

236 Third Street Greenport NY 11944

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

MAYOR

GEORGE W. HUBBARD, JR. EXT. 215

TRUSTEES

JACK MARTILOTTA DEPUTY MAYOR

PETER CLARKE

MARY BESS PHILLIPS

JULIA ROBINS

VILLAGE ADMINISTRATOR

PAUL J. PALLAS, P.E. EXT. 219

CLERK

SYLVIA PIRILLO, RMC EXT. 206

INTERIM TREASURER

STEPHEN GAFFGA EXT. 213 January 19, 2023 at 7:00 PM Mayor and Board of Trustees - Work Session Meeting Third Street Firehouse Greenport, NY 11944

PLEDGE OF ALLEGIANCE

MONTHLY REPORTS FOR THE FOLLOWING:

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

MAYOR AND VILLAGE BOARD OF TRUSTEES

PUBLIC TO ADDRESS THE BOARD



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EXT. 206

INTERIM TREASURER

STEPHEN GAFFGA EXT. 213 Submitted: January 9, 2023

Meeting: January 19, 2023 7:00 PM

Work Session Meeting

To: Mayor George W. Hubbard, Jr.

Board of Trustees

Prepared By: Jeanmarie Oddon, Deputy Clerk

From: Jeanmarie Oddon, Deputy Clerk

Department: Village Clerk Department

Fire Department January 2023 Work Session Report

Attachments:

Fire Dept January 2023 Work Session Report (PDF)

CHIEF WAYDE MANWARING

1st ASST. CHIEF ALAIN DEKERILLIS

2100 ASST. CHIEF CRAIG JOHNSON

CHAPLAIN FRANK MUSTO

ASST. CHAPLAIN CLAUDE KUMJIAN

SECRETARY/TREASURER ALAIN DEKERILLIS

DEPARTMENT SECRETARY JAMES KALIN



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

Meeting of the Board of Wardens

WEDNESDAY December 21, 2022

OPENING

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

ATTENDANCE

Chief Wayde Manwaring

1st Ass't Chief Alain de Kerillis

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

Warden Antone Volinski III of Relief Hose Co. #2

Warden Robert Jester of Star Hose Co. #3

Wardens Scott Hollid and 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 Craig Johnson, Warden Robert Corwin of Relief Hose Co. #2, Warden Patrick Brennan of Star Hose Co. #3.

THOSE WISHING TO ADDRESS THE BOARD - None.

READING OF THE PREVIOUS MINUTES

Motion made by C. Harris, seconded by W. Miller, to approve the minutes of the November 16, 2022 meeting of the Board of Wardens as printed and distributed. Motion Carried.

FINANCE COMMITTEE

The finance committee report was read by Chief Manwaring. Motion made by C. Harris, seconded by W. Miller, to accept the report. Motion Carried.

COMPANY OFFICERS' MEETING MINUTES- None.

TREASURER'S REPORT

The Treasurer's report was not read, holding off until the audit committee is final.

BILLS- None

COMMUNICATIONS

- 1. Jim Kalin is requesting the use of the meeting room for defensive driving classes 1/30 and 1/31, 2/27 & 2/28, and 4/24 & 4/25.
- 2. \$30 donation from Linda Price.
- 3. NYS Association of Fire Chief's truck skills, March 27,2023 at Suffolk Community College.
- 4. Spring Fire Dept Fund Drive, requesting donation.
- 5. Fire/EMS Expo 2/3-2/5, Nassau Coliseum
- 6. Company Officer's Leadership Training Upstate, Registration form included.
- 7. Amityville American Legion Pipe band was nominated for lead pipe band and to go to France, donation requested.

- 8. Greenlawn Post 1244, Operating Enduring Care, requesting donation for Veterans in need.
- 9. Riverhead Firefighter Association 150th Suffolk County motorized and old fashion drill July 8. Requesting donation, ad in journal.
- 10. Request to use Meeting room at Station 1 from Boy Scout Troop 51, Feb 12, 2023.

Motion by W. Miller, seconded by J. Milovich, to file and/or forward all communications and deposit donation checks, Motion carried.

APPLICATIONS FOR MEMBERSHIP- None.

REPORTS OF COMMITTEES

Buildings and Grounds

- 1. C. Harris reported that the contract for the architect is now back in the Lawyer's hands and Paul Pallas is hoping to get it back soon and sit down with the architect within the first two weeks of January.
- 2. C. Harris mentioned that the roof for station 2 went out to bid.
- 3. J. Milovich asked if there was any update on the gutter. C. Harris said that he will talk to Paul tomorrow and see if anything is going to be done.

Bylaws- No Report.

Finance- No Report.

<u>Fire District</u> – No Report.

