



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

TREASURER

ROBERT BRANDT
EXT. 217

August 19, 2021 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
- **VILLAGE TREASURER** - ROBERT BRANDT
Meter Department
Housing Authority & Community Development
- **VILLAGE CLERK** – SYLVIA PIRILLO, RMC
- **VILLAGE ATTORNEY** - JOSEPH PROKOP, ESQ.

BOARD DISCUSSIONS

- A proposed amendment to Village of Greenport Code Section 132-50 regarding the clarification of existing loading zones, and the addition of new loading zones within the Village of Greenport.

MAYOR AND VILLAGE BOARD OF TRUSTEES

PUBLIC TO ADDRESS THE BOARD



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Submitted: August 9, 2021
Meeting: August 19, 2021 7:00 PM
Work Session Meeting
To: Mayor George W. Hubbard, Jr.
Board of Trustees
Prepared By: Debbie Boyle, *Assistant*
From: Debbie Boyle, *Assistant*
Department: Fire Department

Fire Department August 2021 Work Session Report

Attachments:

Fire Department August 2021 Work Session Report (PDF)

CHIEF WAYDE MANWARING
1ST ASST CHIEF JAMES KALIN
2ND ASST CHIEF ALAIN DeKERILLIS
CHAPLAIN FRANK MUSTO
CHAPLAIN CLAUDE KUMJIAN
SECRETARY/TREASURER JAMES KALIN



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GREENPORT, NY 11944
Email: gfdfire@optonline.net
www.greenportfd.org

Meeting of the Board of Wardens

TUESDAY July 21, 2021

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 James Kalin

Wardens Warren Jensen and Joseph Milovich of Eagle Hose Co. #1

Warden Norma Corwin of Relief Hose Co. #2

Warden 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: 2nd Ass't Chief Alain de Kerillis, Warden Antone Volinski of Relief Hose Co. #2, Warden Joseph Barszczewski of Star Hose Co. #3 and Warden Scott Hollid of Standard Hose Co. #4.

THOSE WISHING TO ADDRESS THE BOARD –

1. Captain Helen Reiss wanted to speak about the Rescue Squad finding more space and moving ambulances to the back building. She said if you look at the rescue locker, it is made for soda and water and there is a lot of medical supplies in there. She is concerned because she hasn't read anything in the Warden's minutes discussing this issue and how to move forward. She also said that if you look at the department, we are rescue and ambulance services with fire support. Most calls are rescue calls. The Rescue Squad deserves more space. She would like to see some indication that this has been discussed. C. Harris said that the Board of Warden's should not be responsible for setting up a plan. Helen is asking what she needs to do to get this started. Chief Manwaring said that they need to come up with a plan first, possibly get an engineer and go from there. Helen will start working on a plan for office space, a bathroom, and more storage space as well and will submit it to the Board of Wardens.
2. Mo Aguilera wants to plan another event for the Juniors program at the end of August- possibly the 29th at the Polo Grounds. He was thinking 10AM-1PM. He has Orient and East Marion involved and potentially Southold, Cutchogue, and Mattituck. He wants a pumper to come down and let the kids use the hose, adjusting the pressure based on their size. He would use a stationary target for the kids to knock over. He asked for permission to have 8-3-4 or 8-3-2 down there. Mary Bess Phillips mentioned that this would have to go to the Village to be approved and to be very clear about what is going to be happening. A mass assembly permit may be required. Chief Manwaring will bring the plan to the Trustees.

READING OF THE PREVIOUS MINUTES

Motion made by Wayne Miller, seconded by Joseph Milovich, to approve the minutes of the June 16, 2021 meeting of the Board of Wardens as printed and distributed. Motion Carried.

FINANCE COMMITTEE

The finance committee report was read by Chief Kalin. Motion made by Wayne Miller, seconded by Warren Jensen, to accept the report. Motion Carried.

COMPANY OFFICERS' MEETING MINUTES- No Report.

TREASURER'S REPORT

The Treasurer's report for the period of June 17, 2021 through July 21, 2021 was read by Secretary/Treasurer James Kalin. Motion made by Warren Jensen, seconded by Joseph Milovich, to accept the treasurer's report with correction. Motion carried. (report attached)

BILLS- None.

COMMUNICATIONS

1. Patchogue Fire Dept. Golf Outing, October 18, 2021.
2. Kara Hahn- Deputy Presiding Officer @ Suffolk County Legislator reaching out, she went to Suffolk County Vounteer Firemen's Association Memorial Service on May 2nd.
3. Mattituck Fire District is looking for per diem EMTs to cover day shifts. \$22/hour starting salary. Positions available starting Sept 20th.

Motion by Clifford Harris, seconded by Warren Jensen, to file and/or forward all communications . Motion carried.

APPLICATIONS FOR MEMBERSHIP-

1. Amanda Strittmatter to Rescue Squad.
2. Victor Petrigliano to Rescue Squad.
3. Kelly Stoner to Rescue Squad.
4. Gary Stoner to Relief Hose Co. #2.
5. Jordan Arnold to Standard Hose Co. #4.
6. Kendra King to Star Hose Co. #3.

Motion made by Chief Kalin, seconded by Warren Jensen, to accept all applications for membership. Motion Carried.

REPORTS OF COMMITTEES

Buildings and Grounds

1. Joseph Milovich reported that Antone Volinski III is working on meeting with the guy that will be doing the floor.
2. Cliff Harris mentioned how we talked about trimming the doors to the kitchen at the last meeting. He said that it would be a shame not to make the doors to the bathroom ADA compliant- single use only, take out the stall. W. Jensen asked if the bathrooms are big enough to make them ADA compliant. C. Harris mentioned that he would measure them to see. W. Jensen said that an idea is to make them gender neutral and make one big one and then you would be able to make them ADA compliant. C. Harris said that it is time to look at the bigger picture. Joseph Milovich mentioned putting bathrooms back on the other end of the meeting room. W. Jensen said we would need to get an engineer and see what our options are. C. Harris said he will have more on the bathrooms by next meeting. He also mentioned that the kitchen cabinets won't be here until August so it won't get in the way of the chicken BBQ.

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- John Grilli reported that he wanted to remind the Captains of the funeral procedures: the flag at half-mast until the day of burial at sunset and then full mast. The bunting should be 2 weeks and mourning bands still 30 days- so please just refresh their memories. If they don't have copies of the guidelines, maybe we can get it to them. R. Jester asked if a fire dept. flag was being ordered to drape over the coffins. Chief Wayne Manwaring said that there was a motion at the Company Officer's meeting to keep it the way GFD has been doing it.

Communications

1. W. Jensen asked if there was an update on the communications and if we have seen any improvement after the adjustments made. Norma Corwin has a letter from Long Island Telecommunications Electronic services. They are providing a quote for replacing the repeater system. It would be a refurbished repeater system- it is not new but the performance is excellent. He would take the one that we have as a trade in. It will have a one year warranty. The repeater system is \$5,700, the trade in of the current repeater system is \$1,200. Total cost with trade in would end up being \$4,500. The system would be ready to be installed within a week of the request. W. Jensen stated that he is not opposed, but would like to know why he didn't include new equipment in the quote. Bob Corwin told Norma Corwin that a brand new repeater would be \$10,000 on top of that price. Dennis refurbishes the repeater himself, it has brand new guts inside and GFD doesn't have to pay the Motorola price.

Trips & Travel- No Report.

COMPANY REQUESTS

Eagle Hose Co. #1- Budget items.

Relief Hose Co. #2- Budget items.

Star Hose Co. #3- Requesting to run a raffle within the next 10 days and finish it at the Maritime Festival and have the drawing the last day of the festival. They want to sell hats, shirts, and goodies involving Greenport businesses in a bag. They want to purchase the items from the local businesses instead of asking for donations. Examples of what will go in the bags: 2 passes to the Museum, 2 passes round trip Shelter Island Ferry, 2 passes for pizza, 2 passes for bagels from bagel shop, 2 passes for coffee from Aldo's etc. R. Jester doesn't want to step on any toes because he knows that Eagle Hose sells raffle tickets there, they can make sure they aren't selling close by. Motion made by W. Jensen, seconded by John Grilli, to approve the request. Motion Carried.

Standard Hose Co. #4- AC unit and printer- can we buy it and get reimbursed for it. 1st Asst. Chief James Kalin said it should be no problem.

Phenix Hook & Ladder Co. #1- New truck.

Rescue Squad- As per Finance Report.

Fire Police- As per Finance Report.

Water Rescue- As per Finance Report.

UNFINISHED BUSINESS –

1. Joseph Milovich brought up the turn out gear inspections that C. Harris mentioned. He wanted to know if GFD is moving forward with that. C. Harris said right now he is working on a S.O.P, but he is waiting for the washer and dryer to come to complete it. C. Harris handed out a PPE inspection and cleaning S.O.P- we are not in compliance yet. He currently has a draft.
2. Cliff Harris said that the washer and dryer is enroute to Firematic then it will be sent here. It needs hot water to operate which he didn't anticipate. We need to get a water heater, he is trying to figure out how many gallons are used per wash, etc. W. Jensen said if we are going to expand, bigger would probably be better. Cliff Harris will look into the different sizes.
3. Mary Bess Phillips asked if the Memorial Day procession to the dock is a GFD function. Chief Wayne Manwaring said that it is not. It had been run by Mrs. Tamin and Mrs. Heaney. 1st Asst Chief James Kalin said that they would always just use the meeting room afterwards. Mary Bess Phillips mentioned that there was a lot of confusion this year and she just wanted to make sure that it is not a Fire Department function.

REPORTS OF DELEGATES- No Report.

NEW BUSINESS- No Report.

GOOD OF THE DEPARTMENT

1. Wayne Miller asked about the bail out system. Cliff Harris said that at the finance meeting 32 gave a quote of \$42,000 for 30 individuals. C. Harris spoke to Firematic and got a quote of \$23,332. Shelter Island and Mattituck both use this system. It is for bail out rope system, the harness that is put on your pants, and initial training for the individuals. W. Jensen asked if once we approve it will we need a line item to update this- are the ropes single use? Cliff Harris said that if it is used in a fire, he doubts it would be used again. W. Jensen just wanted to confirm that the price doesn't include that. C. Harris said that it does not. Warren Jensen said we should do an informal survey of the interior firefighters to see if they are willing to stay an interior with the bail out system. It's a lot of money to spend if not all interiors are willing to do it. C. Harris stated that we will table it for one month while we survey the members because the harnesses are also size specific so we need to do that anyway. W. Jensen asked if there is an annual reoccurring cost. C. Harris said that we need to be trained annually, so if we use them yes. If we want to use Chip, we would have to talk to him about it. W. Jensen asked if we know that Chip meets requirements for the training. 1st Asst Chief James Kalin said that he doesn't think Chip wants to do it because of liability, same reason Suffolk County doesn't offer it.
2. Robert Jester asked where the old metal target we used to use in drills is. Chief Wayde Manwaring said that it should be in storage somewhere, but he isn't sure where. 1st Asst Chief James Kalin said that he doesn't remember seeing it at Station #1 in ages. Chief Manwaring said that when they used to use it, it was pulled out of storage in the Village somewhere.
3. Robert Jester reported that a member is upset that he doesn't see anything in place for people that don't complete required trainings like sexual harassment. He asked if there is a penalty. R. Jester said that the Warden's should really be the ones setting the standards/requirements. 1st Asst Chief James Kalin said that a couple of years ago they sent out a letter saying that they will be removed if they weren't doing trainings. He also said that the members that aren't taking the training are also not showing up so it is kind of a moot point. He asked if the companies were willing to lose 4 or 5 members if it was put into place again. W. Jensen said that he thought it was tied in with the points. Chief Kalin said that they aren't making points so it really doesn't matter anyway. R. Jester said that the member that was upset about it made a good point: what if a person that did not take

the sexual harassment training had someone bring charges against them- they could bring charges against the FD as well. W. Jensen said that there is liability there for allowing that person. It is the departments duty. R. Jester said that in Mattituck if you don't do the required training you get suspended until you do and it is something we should really think about. Mary Bess Phillips asked if The Village leaves it up to GFD to do the training or if the Village is responsible. 1st Asst Chief Kalin said that the Village always left it up to GFD. W. Jensen said that we need to reiterate and let everyone know what the repercussions are for not doing the trainings. We need to have a discussion about it and have it reflected in the minutes. The points are not good enough. N. Corwin said that when the split happens are we taking into consideration the people that are not doing training because they aren't in good standing. W. Jensen said that it is about whatever your company submits. 1st Asst Chief James Kalin said that each member is listed on the point sheet and it is up to the company to decide who is in good standing. Chief Kalin will bring the previous letter to next meeting to show the Board of Wardens.

