FROM OR RELATING TO HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE PRODUCTS. THE SELLER PARTIES ARE NOT LIABLE, AND FURTHER DENY RESPONSIBILITY FOR ALL LIABILITY AND DAMAGES TO BUYER OR OTHERS WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR OTHERWISE, CAUSED BY (I) BUYER'S OR BUYER'S EMPLOYEES', AGENTS', CONTRACTORS', END USERS', AND OTHER PERSONNEL'S ACCESS OR USE OF THE PRODUCTS INCONSISTENT WITH THE DOCUMENTATION; (II) ANY UNAUTHORIZED ACCESS OF SERVERS, INFRASTRUCTURE, OR DATA USED IN CONNECTION WITH THE PRODUCTS; (III) INTERRUPTIONS TO OR CESSATION OF THE PRODUCTS; (IV) ANY BUGS, VIRUSES, OR OTHER HARMFUL CODE THAT MAY BE TRANSMITTED TO OR THROUGH THE PRODUCTS; (V) ANY ERRORS, INACCURACIES, OMISSIONS, OR LOSSES IN OR TO ANY DATA PROVIDED TO US; (VI) THIRD-PARTY CONTENT PROVIDED BY BUYER OR BUYER'S EMPLOYEES, AGENTS, CONTRACTORS, END USERS, AND OTHER PERSONNEL, OR (VII) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHERS. The foregoing limitations will not apply to the extent prohibited by applicable law.

(b) Except to the extent prohibited by applicable law, BUYER agrees to limit any additional liability whether in contract, tort (including negligence), under statute or otherwise not disclaimed or denied by the SELLER Parties under these Terms to BUYER's direct and documented damages; and BUYER further agrees that under no circumstances will any such liability exceed in the aggregate the amount paid by BUYER to SELLER for the Products.

(c) Nothing in these Terms operates to exclude or limit liability for (i) death or bodily injury; or (ii) fraud or willful misconduct, to the extent that doing so would contravene applicable law.

11. MISCELLANEOUS

(a) BUYER may not assign any of the rights, interests, or obligations under these Terms without the prior written consent of SELLER. BUYER consents to receiving electronic notifications, which may be provided via a Web browser or e-mail application connected to the Internet. In addition, Internet connectivity requires access services from an Internet access provider. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

(b) These Terms will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA, without regard to conflict-of-laws principles. Any action or proceeding seeking to enforce any provision of these Terms or based on any right arising out of these Terms must be brought against any of the parties in the state and federal courts in Massachusetts, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to

such venue. If SELLER has to retain an attorney to interpret or enforce the provisions of these Terms, to rescind these Terms, or otherwise with respect to the subject matter of these Terms, even if an arbitration, suit, or action is not instituted, the SELLER will be entitled to recover from BUYER with respect to such issue, in addition to costs, reasonable attorney fees incurred in the consultation, preparation, prosecution, or defense of such issue.

(c) These Terms, together with the Order Form (and including the documents and instruments referred to in these Terms) and any modifications as set forth below constitute the complete and exclusive agreement and understanding of the parties with respect to the subject matter of these Terms and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter. These Terms may not be explained or supplemented by any prior course of dealings or trade by custom or usage. SELLER reserves the right to make changes to these Terms at any time. Any use of the products or services by BUYER after 30 days shall be deemed to constitute acceptance by BUYER of such modifications. If any provision contained in these Terms is or becomes invalid, illegal or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of these Terms, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under Massachusetts law. Provisions in these Terms which by their nature are intended to survive termination (including indemnification obligations and limitations of liability) will survive termination of these Terms.



DOCK SIMPLY.

DOCKWA PAYMENT AUTHORIZATION FORM

BILLING INFORMATION -

FIRST NAME LAST NAME

MARINA NAME Mitchell Park Marina

PHONE NUMBER

BUSINESS ADDRESS

CITY

STATE

ZIP

PAYMENT METHOD -

Electronic Funds Transfer

CREDIT CARD INFORMATION -

CARD NUMBER

EXPIRATION DATE

CITY

ELECTRONIC FUND TRANSFER INFORMATION -

NAME ON ACCOUNT

TYPE OF ACCOUNT Checking Savings

ACH ROUTING NUMBER

ACCOUNT NUMBER



DOCK SIMPLY.

SIGNATURE -

By signing this form, you, the individual mentioned above, so deposit earnings automatically to the account indicated above. Any other methods to receive wages are also authorized. This authorization is in full force and effect until written notification of the intent to terminate the relationship is provided to Dockwa, Inc. This intent shall provide binding and irrevocable notification of termination to Dockwa, Inc. and the Dock SIMPLY is responsible for providing to act.