4. Cliff Harris wanted to give an update on the Milwaukee tool demo. It will take place in August. He doesn't have an exact date yet. There will be battery operated exhaust fans to demo per the Company Officer's request. There should be one here already, two by next week.
5. Cliff Harris also brought up the digital recording program of air packs etc. He has a price from one company, but someone also sent him information on another company where you can tie into Southold PD system where we get real time text messages rather than the texts from the county that come 5 minutes late. He is waiting on a quote from them.
6. C. Harris also mentioned that he talked to the Paratech dealer for air bags. They want to come out and do a demo. The air bags have an expiration date. Wayne Miller mentioned that he spoke to Chip about it and he thinks that they are out of date.
7. C Harris also reported that the large American flag is in disrepair and some of the stars are starting to fall off. He wants to replace it. He has a price of \$897.27. It has the wind slits. It will be 20x30 like the current one. Motion made by J. Milovich, seconded by C. Harris to purchase the flag. Motion carried.
8. C. Harris brought up the ambulance and said there are dents. The new ambulance has a dent on the chrome strip, the rear bumper is messed up,

- etc. He asked if any of this would be getting repaired. He asked if there was a deductible. Neither of the Chief's knew if there was a deductible. C. Harris said the newest ambulance should really be repaired.
9. Warren Jensen read a part of the bylaws article 2 under membership. Mandatory annual courses must be completed by July 1st of each year. It does not say what the penalty would be for not completing required training.
 10. C. Harris said that he called the salesman and asked how the price of the Chief's Car would be so low. He said that he wasn't charging us for all of the extras, we are good customers, and he isn't making any money on the car. Chief Manwaring said that they knew that, he called them himself and he told them that as well.
 11. Norma Corwin asked if there was a policy about responding to calls in a personal vehicle when they're passing the FD. Chief Manwaring said that there is no policy on that, but he talked to that member already. She said that the ambulance sits there waiting for a crew and they pass in their own vehicle- if it isn't a policy we should consider making it one.
 12. N. Corwin also mentioned that we have two ambulances and a certified first responder that has supplies that needs to be checked for expiration dates. She asked who is responsible for that. Chief Manwaring said that it is Mike Richter. She said that she found expired supplies. This issue needs to be visited before we find ourselves being inspected and shut down.
 13. 1st Asst. Chief James Kalin said that GFD is 84 calls ahead of last year. 52 calls ahead of our busiest year which was 2018. Warren Jensen asked if it has been steady or if it was an influx over the last month or two. Chief Kalin said that we've been seeing it since January. He is pretty sure we will break 900 at this point.
 14. John Grilli reported that he drove past Albertson's and the boat wasn't outside. Chief Manwaring said that it is inside getting worked on. It needed a fuel pump and some other things.
 15. 1st Asst Chief James Kalin asked Standard Hose if they would be meeting on Labor Day. Wayne Miller said he doesn't think so but he will check.
 16. Chief Manwaring mentioned that a member brought up the Polaris ATV to him and wants to move forward with it as a sole vendor. W. Jensen said that he is not a sole source vendor, you can buy them anywhere. 1st Asst. Chief James Kalin said that it is possible that he might be the only local one that does it and he can write up a letter.

17. Chief Manwaring said that the Dept Picnic will be September 5th at Station #1.
18. Chief Manwaring said that at the Company Officer's meeting the automatic alarms were brought up again. He said that they want to change all Commercial automatic alarms to Chief's investigations with no points. 1st Asst. Chief James Kalin said he isn't sure how that would work- how do you know when it's a life safety issue. How do you define a commercial automatic alarm? Is the hospital, Peconic Landing, or hotels commercial alarms- those are huge life safety issues. He also mentioned that there are apartments over the restaurants as well. He rather have a crew on the way to the fire house rather than finding out there truly is a fire and having to call for a signal 13. W. Jensen asked where the frustration is stemming from. 1ST Asst Chief James Kalin said that they are tired of coming to the fire house and not going anywhere. Joseph Milovich said things should be kept the same because you never know when there is an actual fire. Cliff Harris said that it is a morale problem with the young members not letting them go through the process. Chief Manwaring suggested going back to taking the trucks out on Sundays and going driving with the young members. W. Jensen suggested that whenever we can let an engine respond signal 4 while the investigation is going on.
19. Chief Manwaring reported that him and 2nd Asst Chief Albie did a walk through with PSEG at the Hawkeye plant. They want another walk through with the whole department.
20. Chief Manwaring also said that they are looking to put electrical storage batteries where the waste scavenger plant was. Mary Bess Phillips said that it is for electricity storage. W Jensen asked if they would be leasing property from the Village. Mary Bess Phillips said the Village would be receiving rent money and they will also get some percentage of electrical output. A buffer would be put around it. They want to make sure the FD feels comfortable with it. She said that this will run a line from the scavenger waste plant along Moore's Lane to the hook up. Marry Bess Phillips said that she thinks that the batteries would be storing power from whatever the peaking plant creates. W. Jensen said his question would be when would they be in use: only during the peaking or the peaking surplus is going to the batteries and the batteries will supply the grid 24 hours a day? Mary Bess Phillips said that it is her understanding that it will only be when they need the extra energy.

21. Wayne Miller asked what that status is of the solar power for the fire house. Mary Bess Phillips said that it is all in the works, she is not sure if they will get a status report on it tomorrow since the work session was pushed off a week.
22. Chief Wayne Manwaring said that the tire company checked the trucks. 8-3-1 needs 4 tires for \$1,900. 8-3-15 needs 6 tires for \$3,196. 8-3-5 needs all tires for \$5,930 and 8-3-2 needs 6 for \$3,809. All the tires are either out of date or in bad shape. The Board discussed getting all tires replaced. W. Jensen suggested staggering some of them so that they aren't all due at the same time. Motion made by Cliff Harris, seconded by Wayne Miller, to purchase new tires for 8-3-1 and 8-3-15. Motion Carried.
23. Motion made by Wayne Miller, seconded by Joseph Milovich to purchase the refurbished repeater. Motion carried.

READING OF THE MINUTES

Motion by Wayne Miller, seconded by Joseph Milovich, to dispense with the reading of the minutes of tonight's meeting. Motion carried.

ADJOURMENT

Motion by Warren Jensen, seconded by Peter Harris, to adjourn. Motion carried. The meeting was adjourned at 8:55pm.

Submitted by,

Rebecca J. Jensen

Recording Secretary

GREENPORT FIRE DEPARTMENT
TREASURERS REPORT

06/17/2021 thru 07/21/2021

GENERAL FUND		<u>beginning balance</u>	\$ 6,478.89
	<u>expenditures</u>	gas-Syracuse trip	- \$40.00
		lodging - Syracuse trip	- \$685.40
		gas - Syracuse trip	- \$85.50
		Hellenic Snack after fireschool	- \$142.40
		Dunkin D. - fire train. Refresh.	- \$78.13
	<u>receipts</u>	NYS 2% insurance	+ \$32,232.98
		Town of Southold 2% ins.	+ \$16,307.48
		<u>ending balance</u>	<u>\$53,987.02</u>

WOODS TRUST	<u>balance unchanged</u>	<u>\$10,592.43</u>
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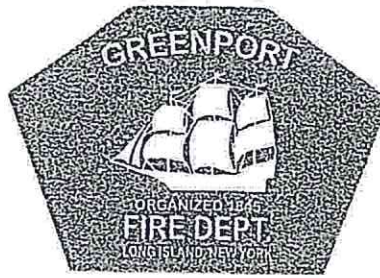
MEMORIAL FUND	<u>beginning balance</u>	\$930.35
	<u>receipts</u>	in memory of Tony Corazzini
		+ \$200.00
	<u>ending balance</u>	<u>\$1,130.35</u>

MAY MILE FUND	<u>balance unchanged</u>	<u>\$ 19,195.83</u>
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WASH. B'DAY FUND	<u>balance unchanged</u>	<u>\$1,833.46</u>
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RESCUE SQUAD 2% FUND	<u>balance unchanged</u>	<u>\$1,789.48</u>
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 1ST ASST CHIEF JAMES KALIN
 2ND ASST CHIEF ALAIN DeKERILLIS
 CHAPLAIN FRANK MUSTO
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Greenport Fire Department Monthly Report For the Month of July, 2021

Number of calls this month: 115

Number of Calls to Date for 2021: 551

Breakdown of calls by signal numbers:

9 (stand-by):	1
12 (brush fire):	0
13 (auto alarm, smoke, etc.):	24
13-35 (working structure fire):	0
14 (vehicle fire):	0
16 (ambulance/rescue):	78
16-23 (mva, water rescue, misc.):	5
16-59 (routine transport):	0
23 (co detector, medi-vac):	7
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; misc., water rescue):	0
26 (boat fire):	0

Breakdown of calls by location

Incorporated Village:	54
East/West Protection District:	61
Other:	0

Greenport FD August 2021

Duty Companies 8-3-1 & 8-3-4 First due on Sig. 24's = 8-3-4
 Office 631.477.1943 FAX 631.477.4012 gfdfire@optonline.net gfdsec@optonline.net

Sun	Mon	Tue	Wed	Thu	Fri	Sat						
1	2 RELIEF HOSE mtg STANDARD HOSE mtg	3 EAGLE HOSE mtg	4	5	6	7						
8	9 STAR HOSE mtg	10 RESCUE SQUAD mtg 7PM FINANCE COMM. mtg 7:30PM	11 PHENIX H&L mtg	12 DEPT. TRAINING Sta #1 7pm Forcible Entry plus	13	14						
15	16 Dept. Physicals (only date this month)	17 Fire Police mtg. Sta. #1 6pm	18 WARDENS mtg 7pm	19	20	21 STANDARD HOSE Chicken Bar-B-Q						
22	23	24 TOOL DEMO Sta #1 (-pm)	25	26	27	28						
29	30 CME class 7pm Sta #1	31	<table style="width: 100%; border: none;"> <tr> <td style="width: 16.6%;"></td> <td style="width: 16.6%; text-align: center;">Chief Wayde Manwaring 631.644.5430</td> <td style="width: 16.6%; text-align: center;">1st. Ass't. Chief Jim Kalin 631.466.5294</td> <td style="width: 16.6%; text-align: center;">2nd. Ass't. Chief Alain DeKerillis 631.208.7506</td> <td style="width: 16.6%;"></td> <td style="width: 16.6%;"></td> </tr> </table>					Chief Wayde Manwaring 631.644.5430	1st. Ass't. Chief Jim Kalin 631.466.5294	2nd. Ass't. Chief Alain DeKerillis 631.208.7506		
	Chief Wayde Manwaring 631.644.5430	1st. Ass't. Chief Jim Kalin 631.466.5294	2nd. Ass't. Chief Alain DeKerillis 631.208.7506									

Important future events listed on reverse side !!

	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	Z
1																										
2	Greenport Fire Department period ending July 31, 2021																									
3																										
4																										
5	Aguilera, Hermogenes	L	37	27	%	25	5	1.2	%	0	1	2	4	8	0	0	3.75	5	48.75							
6	Barszczewski, Joseph	W	7	5.1	%	0	14	3.4	%	0	0	14	8	3	0	0	8	5	38							
7	Birmingham, Kenneth		0	0	%	0	1	0.2	%	0	0	4	3	3	0	0	0	5	15							
8	Breese, Harry	D	40	29	%	25	5	1.2	%	0	0	6	8	3	0	0	3	5	50							
9	Britt, Harley		3	2.2	%	0	4	1	%	0	0	1	0	0	0	0	0	5	6							
10	Buchanan, Shawn		22	16	%	25	4	1	%	0	0	3	6	1	2	0	0	0	37							X
11	Bumble II, Charles	T	0	0	%	0	3	0.7	%	0	0	5	0	0	0	0	5	5	15							
12	Bumble, Samantha		1	0.7	%	0	3	0.7	%	0	0	6	1	3	0	0	0	5	15							
13	Butler, Michael		54	39	%	25	11	2.7	%	0	0	7	6	4	0	0	0	5	47							
14	Capon, George		65	47	%	25	147	36	%	25	0	9	15	10	0	0	0	5	89							
15	Carey, Patrick		10	7.3	%	0	7	1.7	%	0	0	6	3	4	1	0	0	5	19							
16	Carrig, Melinda		0	0	%	0	0	0	%	0	0	0	0	0	0	0	0	5	5							
17	Charters, Gary		2	1.5	%	0	2	0.5	%	0	0	2	2	3	0	0	0	5	12							
18	Clark III, Henry		1	0.7	%	0	0	0	%	0	0	0	1	0	0	0	0	5	6							
19	Clark, James	S,T	32	23	%	25	5	1.2	%	0	1	7	3	3	0	0	10	5	54							

maximum points in category

C19 category = COVID-19 pandemic points

	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	Z
		elect/app	# Fire	%	pts	# EMS	%	pts	%	pts	st/by	mtgs	misc	train	drill	pos(dis)	C19	points	phys	haz	bb	wp/sh	yap			
4	Clark, Jeffrey		42	31	%	25	2	0.5	%	0	0	8	9	11	0	0	5	58		X	X	X				
20	Corazzini, Jeffrey		0	0	%	0	0	0	%	0	0	0	0	0	0	0	5	5								
21	Corazzini, Warren		2	1.5	%	0	0	0	%	0	0	1	3	0	0	0	5	9	X							
22	Corwin, Everett		59	43	%	25	141	34	%	25	0	7	8	5	0	0	5	75	X	X	X	X				
23	Corwin, Norma	W,C	37	27	%	25	156	38	%	25	3	16	12	11	3	10	5	110	X	X	X	X	X	X	X	
24	Corwin, Robert E.	C,(L),D	34	25	%	25	151	37	%	25	2	11	12	8	2	10.25	5	100.3	X	X	X	X	X	X	X	
25	Corwin, Robert J.		43	31	%	25	156	38	%	25	2	7	11	8	3	0	5	86		X	X	X	X	X	X	
26	Corwin, Scott		34	25	%	25	7	1.7	%	0	0	6	5	3	0	0	5	44	X	X	X	X	X	X	X	
27	Costas, Tom		7	5.1	%	0	32	7.8	%	0	0	1	2	3	0	0	5	11		X	X	X	X	X	X	
28	Creedon, Daniel	S	83	61	%	25	273	67	%	25	2	10	10	4	0	5	5	86		X	X	X	X	X	X	
29	Creighton, Ryan		3	2.2	%	0	2	0.5	%	0	0	0	0	1	0	0	0	1								
30	DeFrancesco, James	L	18	13	%	25	26	6.3	%	0	0	9	9	3	0	5	5	56		X	X	X	X	X	X	
31	De Kerillis, Alain	CH	71	52	%	25	192	47	%	25	0	20	12	20	2	25	5	134		X	X	X	X	X	X	
32	Detrick, Gary		2	1.5	%	0	0	0	%	0	0	2	3	0	0	0	5	10								
33	Diaz, Juan		13	9.5	%	0	6	1.5	%	0	0	6	7	13	0	25	5	56								
34	Ellis, Scott		2	1.5	%	0	15	3.7	%	0	0	1	0	3	0	0	5	9		X	X	X	X	X	X	
35	Ferguson, Peter		15	11	%	25	7	1.7	%	0	1	3	4	3	0	0	5	41	X	X	X	X	X	X	X	
36	Ferrari, Dakota		0	0	%	0	0	0	%	0	0	0	0	0	0	0	5	5								

	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	Z
		elect/app	# Fire	%	%	pts	# EMS	%	pts	pts	st/by	mtgs	misc	train	drill	pos(dis)	C19	points	phys	haz	bb	wp/sh	yap			
4																										
38	Fiourilli, Michael		35	26	%	25	3	0.7	0	0	0	7	4	8	0	0	0	5	49	X	X	X				
39	Flora, Michael	(L)	1	0.7	%	0	0	0	0	0	0	0	0	0	0	1.25	5	6.25								
40	Fogarty, Jonathan		0	0	%	0	0	0	0	0	0	3	1	0	0	0	0	4								
41	Golden, Danielle		0	0	%	0	0	0	0	0	0	0	0	0	0	0	5	5								
42	Grattan, Timothy		12	8.8	%	0	4	1	0	0	0	3	0	3	0	0	5	11		X	X					
43	Gray, Sally Anne	L	29	21	%	25	104	25	25	25	2	5	4	9	2	6	5	83	X	X					X	
44	Grilli, Jared		0	0	%	0	0	0	0	0	0	0	0	0	0	0	5	5								
45	Grilli, Jennifer	L	0	0	%	0	0	0	0	0	0	4	2	0	0	3.75	5	14.75	X							
46	Grilli, John	W	1	0.7	%	0	3	0.7	0	0	0	14	4	0	0	8	5	31	X							
47	Hamilton Jr., Robert	D	72	53	%	25	27	6.6	0	0	0	8	8	5	1	3	5	55		X	X					
48	Hanold, Christopher	C	17	12	%	25	21	5.1	0	0	1	7	11	5	0	8	5	62		X	X				X	
49	Hanold, Christopher, Jr.		0	0	%	0	0	0	0	0	0	1	0	0	0	0	5	6								
50	Harris, Cliff	C,W	10	7.3	%	0	4	1	0	0	0	3	4	3	0	14	5	29		X	X					
51	Harris, Peter	L,T,D(W)	58	42	%	25	14	3.4	0	0	0	12	12	3	0	15	5	72	X	X	X					
52	Harvey, Russell		24	18	%	25	12	2.9	0	0	0	3	1	3	0	0	5	37	X	X	X					
53	Hollid, Scott	W	24	18	%	25	4	1	0	0	0	13	9	0	0	8	5	60								
54	Hubbard Jr, George		9	6.6	%	0	3	0.7	0	0	0	6	8	3	0	0	5	22		X	X					
55	Hughes, Colleen	S	21	15	%	25	41	10	25	25	0	12	7	9	0	6	5	89	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	Z
	elect/app	# Fire	%	pts	# EMS	%	pts	pts	pts	st/by	migs	misc	train	drill	pos(dis)	C19	points	phys	haz	bb	wp/sh	yap			
4																									
56	Huzsek, Andrew H	82	60	25	18	4.4	0	0	0	7	8	4	1	0	5	50	X	X	X	X	X				
57	Hydell, Carol	22	16	25	19	4.6	0	0	0	2	9	6	0	10	5	63	X	X	X	X	X	X	X	X	
58	Hydell, Charles	30	22	25	18	4.4	0	0	0	2	7	7	6	2	5	54		X	X	X	X	X	X	X	
59	Jensen, Warren	26	19	25	7	1.7	0	0	0	1	11	6	4	8	5	60	X	X	X	X	X	X	X	X	
60	Jester, Robert	0	0	0	7	1.7	0	0	0	0	13	12	8	6	5	44		X	X	X	X	X	X	X	
61	Jimenez, Susano	0	0	0	0	0	0	0	0	0	2	0	3	0	5	10		X	X	X	X	X	X	X	
62	Jobs, Craig	80	58	25	166	40	25	25	25	2	8	3	10	2	3.75	5	83.75		X	X	X	X	X	X	X
63	Johnson, Craig	38	28	25	102	25	25	25	25	1	8	3	5	0	7.25	5	79.25		X	X	X	X	X	X	X
64	Kalin, James	116	85	25	285	70	25	25	25	1	20	13	10	1	25	5	125	X	X	X	X	X	X	X	X
65	Luke, Alexander	65	47	25	29	7.1	0	0	0	0	8	10	12	0	0	5	60		X	X	X	X	X	X	X
66	Manwaring, Julia	53	39	25	68	17	25	25	25	2	12	9	11	0	0	5	89		X	X	X	X	X	X	X
67	Manwaring, Wayde	112	82	25	176	43	25	25	25	2	20	15	14	0	25	5	131		X	X	X	X	X	X	X
68	Marzewski, Macy	7	5.1	0	1	0.2	0	0	0	1	8	11	10	0	0	5	35		X	X	X	X	X	X	X
69	Martocchia, Jerome	7	5.1	0	17	4.1	0	0	0	0	4	2	3	0	0	5	14	X	X	X	X	X	X	X	X
70	Melly, Megan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	5								
71	Miller, Wayne	19	14	25	2	0.5	0	0	0	0	14	8	5	0	8	5	65		X	X	X	X	X	X	X
72	Mills, William, III	1	0.7	0	0	0	0	0	0	0	3	1	0	0	0	5	9								

	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	Z
		elect/app	# Fire	%		pts	# EMS	%	pts		pts	st/by	migs	misc	train	drill	pos(dis)	C19	points	phys	haz	bb	wp/sh	yap		
4																										
73	Milovich Jr., Joseph	W	37	27%	25	6	1.5%	0	1	12	7	0	0	0	0	0	8	5	58	X						
74	Morris, Gregory		10	7.3%	0	0	0%	0	0	0	4	0	0	0	0	0	0	5	9							
75	Musto, Francis	S, Ch	71	52%	25	179	44%	25	0	14	14	7	1	1	10	5	101	5	101	X	X	X				
76	Myslborski, Henry		0	0%	0	0	0%	0	0	0	0	0	0	0	0	0	0	5	5							
77	Myslborski, Linda		3	2.2%	0	12	2.9%	0	1	2	0	25	0	0	0	0	0	5	33		X	X				
78	Narkiewicz, Piotr		50	36%	25	169	41%	25	0	5	8	3	0	1	5	72	5	72	X	X	X					
79	Nedoszytko, William	S	0	0%	0	0	0%	0	0	6	3	0	0	0	5	19	5	19	X							
80	Nyce, David	C	89	65%	25	162	40%	25	0	15	14	11	3	8	5	106	5	106	X	X	X	X				
81	O'Brien, Michael		31	23%	25	3	0.7%	0	0	5	2	7	1	0	5	45	5	45								
82	Piel, Jeffrey		0	0%	0	0	0%	0	1	4	0	0	0	0	5	10	5	10								
83	Pirillo, James A.		71	52%	25	12	2.9%	0	1	8	9	6	1	0	5	55	5	55		X	X	X				
84	Pope, George		14	10%	25	17	4.1%	0	1	3	1	4	0	0	5	39	5	39		X	X	X				
85	Purcell, Bernard		132	96%	25	188	46%	25	1	6	10	9	1	0	5	82	5	82		X	X	X				
86	Purcell, Ryan		2	1.5%	0	0	0%	0	0	3	0	3	0	0	5	11	5	11			X	X				
87	Quillin, Michael	D	33	24%	25	3	0.7%	0	1	9	12	14	0	3	5	69	5	69		X	X	X				
88	Raynor, Dale		45	33%	25	14	3.4%	0	1	7	8	8	0	0	5	54	5	54		X	X	X				
89	Reed, Taylor		44	32%	25	128	31%	25	2	14	13	8	1	0	5	93	5	93		X	X	X				
90	Reiss, Helen	C	59	43%	25	161	39%	25	0	12	9	4	1	8	5	89	5	89		X	X	X				

points as of July 31, 2021

	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	Z	
4		elect/app	# Fire	%	pts	# EMS	%	pts	st/by	mtgs	misc	train	drill	pos(dis)	C19	points	phys	haz	bb	wp/sh	yap						
91	Rempe Jr, Fred		16	12	25	68	17	25	0	2	3	3	0	0	5	63		X	X	X							
92	Richter, Michael	T,T	23	17	25	78	19	25	0	11	3	4	0	10	5	83	X	X	X	X							
93	Robins, William		33	24	25	4	1	0	1	7	9	9	0	25	5	81											
94	Rosa, Lisa		14	10	25	5	1.2	0	0	8	4	5	0	0	5	47	X	X	X	X							
95	Ruffner, William		0	0	0	0	0	0	0	1	1	0	0	0	5	7											
96	Rung, Rosalie	L	9	6.6	0	83	20	25	0	5	1	3	0	6	5	45		X	X								
97	Rutkowski, Stephen	L,D	75	55	25	198	48	25	1	13	10	9	1	8.75	5	97.75		X	X	X							
98	Sieban, Edward	T,(W)	0	0	0	0	0	0	0	4	2	3	0	3.25	5	17.25		X	X	X							
99	Skrezeec, John		12	8.8	0	1	0.2	0	0	3	2	0	0	0	5	10	X										
100	Spanos, James		7	5.1	0	4	1	0	0	5	1	3	0	0	5	14		X	X	X							
101	Staples, Halsey		41	30	25	59	14	0	0	7	2	4	0	0	5	43	X	X	X	X							
102	Strickland, Samuel	L,D	44	32	25	152	37	25	0	12	12	25	3	4.5	5	111.5		X	X	X	X					X	
103	Swetland, Jessica		1	0.7	0	1	0.2	0	0	0	0	0	0	0	5	5											
104	Tamin, John		58	42	25	80	20	25	0	7	9	3	0	0	5	74	X	X	X	X							
105	Tejada, Yira		6	4.4	0	13	3.2	0	0	6	1	8	0	1	5	21	X	X	X	X							
106	Thorp, Thomas		21	15	25	7	1.7	0	0	4	2	2	0	0	5	38	X	X	X	X							
107	Trapani, Heather		18	13	25	33	8	0	0	2	3	2	1	0	0	33	X							X			
108	VanEtten, George	D	59	43	25	26	6.3	0	1	6	7	5	0	3	5	52	X	X	X	X				X	X	X	

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
		elect/app	# Fire	%	%	pts	# EMS	%	pts	pts	st/by	mtgs	misc	train	drill	pos(dis)	C19	points	phys	haz	bb	wp/sh	yap			
109	Verity, Michael		0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	5	6	X						
110	Verley, Joseph, Jr.		0	0	0	2	0.5	0	0	0	0	5	2	0	0	0	5	12								
111	Volinski, Antone, III	W	16	12	25	115	28	25	0	25	0	12	4	4	0	8	5	83	X	X	X	X				
112	Volinski, Darryl		11	8	0	28	6.8	0	0	0	0	2	3	6	0	0	5	16		X	X	X				
113	Walters, Joseph		0	0	0	0	0	0	0	0	0	3	1	8	0	0	5	17	X	X	X	X				
114	Weingart, Jeffrey		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0								
115	Zaymayar, Elias	L	72	53	25	21	5.1	0	1	9	10	7	2	7	2	5	5	64		X	X	X	X	X		
116	Zurek, Gregory		20	15	25	4	1	0	0	7	4	10	0	0	0	0	5	51		X	X	X	X			
117	Zurek Jr, Stanley		17	12	25	2	0.5	0	0	7	2	3	0	0	0	0	5	42	X	X	X	X	X			
118																										



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

TREASURER
ROBERT BRANDT
EXT. 217

Submitted: August 11, 2021
Meeting: August 19, 2021 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

August 19, 2021

Administrator's Office

Statistics

Work Orders:

Electric = 54 Written 42 Completed
Water = 20 Written, 20 Completed
Sewer = 55 Written, 55 Completed
Road = 93 Written, 93 Completed

Reports

❖ DOH-360: This is a monthly report for bacteriological presence and residual chlorine levels, it was sent on 7-09-2020. 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 7-19-2020.