EMPLOYEE NAME: Stephen Gaffga

id: / 10011111

SIGNATURE OF AUTHORIZED EMPLOYEE

DATE

VILLAGE OF GREENPORT

Budget Adjustment Form

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

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



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: February 9, 2023
Meeting: February 16, 2023 7:00 PM
Work Session Meeting
To: Mayor George W. Hubbard, Jr.
Board of Trustees
Prepared By: Jeanmarie Odon, *Deputy Clerk*
From: Jeanmarie Odon, *Deputy Clerk*
Department: Village Clerk Department

Village Clerk February 2023 Work Session Report

VILLAGE of GREENPORT - BOARD of TRUSTEES WORK SESSION

to be presented at the meeting held on February 16, 2023

Report of Sylvia Lazzari Pirillo, Village Clerk

Agreements and Contracts

The service agreement between The Village and Garratt-Callahan was fully executed on January 30th.

The agreement between The Village and H2M for the preparation and dissemination of the Annual Water Supply Statement was fully executed on January 30th.

Legal Notices

The public hearing notice regarding the proposed additions of provisions regarding net metering was published in the February 2nd edition of the paper.

The legal notice regarding the RFP for the management of the McCann Campground for the 2023 season was published in the February 2nd edition of the paper.

The re-bid of the rooves was noticed in the February 9th edition of the paper, and was also advertised on the NYS Contract Reporter site.

Moratorium

The public hearing notice regarding the application of Michael and Sofia Antoniadis for a hardship exemption from the moratorium was published in the February 2nd edition of the paper.

A Wetlands Permit Application was received as follows: submitted by En-Consultants on behalf of Diana Burton of 131 Sterling Street, Greenport, New York, 11944 to construct approximately 70 linear feet of vinyl bulkhead in place of (and 6 inches higher than) existing timber bulkhead, incidentally dredge/recover approximately 15 cubic yards of spoil from the 10' x 65' area adjacent to the bulkhead to be used as backfill, remove and replace (in-place) the existing 6' x 49' fixed pier with a 6' x 25' fixed pier, 3' x 14' ramp and 6' x 60' floating dock secured by (4) 10"-diameter piles, install five (5) 10" diameter tie-off piles, two of which are to be located 18' north of the floating dock and three (3) of which are to be located 16' south of the floating dock, and re-locate two (2) existing tie-off pole son the north side of the dock and one (1) existing tie-off pole on the south side of the dock to maintain a distance of at least 10' from the extended property, all as depicted on the project plan prepared by En-Consultants, last dated November 28, 2022.

Resolutions for the Regular Meeting

RESOLUTION approving the Public Assembly Permit Application submitted by Amie Sponza on behalf of Northeast Stage for the use of Mitchell Park from 7:00 p.m. through 9:30 p.m. on August 4th, 5th and 6th, 2023 for the annual Shakespeare in the Park event, with two additional rehearsal dates to be determined, and approving a waiver of the requisite permit application fee.

RESOLUTION approving the closing of North Street from First Street to Main Street, Main Street from North Street to Front Street, and Front Street from Main Street to the Carousel, from 11:00 a.m. through 12:00 noon on October 28, 2023 with a rain date of October 29, 2023 for the Village-sponsored Halloween Parade.

RESOLUTION awarding the contract for liquid sludge hauling to Clear River Environmental Service Corp. - the lowest bidder - at the prices on the attached Bid Form, per the bid opening on February 9, 2023; and authorizing Mayor Hubbard to sign the contract between The Village of Greenport and Clear River Environmental Service Corp.

RESOLUTION approving the Sanitary Sewage Agreement between The Village of Greenport and 160 Route 25 Medical LLC authorizing the connection of 160 Route 25 Medical LLC to the existing Village of Greenport sewer system at the Owner's expense, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and 160 Route 25 Medical LLC.

RESOLUTION approving an increase in the rates for the Village of Greenport Summer Camp Program beginning in the 2023 season as follows: from \$ 800.00 per season to \$ 1,120.00 per season, with a pre-payment discount of \$ 960.00 per season if the pre-payment is made on or by June 1, 2023.

Attachments:

Clear River Environmental Service Corp - Liquid Sludge Hauling - 2023 (PDF)

BID FORM (CONTINUED)

VILLAGE OF GREENPORT LIQUID SLUDGE HAULING - 2023

Name of Bidder: Clear River Environmental Service Corp.

VILLAGE OF GREENPORT LIQUID SLUDGE HAULING - 2023		
GENERAL DESCRIPTION OF WORK: The work to be performed consists principally of LIQUID SLUDGE HAULING from various locations throughout the Village of Greenport.		
Description	Bid Price (In Words)	Bid Price (In Numerals)
Price per 1,000 gallons:	One Hundred Eighty Five Dollars and Zero Cents	\$185.00
Total amount bid for 12 months at the estimated 500,000 gallons per year:	Ninety Two Thousand Five Hundred Dollars and Zero Cents	\$92,500.00