Discussion

- Ferry Queue Re-Design update
- Microgrid Project Update
- Effluent Reuse EFC Status Update
- Safe Harbor Sewer Connection

Resolutions

- Net Metering
- New Tower Tenant

Road/Water Department

Statistics

Water Distribution:

12,179,000 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 = 0.60 mg/L

Third Street Firehouse - Kitchen Sink
Total Coliform = Absent
E Coli = Absent
Residual Chlorine = 0.65 mg/L

The form, DOH-360, was filed with the DOH on July 9, 2021 with the above results.

Report

Tasks Accomplished:

- ❖ Did all normal highway tasks.
- ❖ Performed water machine maintenance.
- ❖ Performed bi-weekly G-44 maintenance.
- ❖ Installation of signs and parking spots 6th beach.
- ❖ Continuation of late afternoon garbage runs on weekends.
- ❖ Relocated new garbage cans at Mitchel Park and throughout the village.
- ❖ Trimmed limbs at Arcade parking lot.
- ❖ Checked mooring field and inspected moorings.
- ❖ Storm prep for tropical storm on 7/9/21
- ❖ Helped electrical department remove trees from storm on Inlet Drive, Moores Lane and South Street.
- ❖ Blocked Front and 1st street due to flooding because of storm.
- ❖ John assisting Mitchel Park on weekends.
- ❖ Sent G-9 to Talbot for repairs.
- ❖ Brought A/C's from Home Depot and installed them at village hall.
- ❖ Brought a new weedwhacker from Home Depot.
- ❖ Grinded sidewalks throughout village.
- ❖ Removed couch from 3rd street.
- ❖ Removed a couch from 3rd street
- ❖ Weeded and mulched 4th street drains.
- ❖ Patched throughout the village.
- ❖ Installed more sand and mulched 3rd street park.
- ❖ Removed bamboo from transfer station to the dumps.
- ❖ Installed warning light on G-36.



Sewer Department

Flow and Sampling:

The plant continues to run well, exceeding DEC permit requirements.
Total plant flow for the month of July = 11,133,000 Gallons
Average Daily Flow = .359 (MGD) Permit Limit = .650 MGD
Total Suspended Solids percent removal (TSS) = 97% Permit Limit = 75%
CBOD percent removal = 99% Permit Limit = 75%
Coliform Fecal General = 25.4 MPN. Permit limit 200 MPN/100
Coliform Total General = 124 MPN. Permit limit 700 MPN/100
Total Nitrogen = 4.1 LBS/day

Sludge Removal:

0 Gallons of sludge hauled in July

Report

❖ Treatment Plant:

SCHD Inspection

Cleaned auger in Huber Headworks screen

Cleaned and greased UV system

❖ Collection System:

Responded to report of backup downtown- Jet rodded under Lucharito's

Manholes #152,153,154,159 Replaced with sealed locking style covers

Troubleshoot pump failure at Central Station- found bad circuit breaker in panel, replaced

Responded to complaint of sewer backup on 6th St.- No issue

Responded to complaint of sewer backup at Greenporter Hotel- No issue

Electric Department

Statistics

Monthly Power Usage:

Maximum usage day = July 17 @ 145.582 Mwh

Minimum usage day = July 4 @ 89.136 Mwh

Peak demand for the month = 7.756 MW July 16, 3:45 pm

Monthly total usage = 3,563.915 Mwh

Service calls/call outs = 5

Street light repairs = 8

Customers shut off for nonpayment = 0

Customers turned on for payment = 0

Customers turned on for the season = 0

New Services = 0

Tasks Accomplished:

- ❖ Semi-annual Suffolk County Health department inspection of plant for storage and monthly inspection records. Passed with minor issues.
- ❖ Responded to 200 Front Street, flickering light call, internal problem, required an electrician.
- ❖ Yearly inspection of department trucks, for ANSI, Dielectric testing, NY State inspection, and servicing of the trucks. Also required a field service call from Altec service to repair G-24.
- ❖ Installed 3 LED streetlights of different wattages, for review. Locations are 516 Fifth St., 329 Front St and The Southwest conner of Front and Main streets.
- ❖ Responded to flickering light calls, most were bad connectors, one required a span of triplex wire be replaced.
- ❖ During Tropical storm Elsa, Circuit 1 and 2 tripped off, caused by trees falling on wires, pulled a service drop off a pole. By midafternoon all power was restored.
- ❖ Replaced several breakers and outlets at the marina, and campground.
- ❖ Replaced the breaker for one of the pumps at the Center St lift station.
- ❖ Replaced the pre-amp for the music system in the park.
- ❖ Assisting with install of the new WIFI system at the marina, ran new cables, and installed antenna mast.

Attachments:

Greenport Meter 7-2021 (PDF)

Total Usage: 3,563,915.0000 KWH
 Peak Demand: 7756.00 KW
 Occured On: Jul 16 2021 15:45
 Load Factor: 61.76%
 Date Start: Thursday, July 1, 2021
 Date End: Saturday, July 31, 2021

Period Ending	KWH
7/1/2021	119,115.00
7/2/2021	103,485.00
7/3/2021	89,227.00
7/4/2021	89,136.00
7/5/2021	97,622.00
7/6/2021	113,771.00
7/7/2021	124,501.00
7/8/2021	113,625.00
7/9/2021	115,351.00
7/10/2021	116,943.00
7/11/2021	108,610.00
7/12/2021	113,194.00
7/13/2021	96,297.00
7/14/2021	113,065.00
7/15/2021	129,270.00
7/16/2021	143,730.00
7/17/2021	145,582.00
7/18/2021	135,363.00
7/19/2021	114,097.00
7/20/2021	118,430.00
7/21/2021	116,359.00
7/22/2021	109,814.00
7/23/2021	115,057.00
7/24/2021	114,568.00
7/25/2021	109,685.00
7/26/2021	125,137.00
7/27/2021	124,647.00
7/28/2021	114,861.00
7/29/2021	112,835.00
7/30/2021	119,054.00
7/31/2021	101,484.00



236 THIRD STREET
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EXT. 205

TREASURER
ROBERT BRANDT
EXT. 217

Submitted: August 11, 2021
Meeting: August 19, 2021 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

Building

Work Session Report for Building Department & Enforcement

August 19, 2021

Office of Code Enforcement & Fire Prevention Reports

- ❖ Code Enforcement continues to patrol the Village and respond to complaints.
- ❖ Occupancy Checks in Public Places of Assemblies are being conducted to ensure fire code compliance.
- ❖ Officer Bolanos has been registered for required NYS Code Enforcement training courses.

NOTES & TIPS:

Please ensure you pay attention to parking regulations when parking.

Code Enforcement Report is attached.

Building Permit Report is attached.

Traffic Enforcement Statistics Report is attached..

Attachments:

July 2021 Building A (PDF)
July 2021 CODE A (PDF)
July 2021 TRAFFIC A (PDF)

Village of Greenport



PERMIT REPORT
July 1 2021 - July 31, 2021

Permit Number	Permit Date	Type	Parcel ID	LegalAddress	Status
02875	07/19/2021	Alterations & Repairs	1001-2.-5-23	630 Second Street	O P E N



Village of Greenport Enforcement Report

CODE ENFORCEMENT & FIRE PREVENTION

August 1, 2021,

Monthly Report

Incorporated Village

REPORT COVERING

7/01/2021 through 7/31/2021

LOCATION	DATE	FACTUAL	DISPOSITION
841 Main Street Greenport, New York 11944	7/4/2021 7/6/2021 7/21/2021 7/23/2021	COMPLAINT	Complaint of roosters crowing have been unfounded. Complainant has also contacted Southold Town Police who were also unable to hear or find roosters crowing. Code Enforcement continues to monitor the area.
312 Atlantic Avenue Greenport, New York 11944	7/13/2021	COMPLAINT	Complaint of property maintenance on house unfounded.
232 Third Street Greenport, New York 11944	7/15/2021	Illegal Residency	Property issued Notice of Violation after it was discovered someone was living in a shed. Southold Town Police responded as owner advised person was trespassing.
111 Main Street Greenport, New York 11944	7/15/2021	Appearance Ticket	Property issued appearance tickets for Site Plan Violation.
152 Central Avenue Greenport, New York 11944	7/17/2021	COMPLAINT	Complaint of loud music late at night.
539 Third Street Greenport, New York 11944	7/20/2021	Couch	Couch removed after Notice of Violation issued.
119 Main Street Greenport, New York 11944	7/20/2021	Occupancy Check	Notice of Violation issued after location was observed to be over maximum occupancy.
111 Main Street Greenport, New York 11944	7/20/2021	Occupancy Check	Notice of Violation issued after location was observed to be over maximum occupancy.
212 Front Street Greenport, New York 11944	7/23/2021	COMPLAINT	Complaint of donation table I/F/O location. Retail uses are permitted in the CR district. No building permit is required therefore does not require Planning Board approval.
207 Front Street Greenport, New York 11944	7/24/2021	Fire Watch	Location placed on fire watch due to faulty alarm system. Property has since repaired system and provided documents that system is properly functioning.

LOCATION	DATE	FACTUAL	DISPOSITION
111 Main Street Greenport, New York 11944	7/29/2021	Notice of Violation	Property issued Notice of Violation for failing to obtain HPC approval for foliage wall placed on property.

RENTAL PERMIT INFORMATION

INFORMATION

The following statistics represent the status of rental permits and rental permit violations from January 1, 2018 – August 1, 2021

New Applications/Renewal Applications Received: 262

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

Applications Pending Inspection: 1

Applications Pending Re-Inspection (Corrections needed to be made to rental unit): 0

Applications Completed/Permits Issued: 261



Village of Greenport Enforcement Report

TRAFFIC ENFORCEMENT (PARKING)

August 1, 2021

Monthly Report
 REPORT COVERING
 07/01/2021 through 07/31/2021

Incorporated Village

FINE COLLECTION BY MONTH: 2021

MONTH	No. OF TICKETS PAID	AMOUNT COLLECTED (VIA PLEA OF GUILTY OR COURT RULING)
January	16	\$2,195.00
February	38	\$4,225.00
March	33	\$3,315.00
April	19	\$2,505.00
May	19	\$2,025.00
June	163	\$13,395.00
July	265	\$22,695.00
August		
September		
October		
November		
December		
YTD	553	\$50,355.00

Fine Collection by Violation Type : JULY 2021

VIOLATION	CASE	AMOUNT
OTHER	1	\$75.00
PARKED FACING WRONG DIR.	7	\$625.00
PRKD LONGER THAN PERMITTED SCHD XVI.	190	\$15,050.00
PRKD OBSTR. FIRE HYDRANT	6	\$800.00
PRKD ON VILLAGE ST. DURING SNOW STORM	2	\$350.00
PRKD OUTSIDE OF MARKINGS	10	\$775.00
PRKD WHERE PROHIBITED SCHEDULE XI.	18	\$1,750.00
PRKD. IN HANDICAPPED SCHD. XIX.	4	\$620.00
STOP OR STAND WHERE PROHIBITED SCH. XII.	1	\$75.00
STOP OR STAND WHERE PROHIBITED XIV.	1	\$75.00
STOPPING/PARKING AT CHARGING STATION	3	\$800.00
UNDEFINED	2	\$150.00
UNINSPECTED	1	\$75.00
VEHICLE PARKD OUTSD LINES	19	\$1,475.00
Totals	265	\$22,695.00

TICKETS ISSUED: JULY 2021

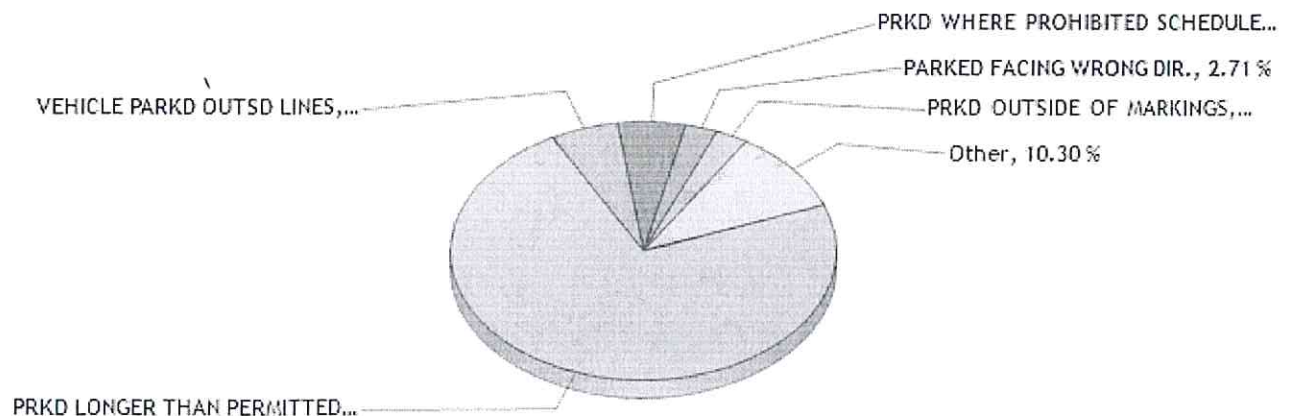
Code	Description	2021	Total
1	VEHICLE PARKD OUTSD LINES	21	21
10	PRKD. IN HANDICAPPED SCHD. XIX.	6	6
11	PRKD OBSTR. FIRE HYDRANT	9	9
13	PARKED ON SIDEWALK	1	1
14	UNREGISTERED	4	4
15	UNINSPECTED	7	7
16	PARKED FACING WRONG DIR.	10	10
18	PRKD OUTSIDE OF MARKINGS	10	10
2	PRKD WHERE PROHIBITED SCHEDULE XI.	21	21
21	OTHER	1	1
24	STOPPING/PARKING AT CHARGING STATION	7	7
4	STOP OR STAND WHERE PROHIBITED SCH. XII.	1	1
6	STOP OR STAND WHERE PROHIBITED XIV.	1	1
8	PRKD LONGER THAN PERMITTED SCHD XVI.	269	269
OTHER	402 1(B) NYS VTL DISTINCTIVE PLATES	1	1
Total		369	369

Top five by Violation Types

PRKD LONGER THAN PERMITTED SCHD XVI.
 VEHICLE PARKD OUTSD LINES
 PRKD WHERE PROHIBITED SCHEDULE XI.
 PARKED FACING WRONG DIR.
 PRKD OUTSIDE OF MARKINGS

These Violations combined represent 89.7% of issuance Village wide.

Frequently Issued Violations





236 THIRD STREET
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TREASURER
ROBERT BRANDT
EXT. 217

Submitted: August 11, 2021
Meeting: August 19, 2021 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

August 19, 2021

Mitchell Park Marina/Parks

- ❖ Carousel is open 9:00 am - 8:00 pm daily for the summer season.
- ❖ Two moorings that were lost are being replaced by Costello Marine Corporation.
- ❖ Mitchell Park has been very busy this season due to relaxed COVID restrictions.
- ❖ The Power Squadrons of Long Island had their annual event at Mitchell Park Thursday, July 29th through Sunday August 1st. All went very well; a great time was had by all.

Monthly Revenue Reports are attached.

Recreation Center

Statistics

Attendance:

Summer Day Camp=91 Children Enrolled

Reports

- ❖ Post-operational inspection from the Department of Health was held on July 28th. The inspector reviewed all mandated documentation, CPR/First Aid Certifications, Safety Plan, Sex Offender Registry, AED machine and required supplies, and completed a full building inspection. The inspector also went to all three sites the campers and counselors were at. The Summer Day Camp remains in 100% compliance with all New York Ste Department of Health guidelines and regulations. All protocols are in place and are strictly enforced.
- ❖ The special events at the library are held three times a week and are going extremely well. The children are enjoying yoga classes, magic shows, animal shows, concerts, puppet shows, Wildlife presentation, etc.
- ❖ 91 campers are enrolled in the summer Day Camp. Not all children come every day.
- ❖ The annual Bike Rodeo was held on July 23rd. A great BIG thank you to Chief Flatley and the Southold Police Officers that took time out of their busy schedules to come to teach a complete Bike Safety Program with the campers. The children had their bicycles checked for safety, including the brakes, the Officers did helmet checks, and ran an obstacle course so each child had a chance to participate. Helmets and water bottles were given to each child. Every child that participated was handed a certificate of completion to the program.
- ❖ The last day of Summer Day Camp is scheduled for August 20th.

Campground

Tasks Accomplished

- ❖ July rent for camp sites is being retrieved.
- ❖ The campground remains busy for the month of July.
- ❖ All payments processed for June.
- ❖ Reservations for future dates continue to be made.
- ❖ Site maps updated.
- ❖ General grounds maintenance continues daily.
- ❖ Bathrooms are cleaned several times a day.
- ❖ Campsites are being cleaned daily.

Attachments:

RECREATION MONTHLY REVENUE REPORT 7-2021 (PDF)



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EXT. 206

TREASURER
ROBERT BRANDT
EXT. 217

Submitted: August 10, 2021
Meeting: August 19, 2021 7:00 PM
Work Session Meeting
To: Mayor George W. Hubbard, Jr.
Board of Trustees
Prepared By: Robert Brandt, *Treasurer*
From: Robert Brandt, *Treasurer*
Department: Treasurer's Department

Treasurer's Report July 2021

Work Session August 2021

REQUEST A MOTION BE PLACED ON THE AGENDA FOR:

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4859 to appropriate reserves to fund the Moore's Lane Paving Project, and directing that Budget Amendment # 4859 be included as part of the formal meeting minutes of the August 26, 2021 Regular Meeting of the Board of Trustees.

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4861 to appropriate reserves to fund the Headworks Screen Repair at the WWTP, and directing that Budget Amendment # 4861 be included as part of the formal meeting minutes of the August 26, 2021 Regular Meeting of the Board of Trustees.

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4862 to appropriate reserves to fund the continuing rental of the Central Pump Station Generator, and directing that Budget Amendment # 4862 be included as part of the formal meeting minutes of the August 26, 2021 Regular Meeting of the Board of Trustees.

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4863 to appropriate reserves to fund engineering services for the WWTP Drainage Improvements Project, and directing that Budget Amendment # 4863 be included as part of the formal meeting minutes of the August 26, 2021 Regular Meeting of the Board of Trustees.

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4867 to appropriate reserves to fund the Ultra Violet System repair at the WWTP, and directing that Budget Amendment # 4867 be included as part of the formal meeting minutes of the August 26, 2021 Regular Meeting of the Board of Trustees.

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4868 to appropriate reserves to fund the CCTV Inspection and High Pressure Jetting of specified Village sewer pipes at Fifth Street and at Front Street, and directing that Budget Amendment # 4868 be included as part of the formal meeting minutes of the August 26, 2021 Regular Meeting of the Board of Trustees.

UTILITY BILLING

Sector 4 billing to be completed and mailed 8/10/21. Billing stats for the month of July to be finished by 8/10/21. Sector one being read, to be completed and mailed by 8/13/21.

COMMUNITY DEVELOPMENT/ HOUSING AUTHORITY

4 recertifications and 3 interims were performed for August 2021.

One current voucher holder will be relinquishing her voucher as she is moving out of state.

3 voucher holders have found rental units. One will be moving in August. Two will be moving in September 2021.

There are now 2 voucher holders looking for units; down from 7 in June 2021

SIGNIFICANT COLLECTIONS

Rents for July 2021 - \$ 66,251.45

Property Tax Collected - through July,2021 - \$ 1,078,392.17

INFORMATIONAL:

Cash Holdings Report - See attached

Utility Billing Statistics Report - See attached

Property Tax Collections Report - See attached

Attachments:

BANK ACCOUNT BALANCES JULY 2021 (PDF)

PROPERTY TAX COLLECTIONS THROUGH JULY 2021 (PDF)

JULY 2021 BILLING STATISTICS REPORT (PDF)

HA FINANCIALS JULY 2021 (PDF)

CD FINANCIALS JULY 2021 (PDF)

BUDGET AMENDMENT # 4859 (PDF)

BUDGET AMENDMENT # 4861 (PDF)

BUDGET AMENDMENT # 4862 (PDF)

BUDGET AMENDMENT # 4863 (PDF)

BUDGET AMENDMENT # 4867 (PDF)

BUDGET AMENDMENT # 4868 (PDF)

**BANK ACCOUNT BALANCES
FOR THE MONTH OF JULY 2021**

FUND	BANK ACCOUNT NAME	G/L ACCT#	TYPE	BALANCE	
A	General	A.0200.000	Checking	101,529.14	
A	Repair & Maintenance	A.0200.400	Checking	93,224.16	
A	Greenhill Cemetery	A.0201.100	Savings	33,618.95	
A	Money Market	A.0201.130	Money Market	2,346,729.30	
A	Fire Apparatus	A.0221.110	Savings	304,576.82	
A	Bulding Department Escrow	A.0235.101	Checking	71,826.59	
A	Parks and Recreation	A.0200.200	Checking	7,401.13	
A	American Rescue Plan	A.0200.415	Checking	113,944.71	
				TOTAL GENERAL FUND	\$ 2,958,906.09
CD	Small Cities Rehab	CD.0200.000	Savings	454.22	
CD	NYS CDBG Funds	CD.0200.400	Public Funds Acct	226.21	
				TOTAL COMMUNITY DEVELOPMENT	\$ 680.43
E	Light Fund	E.0121.100	Checking	169,694.22	
E	Light Depreciation Savings	E.0116.100	Savings	2,627,337.81	
E	TTC Collections	E.0121.120	Savings	231,271.06	
E	Renewable Energy Savings	E.0121.130	Savings	110,072.40	
E	Consumer Deposit Savings	E.0191.100	Savings	129,978.85	
E	Consumer Deposit Checking	E.0244.200	Checking	4,928.07	
				TOTAL LIGHT FUND	\$ 3,273,282.41
F	Water	F.0200.000	Checking	506,104.20	
F	Water Fund Capital	F.0200.400	Savings	8,389.86	
F	Water Fund CD (MM)	F.0201.000	Money Market	203,289.23	
F	Water Fund Money Market	F.0201.130	Money Market	386,351.95	
					\$ 1,104,135.24
G	Sewer	G.0200.000	Checking	521,070.69	
G	NYS DEC Consent	G.0201.000	Savings	31,509.70	
G	Sewer Fund I	G.0201.100	Money Market	364,380.67	
G	Sewer Fund III	G.0201.120	Money Market	1,380,841.50	
G	NYSEFC	G.0205.000	Checking	185,851.61	

G	Sewer Wastewater	G.0220.110	Savings	12,169.56	
G	NYSERDA	G.0525.000	Checking	111.01	
					TOTAL SEWER FUND \$ 2,495,934.74
H	Capital	H.0200.000	Checking	287,042.66	
H	Capital Reserve	H.0200.400	Savings	49,651.12	
					TOTAL CAPITAL FUND \$ 336,693.78
TA	Trust & Agency	TA.0200.000	Checking	47,203.48	
TA	Retirement Savings	TA.0201.000	Savings	49,003.77	
TA	WWI Memorial Trust	TA.0201.001	Savings	731.32	
TA	T & A Special Escrow	TA.0201.002	Savings	6,605.84	
TA	Justice Court	TA.0201.004	Savings	4,794.91	
TA	Global Common	TA.0201.009	Savings	271,643.30	
TA	Basketball Court Donations	TA.0600.101	Checking	1,992.00	
TA	Tree Committee	TA.0600.102	Checking	4,678.23	
TA	Summer Day Camp Donations	TA.0600.103	Checking	1,200.00	
TA	Recreation Center Donations	TA.0600.104	Checking	21,289.98	
TA	Friends of Fifth Street	TA.0600.106	Checking	113.00	
TA	American Legion Bldg	TA.0600.107	Checking	200.00	
TA	Fifth Street Rehab	TA.0600.120	Checking	20,356.00	
TA	Carousel Committee	TA.0600.113	Checking	13,311.94	
TA	Accounts Payable	TA.0202.000	Checking	809,998.62	
					TOTAL TRUST & AGENCY FUND \$ 1,253,122.39
	Wire Account			300.31	
	Utility Clearing			205,378.67	
					\$ 205,678.98
					TOTAL VILLAGE WIDE \$ 11,628,434.06

VILLAGE OF GREENPORT

Payment To 07/31/2021 Report

Grand Totals		Count	Payment Amt	Count	Refunds	Payment Total	Writeoff
BID	MT	103	45,604.77			45,604.77	
SEWER	MT	20	11,036.01			11,036.01	
VILLT		938	1,013,685.44			1,013,685.44	
WATER	MT	21	7,463.70			7,463.70	
Total PRINCIPAL			<u>1,077,789.92</u>			<u>1,077,789.92</u>	
PEN		11	602.25			602.25	
Total PENALTY			<u>602.25</u>			<u>602.25</u>	
Total			<u>1,078,392.17</u>			<u>1,078,392.17</u>	

EOM Billing Statistics Report

Rate# - Description	Bills	Min. Bills	Usage	Charge	Usage	Demand	Contract	PCA	NYSCES	Comm Tax	Res Tax
2 - Electric - Flat Charge	12	0	0	0	0	0	556.16				9.61
9 - Residential (1, 1)	1370	0	1303315	139,214.86	0	0		-10,840.75	6,483.18		3,245.47
10 - Water Heating (2, 2)	12	0	3093	183.49	0	0		-25.72	15.40		4.33
11 - All Electric (3, 3)	362	0	240339	25,813.66	0	0		-1,999.09	1,197.41		642.59
13 - Demand - Class 3 (5, 5)	5	0	504800	28,218.32	953	11,197.75		-4,198.42	2,514.91	969.99	
14 - Village St. Lighting (6, 6)	5	0	36285.675	4,245.54	0	0		-306.78	183.75		
15 - Town St Lighting (7, 7)	1	0	1053.98	121.54	0	0		-8.78	5.26		
18 - Traffic Lights (11, 11)	1	0	1416	146.65	0	0		-11.78	7.05		
20 - Contract St Lighting (12, 12)	2	0	148	0.00	0	0					
21 - Sterling Harbor (13, 13)	2	0	1313.5	151.18	0	0		-10.92	6.54	12.66	
3 - Sewer - INSIDE Flat Charge	1752	0	2092388.155	196,895.24	953	11,197.75	556.16	-17,402.24	10,423.50	1,002.24	3,902.00
4 - Sewer - OUTSIDE Flat Charge	34	0	0	1,791.80	0	0					
23 - Sewer - IN VILL 3/4" W/SEWER (14, 14)	1	0	0	83.70	0	0					
25 - Sewer - IN VILL 1" W/SEWER (15, 15)	30	347	6574.9	75,339.40	0	0					
27 - Sewer - IN VILL 1 1/2" W/SEWER (16, 16)	12	9	637.6	7,922.24	0	0					
29 - Sewer - IN VILL 2" W/SEWER (17, 17)	28	3	133.2	1,834.85	0	0					
31 - Sewer - IN VILL 3" W/SEWER (18, 18)	1	1	920.4	13,182.75	0	0					
33 - Sewer - IN VILL 4" W/SEWER (19, 19)	3	1	294.3	4,483.95	0	0					
54 - Sewer - OUTSIDE RES SEWER (50, 50)	80	57	744.7444	15,571.99	0	0					
57 - SPLIT SEWER BILLING (52, 52)	1	0	19	0.00	0	0					
52 - O/S DRIFTWOOD COVE 52	1	1	116.4636	3,276.00	0	0					
53 - O/S DRIFTWOOD COVE 49	1	1	121.178	3,087.00	0	0					
64 - O/S PECONIC LANDING 301	1	0	1430	25,881.00	0	0					
65 - O/S CLIFFSIDE CONDOS-SEWER	1	0	307	5,510.00	0	0					
Sewer Total	1064	423	10699.384	157,909.48	0	0					
Water	32	0	0	901.50	0	0					
22 - RES VILL 3/4" W/SEWER (14, 14)	902	177	6879	35,452.53	0	0					
24 - RES VILL 1" W/SEWER (15, 15)	31	6	740	3,477.29	0	0					
26 - COMM VILL 1 1/2" W/SEWER (16, 16)	13	5	265	1,246.88	0	0					
28 - COMM VILL 2" W/SEWER (17, 17)	31	5	1164	4,902.68	0	0					
30 - COMM VILL 3" W/SEWER (18, 18)	1	1	0	44.46	0	0					
32 - COMM VILL 4" W/SEWER (19, 19)	3	1	418	1,896.00	0	0					
46 - COMM VILLAGE 1 1/2" (42, 42)	1	1	0	44.46	0	0					
47 - COMM VILLAGE 2" (43, 43)	7	0	728	3,049.64	0	0					
48 - RES VILLAGE 3/4" (44, 44)	127	42	1985	9,865.73	0	0					
49 - RES VILLAGE SEWER ONLY (45, 45)	8	0	42	0.00	0	0					
52 - FLAT-FIRE SPRINKLERS (49, 49)	32	0	0	0.00	0	0					
53 - OUTSIDE RES SEWER (50, 50)	77	0	806.604	0.00	0	0					
Water Total	1265	238	13027.604	61,881.17	0	0					
12 - Commercial (4, 4)	366	0	1109266.1	138,821.27	0	0		-9,225.73	5,526.28	10,008.26	
16 - Operating Municipal (6, 6)	34	0	212420	27,041.33	0	0		-1,766.70	1,058.27		
17 - Water Department (9, 9)	2	0	0	34.36	0	0					
18 - Sewer Department (10, 10)	10	0	55743	8,317.64	0	0		-546.78	327.53		
73 - Electric Power Plant	6	0	29412	0.00	0	0					
electric-smal commercial Total	418	0	140784.1	174,205.10	0	0					
Grand Total	4529	661	3323954.243	592,980.99	953	11,197.75	556.16	-28,941.45	17,335.58	11,910.50	3,902.00

Financial Data Schedule - Monthly Revenue & Expenses (HAP REGISTER) - JULY 2021

Account Description	81	TOTAL VOUCHERS	TOTAL HAP, PORT, UTILITIES	86,645.00	233.00	\$	\$	400.00
	Vouchers Leased on last day of month							
REVENUE:								
706 PHA HUD Operating Grants								
706a Admin fee revenues								
711 Interest Earned - HAP								
Interest Earned - ADMIN								
714 Fraud recovery								
700 TOTAL REVENUE	81	81	86,645.00	233.00	\$	\$	400.00	
EXPENSES:								
Administrative								
Auditing fees								
Salaries - Asha (\$26.80), Robert Column								
E, Paul Column F 3 payperiods								
911a Medical								
911b Dental								
911c Pension T4 15.7%, T5 12.9%								
914 Payroll Taxes FICA								
915 Employee Benefit Contribution TOTAL								
917 Nina JG Stewart, Esq								
916 A Gallacher Reimb								
918 A Gallacher Mileage								
916 Office Expenses Total								
910 Administrative Total	77	77	13,821.99	550.00	\$	\$	550.00	
962 Other General Expenses (Office Rent)								
969 TOTAL OPERATING EXPENSES	4	4	14,371.99	550.00	\$	\$	550.00	
970 EXCESS OPERATING REVENUE OVER OPERATING EXPENSES	81	81	72,273.01	783.00	\$	\$	783.00	
973.1 PHA Utility Allowance								
973.2 HAP payments								
PORT payments								
973 (HAP, PORT and UTILITY TOTAL)								
HAP & UTIL less Port payments								
1117-0 Total Admin Revenue								
1117 Net ADMIN								
1118- Total Hap Revenue								
1118-0 Net HAP								
900 TOTAL EXPENSES	81	81	101,016.99	1,331.00	\$	\$	1,331.00	
000 EXCESS (DEFICIENCY) OF TOTAL REVENUE OVER (UNDER) TOTAL EXPENSES	81	81	72,273.01	783.00	\$	\$	783.00	

FDS - 213 Center St & 278 2nd Street Monthly Revenue & Expenses - July 2021

Account Description \$ 4,800.00 50.00

REVENUE: 213 Center 213 Center	REVENUE: 278 2nd Street UNIT 1 - 8124 UNIT 2 - 8327 UNIT 3	HOUSE
\$ 1,125.00	\$ 1,375.00	1,125.00 \$ 1,175.00
\$ 50.00		
TOTAL REVENUE	\$ 1,375.00	\$ 1,125.00 \$ 1,175.00 \$ - \$ 4,850.00

EXPENSES:		
EXPENSES: 213 Center 213 CENTER	EXPENSES: 278 2nd Street UNIT 1 - 8124 UNIT 2 - 8327 8328	HOUSE - 8590 RE/8361 SW
\$ 58.87		\$ 13.98
\$ 64.17		\$ 90.63
Admin		
Salary (\$6.70 X 2 payperiods 140 hrs=\$938.00 divide by 25% and 75%) [\$26.80 x 25%=\$6.70]		
Payment Agreement to Village		
Total	\$ 357.54	\$ 703.50 \$ 938.00 \$ 1,000.00 \$ 1,808.11 \$ 1,808.11

MAINTENANCE: 213 Center 213 CENTER	MAINTENANCE: 278 2nd Street UNIT 1 UNIT 2 UNIT 3	HOUSE
\$ -	\$ - \$ - \$ -	
\$ 357.54		

Maintenance Repairs/Other		
Matituck Enviro Services		\$ 59.49
Pine Oaks Landscaping		\$ 140.00
Total Expenses	\$ - \$ - \$ -	\$ 179.49 \$ 179.49

MONTHLY FINANCIAL SUMMARY		
Interest Earned		
Total Revenue		\$ 3,675.00
Total Expenses		\$ 1,987.60
NET REVENUE		\$ 1,687.40

EXCESS (DEFICIENCY) OF TOTAL REVENUE		
OVER (UNDER) TOTAL EXPENSES	\$ 817.46	\$ 1,687.40

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2022 Period: 8 Trans Type: B2 - Amend Status: Balch
 Trans No: 4859 Trans Date: 08/02/2021 User Ref: ROBERT
 Requested: P. PALLAS Approved: Created by: ROBERT 08/02/2021
 Description: TO APPROPRIATE RESERVES TO FUND THE MOORE'S LANE PAVING PROJECT
 Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	248,643.00
A.8843.900	TRANSFER TO CAPITAL..	248,643.00
H.2816.500	TRANSFER FROM GENERAL..	248,643.00
H.5110.202	MOORES LANE PAVING..	248,643.00
Total Amount:		994,572.00



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

TREASURER
ROBERT BRANDT
EXT. 217

Submitted: August 11, 2021
Meeting: August 19, 2021 7:00 PM
Work Session Meeting
To: Mayor George W. Hubbard, Jr.
Board of Trustees
Prepared By: Debbie Boyle, *Assistant*
From: Debbie Boyle, *Assistant*
Department: Village Clerk Department

Village Clerk August 2021 Work Session Report

VILLAGE of GREENPORT - BOARD of TRUSTEES WORK SESSION

to be presented at the meeting held on August 19, 2021
Report of Sylvia Lazzari Pirillo, Village Clerk

Agreements and Contracts

The contract between the Village of Greenport and Jamie Schott (for the provision of Dances in the Park sound services) was fully executed on the 27th of July.

The contract between the Village of Greenport and Peconic Star Express (for docking at the Railroad Dock) was fully executed on the 29th of July.

The contract between the Village of Greenport and Peconic Star III (for docking at the Railroad Dock) was fully executed on the 29th of July.

Th engagement letter between the Village and BST (for the Electric Audit) was fully executed on August 2, 2021.

Bids and RFP's

The solicitation of bids for the purchase of the John Deere tractor was noticed in the August 12th edition of the paper. Bids are returnable on the 26th of August.

Dances in the Park

Thus far, there were two well-attended events, on the 2nd and 9th of August, and a local student performed as the opening act on the 9th of August.

Employment

The open full-time Maintenance Mechanic II position was noticed in the August 12th edition of The Suffolk Times, and is returnable on the 23rd of August.

There remains an open full-time Senior Office Assistant (Spanish Speaking) position.

Financial

The Village received notification from the NYSOSC that \$ 15,145 total is due to the Village from the Town for the month of June 2021.

Informational

SBELIH is hosting a vaccination event on August 24th from 4 - 7 p.m. Registration is available, but not required. Walk-ins are welcome. The second dose will be administered on September 21st.

Resolution to be voted on this evening

RESOLUTION approving the Public Assembly Permit Application submitted by Ashley Santacroce on behalf of Classy Cab, Inc. for the use of a portion of Fifth Street Beach/Park from 1:00 p.m. through 6:00 p.m. on September 12, 2021 for a "Back to School" event.

Resolutions for the Regular Meeting on August 26, 2021

RESOLUTION authorizing the Village of Greenport to conduct a lottery for five (5) deer hunting permits, by bow and arrow only, as per New York State hunting regulations, in the western portion of Moore's Woods, beginning October 1, 2021.

RESOLUTION approving the attached Site Lease Agreement between the Village of Greenport and DISH Wireless LLC for the lease of approximately 200 square feet of Village-owned property at 75 Washington Avenue for the use and operation of specified DISH equipment, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and DISH Wireless LLC.

Attachments:

SITE LEASE AGREEMENT

This Site Lease Agreement (the "**Agreement**") is made and effective as of the date the last Party executes this Agreement (the "**Effective Date**"), by and between Village of Greenport, a New York Organization having a place of business at 236 Third Street Greenport, NY 11944 ("**Landlord**"), and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("**Tenant**," and together with Landlord, the "**Parties**," each a "**Party**").

WITNESSETH:

1. Definitions.

"**Affiliate(s)**" means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, "control" shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity. Notwithstanding the preceding, for purposes of this Agreement, EchoStar Corporation and its direct and indirect subsidiaries shall not be deemed to be "Affiliates" of Tenant unless after the Effective Date any such entity qualifies as a direct or indirect subsidiary of DISH Network Corporation.

"**Applicable Law**" means any applicable federal, state or local act, law, statute, ordinance, building code, rule, regulation or permit, or any order, judgment, consent or approval of any Governmental Authority having jurisdiction over the Parties or this Agreement.

"**Governmental Authority**" means any: (i) federal, state, county, municipal, tribal or other local government and any political subdivision thereof having jurisdiction over the Parties or this Agreement; (ii) any court or administrative tribunal exercising proper jurisdiction; or (iii) any other governmental, quasi-governmental, self-regulatory, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction.

"**Installation**" means the installation of Tenant's Equipment at the Premises.

"**Permitted Modifications**" means adding, replacing, or modifying Tenant's Equipment within the Premises.

"**Property**" means that certain parcel of real property upon which the Structure is located.

"**Structure**" means that certain structure of which the Premises are a part.

2. Premises, Term, Rent and Contingencies.

2.1 **Premises.** Landlord is the owner of the Property located at 75 Washington Street Greenport, NY 11944, as more particularly described in Exhibit A. Landlord leases to Tenant approximately 200 square feet of space for the use and operation of its facilities as such are initially described in Exhibit B, collectively referred to as the "**Premises**". Landlord also grants to Tenant: (a) the right to use any available electrical systems and/or fiber installed at the Property to support Tenant's Installation; and (b) any easements on, over, under, and across the Property for utilities, fiber and access to the Premises. Landlord agrees that providers of utility or fiber services may use such easement(s) and/or available conduit(s) for the installation of any equipment necessary to provide utility or fiber service. If the existing utility or fiber sources located within the Premises or on the Property are

insufficient for Tenant's Permitted Use, Landlord agrees to grant Tenant and/or the applicable third party utility or fiber provider the right, at Tenant's sole cost and expense, to install such utilities or fiber on, over and/or under the Property as is necessary for Tenant's Permitted Use; provided that Landlord and Tenant shall mutually agree on the location of such installation(s) with the prior approval of the Landlord as to design and location.

2.2 Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the "**Initial Term**") will commence on the first (1st) day of the month following the commencement of Tenant's Installation (the "**Commencement Date**"), which shall not be longer than one year from the effective date of this Agreement, and will expire on the last day of the month that is sixty (60) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Initial Term shall automatically renew for up to four (4) additional terms of sixty (60) months each (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**"). However, Tenant may, in Tenant's sole and absolute discretion, elect not to renew the lease at the end of the then-current Term or Renewal Term by giving Landlord written Notice at least ninety (90) days prior to the end of the then-current Term. The Parties agree that, subject to the Contingencies, this Agreement constitutes a binding and valid obligation on each Party and that each Party has vested rights in this Agreement as of the Effective Date.

2.3 Rent. Beginning on the Commencement Date and continuing through the term of this Agreement, Tenant shall pay Landlord rent for the Premises ("**Rent**") in the amount of Three Thousand and 00/100 Dollars (\$3,000.00) per month. The first Rent payment shall be made within twenty (20) business days of the Commencement Date, with subsequent rent payable by the fifth day of each month of the Term or Renewal Term thereafter. On each anniversary of the Commencement Date, the Rent shall be automatically increased by Two percent (2%) of the then-current Rent. Payments shall be delivered to the address designated by Landlord in Section 12.11, or by electronic payment. All payments for any fractional month shall be prorated based upon the number of days during such month that the payment obligation was in force ("**Payment Terms**"). Tenant shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to paying any Rent or any other amount(s) due under this Agreement.

2.4 Contingencies. The Parties acknowledge and agree that Tenant's ability to lawfully use the Premises is contingent upon Tenant obtaining all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority in accordance with Applicable Law (collectively, the "**Governmental Approvals**"). Tenant will endeavor to obtain all such Governmental Approvals promptly. Landlord hereby authorizes Tenant, at Tenant's sole cost and expense, to file and submit for Governmental Approvals. Landlord shall: (a) cooperate with Tenant in Tenant's efforts to obtain such Governmental Approvals; (b) promptly execute and deliver all documents necessary to obtain and maintain the Government Approvals; and (c) not take any action that would adversely affect Tenant's ability to obtain and/or maintain the Governmental Approvals. If: (i) any application for Governmental Approvals is rejected, conditioned, materially delayed or otherwise not approved for any or no reason; or (ii) Tenant determines, in Tenant's sole and absolute discretion, that such Governmental Approvals cannot be obtained in a timely and commercially reasonable manner (clauses (i) and (ii) collectively, the "**Contingencies**"), then, Tenant shall have the right in its sole and absolute discretion to terminate this Agreement upon ten days written Notice to Landlord, without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If, following the Commencement Date, and through no fault of Tenant, any Governmental Approval issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant shall provide written notice of same to the Landlord and after the that written notice, the Tenant shall have the right in its sole and absolute discretion to terminate this Agreement upon ninety (90) days' written Notice to Landlord without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If this Agreement is terminated, this Agreement shall be of no further force or effect (except as set forth to the contrary herein).

3. Use, Access and Modifications to Tenant's Equipment.

3.1 Tenant's Permitted Use. Landlord agrees that Tenant may use the Premises for the purpose of the installation, operation, maintenance and management of a telecommunications facility (including, without limitation, equipment designed to transmit and receive radio frequency signals) (collectively, "**Tenant's Equipment**"), which shall include the right to replace, repair, add, or otherwise modify any or all of Tenant's Equipment and the frequencies over which Tenant's Equipment operates ("**Tenant's Permitted Use**"). Landlord acknowledges and agrees that if radio frequency signage and/or barricades are required by Applicable Law, Tenant shall have the right to install the same on the Property.

3.2 Access. Commencing on the Effective Date and continuing throughout the Term, Tenant, its employees, agents and contractors shall have unrestricted access to the Premises 24 hours per day, 7 days per week and at no additional cost or expense to Tenant. Further, Landlord grants to Tenant the right of ingress and egress to the Structure and the Premises.

3.3 Modifications to Tenant's Equipment. After Tenant's initial Installation, Tenant may, on thirty days written notice to Landlord, make Permitted Modifications, including those which allow Tenant to: (i) modify or add additional technologies; and (ii) modify or add equipment within the Premises; in either case, which provided the modification does not increase the square footage occupied by the Tenant and does not increase the number of antennas or add other carriers may be made without incurring any increase in the then-current Rent, or other modification of the terms and conditions set forth in this Agreement. For any modification or addition that is not a Permitted Modification, Tenant shall seek Landlord's approval of Tenant's installation plans and specifications prior to commencing any such addition or modification.

4. Utilities, Liens and Taxes.

4.1 Utilities. Tenant may use and with the prior written approval of the Landlord may make reasonable modifications to the Premises' electrical system to accommodate the electrical requirements of Tenant's Equipment at Tenant's sole cost and expense. If electrical service is furnished by Landlord, Tenant will reimburse Landlord for such service at an agreed upon rate of Two Hundred and 00/100 Dollars (\$200.00) per month (the "**Utility Payment**") during the Term. This amount may be adjusted during the Term or a Renewal Term based on documentation provided by Landlord to the Tenant of increases in the Village wide cost of electricity. Any such Utility Payment will be made as a separate payment, and will not be deemed to be Rent. Landlord shall not require Tenant to pay any additional charge, fee or other amount for use of such electricity or the facilities associated therewith.

4.2 Liens. Tenant will use commercially reasonable efforts to prevent any lien from attaching to the Structure or any part thereof. If any lien is filed purporting to be for labor or material furnished or to be furnished at the request of Tenant, then Tenant shall do all acts necessary to discharge such lien by payment, satisfaction or posting of bond within ninety (90) days of receipt of Notice of the same from Landlord; provided, that Tenant may contest any such lien if Tenant provides Landlord with cash or a letter of credit in the amount of said lien as security for its payment within such ninety (90) day period, and thereafter diligently contests such lien. In the event Tenant fails to deposit the aforementioned security with Landlord and fails to pay any lien claim after entry of final judgment in favor of the claimant, then Landlord shall have the right to expend all sums reasonably necessary to discharge the lien claim which amounts shall then be due as rent hereunder in the next following monthly rent payment by Tenant to the Landlord.

4.3 Taxes. Landlord shall pay all taxes that accrue against the Structure during the Term. If any such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the taxing authority. Tenant shall be liable for all taxes against Tenant's personal property or Tenant's fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant. Landlord shall reasonably cooperate with

Tenant, at Tenant's expense, in any appeal or challenge to Taxes. If, as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any Taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. If Tenant does not have the standing rights to pursue a good faith and reasonable dispute of any Taxes under this section, Landlord will pursue such dispute at Tenant's sole cost and expense upon written request of Tenant.

5. Interference and Relocation of Tenant's Equipment.

5.1 Interference. Tenant agrees to use commercially reasonable efforts to ensure that Tenant's Equipment does not cause measurable Interference (as defined below) with any equipment installed at the Structure as of the Effective Date. Following the Effective Date, Landlord agrees not to install or to permit others to install any structure or equipment which could block or otherwise interfere with any transmission or reception by Tenant's Equipment ("**Interference**"). If Interference continues for a period more than forty-eight (48) hours following a Party's receipt of notification thereof, Landlord shall cause any interfering party to cease operating, and/or relocate, the source of Interference, or to reduce the power sufficiently to minimize the Interference until such Interference can be remedied.

5.2 Relocation of Tenant's Equipment. Following Tenant's receipt of a written Notice from Landlord, Tenant agrees to temporarily relocate its equipment to a mutually agreed upon location on the Property (a "**Temporary Location**") to facilitate Landlord's performance of maintenance, repair or similar work at the Property or in or on the Structure, provided that: (a) Landlord pays all costs incurred by Tenant for relocating Tenant's Equipment to the Temporary Location as well as back to the original location; (b) Landlord gives Tenant at least six (6) months prior written Notice (except in the case of a bona fide emergency which is reasonably likely to result in damage or injury to persons, the Structure or the Property (an "**Emergency**"), in which event Landlord will provide the greatest amount of notice possible under the circumstances; and (c) except for an Emergency Tenant shall not be required to relocate its equipment to a Temporary Location more than one (1) time within any five (5) year period. If Tenant's use of the Temporary Location requires Tenant to undergo re-zoning or re-permitting, Landlord shall not require Tenant to relocate Tenant's Equipment, absent an Emergency, until Tenant's receipt of all Governmental Approvals applicable to Tenant's use of the Temporary Location.

6. Maintenance and Repair Obligations.

6.1 Landlord Maintenance of the Structure. Landlord represents and warrants that, as of the Effective Date, the Structure, the Structure's systems and all structural elements of the Structure are in compliance with Applicable Law. Throughout the term of this Agreement, Landlord shall maintain, at its sole cost and expense, the Structure and the Property (but not Tenant's Equipment located thereon) in good operating condition. Landlord shall not have any obligation to maintain, repair or replace Tenant's Equipment except to the extent required due to the acts and/or omissions of Landlord, Landlord's agents, contractors or other tenants of the Structure. Landlord agrees to safeguard Tenant's Equipment with the same standard of care it uses to protect its own property, but in no event less than reasonable care. In addition, Tenant may take all actions necessary, in Tenant's reasonable discretion, to secure and/or restrict access to Tenant's Equipment without obstructing access to the site where the Premises is located by the Landlord or the other users or occupants of the site.

6.2 Tenant Maintenance of Tenant's Equipment. Tenant assumes sole responsibility for the maintenance, repair and/or replacement of Tenant's Equipment, except as set forth in Section 6.1. Tenant agrees to perform all maintenance, repair or replacement of Tenant's Equipment ("**Tenant Maintenance**") in accordance with Applicable Law, and in a good and workmanlike manner. Tenant shall not be permitted to conduct Tenant Maintenance in a manner that would materially increase the size of the Premises.

7. Surrender and Hold Over.

7.1 Surrender. Except as set forth to the contrary herein, within ninety (90) days following the expiration or termination of this Agreement (the “**Equipment Removal Period**”), in accordance with the terms of this Agreement, Tenant will surrender the Premises to Landlord in a condition similar to that which existed immediately prior to Tenant’s Installation, ~~together with any additions, alteration and improvements to the Premises, in either case,~~ normal wear and tear excepted. The Parties acknowledge and agree that Rent will not accrue during the Equipment Removal Period (limited to 90 days). However, if Tenant’s Equipment is not removed during the Equipment Removal Period, Tenant will be deemed to be in Hold Over (as defined in Section 7.2 below) until Tenant’s Equipment is removed from the Premises and Tenant shall be liable to the Landlord for reasonable use and occupancy of the Premises which the parties agree is equal to one hundred and fifty percent (150%) of the rent that would have accrued during the Holdover Period. Tenant shall have the right to access the Premises or remove any or all of Tenant’s Equipment from the Premises at any time during the Term or the Equipment Removal Period.

7.2 Hold Over. If Tenant occupies the Premises beyond the Equipment Removal Period without Landlord’s written consent (“**Hold Over**”), Tenant will be deemed to occupy the Premises on a month-to-month hold over basis, terminable by either Party on thirty (30) days’ written Notice to the other Party. All of the terms and provisions of this Agreement shall be applicable during that period, except that Tenant shall pay Landlord a holdover fee for the value of the reasonable use and occupancy of the Premises which the parties agree is equal to the one hundred and fifty percent (%150) of the then current monthly Rent applicable at the expiration or termination of the Agreement, prorated for the number of days of such hold over had the Agreement still been in effect.

8. Default, Remedies and Termination.

8.1 Default. If any of the following events occur during the Term (each a “Default”), then the non-Defaulting Party may elect one or more of the remedies set forth below in this Section 8 or seek any other remedy available: (a) Tenant’s failure to make any payment required by this Agreement within ten (10) days after receipt of written Notice from the Landlord of such failure to pay; (b) failure by either Party to observe or perform any provision of this Agreement where such failure: (1) continues for a period of thirty (30) days after written Notice thereof from the non-Defaulting Party and the Defaulting Party has failed to cure or commenced the cure of such Default; and/or (2) based upon Tenant’s reasonable determination, materially affects Tenant’s ability to transmit or receive wireless communications signals to or from the Premises; (c) either Party files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; and/or (d) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of either Party are instituted against either Party, or a receiver or trustee is appointed for all or substantially all of the property of either Party, and such proceeding is not dismissed, or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

8.2 Remedies. Upon the occurrence of any uncured Default, the non-Defaulting Party may thereafter terminate this Agreement immediately upon written ten days written Notice to the other Party without prejudice to any other remedies the non-Defaulting Party may have at law or in equity and after the expiration of that ten days the Agreement shall be terminated and of no other force or effect.

8.3 Termination. Tenant shall have the right to terminate this Agreement without further liability upon thirty (30) days prior written Notice to Landlord due to any one or more of the following: (i) changes in Applicable Law which prohibit or adversely affect Tenant’s ability to operate Tenant’s Equipment at the Premises in a technically or commercially reasonable manner; (ii) ~~Tenant, in its sole discretion, determines that Tenant’s Permitted Use of the Premises is obsolete or unnecessary;~~ (iii) Landlord or a third party installs any structure,

equipment, or other item which blocks, hinders, limits, or prevents Tenant from being able to use the Tenant Equipment for Tenant's Permitted Use.

9. Limitation of Liability and Indemnification.

9.1 Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN THIS SECTION 9, NEITHER PARTY NOR ANY OF ITS AGENTS, CONTRACTORS OR EMPLOYEES, SHALL BE LIABLE TO THE OTHER PARTY OR ANY PERSON CLAIMING THROUGH THAT PARTY FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS CAUSED BY OR RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT PARTY, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

9.2 Tenant's Indemnity. Except to the extent caused by the breach of this Agreement by Landlord or the acts or omissions of Landlord, its officers, agents, employees, contractors, or any other person or entity for whom Landlord is legally responsible, Tenant shall defend, indemnify and hold Landlord and its officers, directors, shareholders, employees, agents and representatives ("**Landlord's Representatives**") harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (individually or collectively, a "**Claim**") arising directly or indirectly out of: (i) any act or omission or negligence of Tenant, its officers, agents, employees, contractors, or any other person or entity for whom Tenant is legally responsible ("**Tenant's Representatives**"); or (ii) a breach of any representation, warranty or covenant of Tenant contained or incorporated in this Agreement. Tenant's obligations under this Section 9.2 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.3 Landlord's Indemnity. Except to the extent caused by the breach of this Agreement by Tenant or the acts or omissions of Tenant or Tenant's Representatives, Landlord shall defend, indemnify and hold Tenant, its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all Claims arising directly or indirectly out of: (i) any intentional act or omission of Landlord, its officers, agents, employees, contractors or any other person or entity for whom Landlord is legally responsible; (ii) a breach of any representation, warranty or covenant of Landlord contained or incorporated in this Agreement; and/or (iii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances in, on, about, adjacent to, under or near the Premises, the Structure and/or the Property, and/or any contamination of the Premises, the Structure and/or the Property by any Hazardous Substance, but only to the extent not caused by Tenant or Tenant's Representatives. Landlord's obligations under this Section 9.3 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.4 Indemnification Procedure. The Party seeking indemnification (the "**Indemnified Party**") shall promptly send Notice to the Party from whom indemnification is being sought (the "**Indemnifying Party**") of the claim or suit for which indemnification is sought. The Indemnified Party shall not make any admission as to liability or agree to any settlement of or compromise any claim without the prior written consent of the Indemnifying Party. The Indemnified Party shall, at the Indemnifying Party request and expense, give the Indemnifying Party all reasonable assistance in connection with those negotiations and litigation.

10. Insurance.

10.1 Landlord Obligations. Throughout the Term, Landlord shall maintain, at Landlord's sole cost and expense, the following insurance coverage Commercial General Liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include Tenant as an additional

insured. Subject to the policy minimums set forth above in this Section 10.1, the insurance required of Landlord hereunder may be maintained by a blanket or master policy that includes properties other than the Property.

10.2 Tenant Obligations. Throughout the Term, Tenant shall maintain, at Tenant's sole cost and expense, the following insurance coverage: (i) workers' compensation insurance with no less than the minimum limits required by Applicable Law; (ii) employer's liability insurance with such limits as required by Applicable Law; and (iii) Commercial General Liability with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to name Landlord as additional insured.

10.3 Insurance Requirements. All policies required by this Section 10 shall be issued by insurers that are (1) licensed to do business in the state in which the Property and/or Structure are located, and (2) rated A- or better by Best's Key Rating Guide.

10.4 Waiver of Subrogation. To the fullest extent permitted by law, Landlord and Tenant for themselves and any and all parties claiming under or through them, including, without limitation, their respective insurers, hereby mutually release and discharge each other and the other's Affiliates, and their respective officers, directors, shareholders, agents, employees, contractors, and/or any other person or entity for whom a Party is legally responsible from any claims for damage to any person or to the Premises or any other real or personal property that are or are claimed to have been caused by or result from risks insured against under any insurance policies carried by the waiving party and in force at the time of such damage and hereby waive any right of subrogation that might otherwise exist in or accrue to any person on account thereof. All policies required to be carried by either Party herein shall contain an endorsement in favor of the other Party waiving the insurance company's right of subrogation against such other Party. THIS RELEASE SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF A PARTY HERETO OR BY ANY PERSON FOR WHICH SUCH PARTY IS RESPONSIBLE. EACH PARTY AGREES TO NOTIFY ITS INSURANCE CARRIER(S) OF THIS PROVISION.

11. Representations and Warranties.

11.1 Representations and Warranties. Landlord represents, warrants and covenants that: (a) Landlord has the right and authority to execute and perform this Agreement; (b) there are no liens, judgments or other title matters materially and adversely affecting Landlord's title to the Property; (c) there are no covenants, easements or restrictions that prevent the use of the Premises for Tenant's Permitted Use; (d) the Structure and the Premises are in good repair and suitable for Tenant's Permitted Use; (e) Landlord will comply with all federal, state, and local laws in connection with any substances brought on to the Property and/or Structure that are identified as toxic or hazardous by any Applicable Law, ordinance or regulation ("**Hazardous Substance**"); and (f) Tenant's use and quiet enjoyment of the Premises shall not be disturbed. Landlord is responsible for any loss or damage, including remediation, with respect to Hazardous Substances as per Applicable Law. Landlord understands and agrees that notwithstanding anything contained in this Agreement to the contrary, in no event shall Tenant have any liability whatsoever with respect to any Hazardous Substance that was on, about, adjacent to, under or near the Structure prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property and/or Structure by: (1) Landlord, its agents, employees, contractors or invitees; or (2) any third party who is not an employee, agent, contractor or invitee of Tenant.

12. Miscellaneous.

12.1 Assignment. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written approval of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party may assign or transfer some or all of its rights and/or obligations under the Agreement to: (i) an Affiliate; (ii) a successor entity

to its business, whether by merger, consolidation, reorganization, or by sale of all or substantially all of its assets or stock; (iii) ~~any entity in which a Party or its Affiliates have any direct or indirect equity investment;~~ and/or (iv) any other entity directly or indirectly controlling, controlled by or under common control with any of the foregoing, and in each case, such assignment, transfer or other such transaction shall not be considered an assignment under this Section 12.1 requiring consent and the non-assigning Party shall have no right to delay, alter or impede such assignment or transfer.

12.2 Rights Upon Sale of Property or Structure. Should Landlord, at any time during the Term, sell or transfer all or any part of the Property or the Structure to a purchaser other than Tenant, such transfer shall be subject to this Agreement and Landlord shall require any such purchaser or transferee to recognize Tenant's rights under the terms of this Agreement in a written instrument signed by Landlord and the third party transferee. If Landlord completes any such transfer without executing such a written instrument, then Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Agreement. In addition to, and not in limitation of the preceding, in the event the Landlord sells or transfers either its rights in all or any portion of the Premises or Landlord's right to receive the Rent (and other payments) derived from the Premises under this Agreement, in either case separate from the underlying Structure and/or Property, to any third party who is not an Affiliate of Landlord, then prior to any such sale or transfer Landlord shall first provide Tenant with a right of first refusal ("ROFR") to acquire such right(s). In order to evaluate the terms and conditions offered to Landlord by such third party Landlord shall provide Tenant with a full, complete and unredacted copy thereof and Tenant shall have thirty (30) days from receipt thereof to elect to exercise its ROFR; provided that Tenant's exercise of the ROFR shall be on the same terms and conditions as offered to Landlord by such third party (except as may be mutually agreed upon to the contrary).

12.3 Subordination and Non-Disturbance. This Agreement shall be subordinate to any mortgage, deed of trust, or other security agreement (each a "Mortgage") by Landlord which, from time to time, may encumber all or part of the Property; provided, however, the lender under every such Mortgage shall, in the event of a foreclosure of Landlord's interest, recognize the validity of this Agreement and Tenant's right to remain in occupancy of and have access to the Premises, as long as no Default by Tenant exists under this Agreement. If the Property is encumbered by a Mortgage, then Landlord shall, promptly following Tenant's request, obtain and furnish to Tenant a non-disturbance agreement, in recordable form, for each such Mortgage.

12.4 Condemnation. If all or any portion of the Premises is condemned, taken by a Governmental Authority or otherwise appropriated by the exercise of the right of eminent domain or a deed or conveyance in lieu of eminent domain so as to render the Premises unusable for the purpose intended by the Tenant (each, a "Taking"), either Party hereto shall have the right to terminate this Agreement immediately upon Notice to the other Party. If either Party elects to terminate this Agreement, the Rent set forth herein shall be abated, and Tenant's liability therefor will cease as of the date of such Taking, this Agreement shall terminate as of such date, and any prepaid rent shall be returned to Tenant. If this Agreement is not terminated as herein provided, then it shall continue in full force and effect, and Landlord shall, within a reasonable time after possession is physically taken by the condemning authority restore the remaining portion of the Premises to render it reasonably suitable for the uses permitted by this Agreement and the Rent shall be proportionately and equitably reduced. Notwithstanding the foregoing, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses reasonably incurred in connection therewith (including attorneys' fees) for the restoration. All compensation awarded in connection with a Taking shall be the property of Landlord, provided that if allowed under Applicable Law, Tenant may apply for and keep as its property a separate award for (i) the value of Tenant's leasehold interest; (ii) the value of Tenant's Equipment or other personal property of Tenant; (iii) Tenant's relocation expenses; and (iv) damages to Tenant's business incurred as a result of such Taking.

12.5 Recording. If requested by Tenant, Landlord and Tenant agree to execute a Memorandum of Lease that Tenant may record at Tenant's sole cost and expense. The date set forth in the Memorandum of Lease is for recording purposes only, and bears no reference to commencement of the Term or rent payments of any kind.

12.6 Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, strikes, lockouts, pandemics, labor troubles, acts of God, accidents, technical failure governmental restrictions, insurrections, riots, enemy act, war, civil commotion, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty ("Force Majeure"). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with as much detail as possible and shall promptly inform the other Party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. A proportion of the Rent herein reserved, according to the extent that such Force Majeure event shall interfere with the full enjoyment and use of the Premises, shall be suspended and abated from the date of commencement of such Force Majeure event until the date that such Force Majeure event subsides. If such Force Majeure event prevents the affected Party from performing its obligations under this Agreement, in whole or in part, for a period of forty-five (45) or more days, then the other Party may terminate this Agreement immediately upon Notice to the affected Party.

12.7 Successors and Assigns. The respective rights and obligations provided in this Agreement shall bind and shall continue to apply for the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns. No rights however, shall continue to apply for the benefit of any assignee, unless such assignment was made in accordance with Section 12.1 of this Agreement.

12.8 Governing Law and Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the state in which the Premises is located. The section and paragraph headings contained in this Agreement are solely for reference purposes, and shall not affect in any way the meaning or interpretation of this Agreement.

12.9 Severability. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. If a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect.

12.10 Waiver; Remedies. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of Default or breach by either Landlord or Tenant are cumulative and shall not affect in any manner any other remedies that the non-breaching Party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, at law, in equity or otherwise. In addition to, and not in limitation of, the preceding, the Parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of Section 5, and therefore either Party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

12.11 Notice. All notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing by certified US mail (postage pre-paid) with return receipt requested or by

courier service (charges prepaid), or solely in the case of notice to Landlord by email, to the party to be notified, addressed to such party at the address(es) or email address(es) set forth below, or such other address(es), email address(es) or fax number(s) as such Party may have substituted by written notice (given in accordance with this Section 12.12) to the other Party (“Notice”). The sending of such Notice to the proper email address (in the case of email transmission) or the receipt of such Notice (in the case of delivery by first-class certified mail or by courier service) will constitute the giving thereof.

If to be given to Landlord:

Village of Greenport
Attn: Village Clerk

If by courier service:

236 Third Street
Greenport, NY 11944

If by first-class certified mail:

236 Third Street
Greenport, NY 11944

If by email:

Email address: spirillo@greenportvillage.org

If to be given to Tenant:

DISH Wireless L.L.C.
Attn: Lease Administration
5701 South Santa Fe Blvd.
Littleton, Colorado 80120

12.13 Entire Agreement. This Agreement sets forth the entire, final and complete understanding between the Parties hereto regarding the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, regarding the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

12.14 Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the term of this Agreement, a Renewal Term or any extension of either of the foregoing.

12.15 Counterparts. This Agreement may be executed in any number of identical counterparts and, if so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

12.16 Attorneys’ Fees. If an action is brought by either Party for breach of any covenant and/or to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its costs, expenses and reasonable attorneys’ fees, both at trial and on appeal, in addition to all other sums allowed by law.

12.17 Incorporation of Exhibits. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

Site Number:
Market:

Confidential & Proprietary
Lease Version: 1.0

[Remainder of page intentionally left blank. Signature page follows.]



IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

LANDLORD:

Village of Greenport

By: _____

Name: _____

Its: _____

Date: _____

TENANT:

DISH WIRELESS L.L.C.

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[To be inserted prior to execution]

EXHIBIT B

SITE PLAN

[To be inserted prior to execution]