Pre-Incident Planning-

Scott Hollid asked if GFD is doing anything with Silversands. He said there
is a hydrant down that road and last time he went down there the road
was closed. Chief Manwaring reported that the road isn't closed, and they
can access the hydrant if needed. Mary Bess Phillips mentioned that the
town is trying to do an inspection.

Service Awards- No Report.

Recruitment- No Report.

Casualty Fund- No Report.

Funeral - No Report.

Communications-

Cliff Harris reported that the quote that was received for the switchgear
was astronomical, and they are in process of getting a second quote. Paul
Pallas was made aware that they are moving from low to high band and
this needs to be a priority.

Trips & Travel - No Report.

COMPANY REQUESTS

<u>Eagle Hose Co. #1</u>- The wish list was added to- B. Purcell gave a new list to the Chief.

Relief Hose Co. #2- Budget items, batteries for fan.

Star Hose Co. #3- Budget items.

Standard Hose Co. #4- Budget items, as per Finance report.

Phenix Hook & Ladder Co. #1- Budget items, request for an executive session.

Rescue Squad- As per Finance report.

Fire Police- Budget items.

<u>Water Rescue</u>-W. Miller has a quote to get the boat winterized and will get it to the Chief.

<u>UNFINISHED BUSINESS</u> –

- John Grilli asked if anyone reviewed the social media policy and drug
 policy. The Warden's did review it and thought it was fine as is. Motion
 made by A. Volinski III, seconded by S. Hollid, to keep social media policy
 as written. Motion Carried. A copy should be made and given to each
 company. The drug policy is going to be tabled for another month. Chief
 Manwaring said he did call the lady and she is more than willing to do it.
- 2. A. Volinski III passed out the fundraiser checks.

- 3. B. Purcell said that there has been a problem with people playing with the control on the radio and Bobby talked about putting a lock on it. He asked if that was done. Chief Manwaring said that he did give him permission to do that.
- 4. The draft/drawings and bid specs for the new ambulance are back. The committee is reviewing it and it will be presented next month.

REPORTS OF DELEGATES- None

NEW BUSINESS- None

GOOD OF THE DEPARTMENT

- A. Volinski III reported that the new chairs are being used for dinner and should only be used for meetings. The white chairs should be used for dinner.
- A Volinski III also mentioned that the rescue and pickup trucks need inspections and should be off the road. Chief Manwaring said that he just did the rescue trucks and the inspection date should say 12/2023. A.
 Volinski said he doesn't think they say 2023. Chief Manwaring will take a look at them.
- 3. Motion made by J. Grilli, seconded by A. Volinski III, to allow Jim Kalin use of the meeting room for the defensive driving classes. Motion Carried.
- 4. Cliff Harris said that he got the story on why the GFD could not use the same company that the Village used for the phones. He said that when Mike got the quote he said hardwire, they use internet connection at the Village. Not many people do analog anymore. Scott Hollid said that his reasoning was that if it goes out in the storm we would still have a phone. C. Harris understands the rationale, but analog is old technology. Motion made by A.Volinski III, seconded by S. Hollid, to move forward with getting a quote for a new phone system, not analog. Motion Carried.
- 5. Robert Jester said that one Sunday we need to have all companies check to make sure all radios are working properly after discussion we had at the critique of the last fire. He also mentioned that in speaking with some of the younger members, stand pipe operation would be a good training to have. He also said lithium battery training would be a good training for us to have as well. Chief Manwaring reported that they have a company coming out that has a drape to bring and do training. It is a big topic with Southold Town Chief's council as well.

- 6. Mary Bess Phillips said that there is a small group of people that are pushing the Village to allow solar panel and she wanted to know if the GFD has any difficulty fighting solar panel fires as well. Chief Manwaring said that they have minimal training through the county.
- 7. A. Volinski III asked if there was any more discussion about the birds on the solar panels and what they are doing to them. Mary Bess said she did mention it to Paul and as long as there is some kind of movement up there they do not land. She said the solar panel company may be able to give some suggestions about that. She will bring it up to Paul again. R. Jester said that he has used a product called tangle foot and you put it on once a year on the peak of the roof and it is real sticky and they learn to stay away from it. He said that he still has some tubes of it if GFD wants to give it a try.
- 8. Joseph Milovich reported that he is currently leaving in Southold and the bylaws state that a Warden can not live outside of the district. He said as of right now it is still okay because the house has not sold yet, but once it sells he will no longer be able to be a Warden. He said the 1st Lt is willing to step up temporarily if need be. No one volunteered permanently. He said he will also stay temporarily if need be. Chief Manwaring said that once the house is sold J. Milovich needs to step down and have someone fill in until someone else is elected.
- 9. Wayne Miller asked if everything is going okay with Washington's birthday. Chief Manwaring said that everything is going good, invites are out. He is just waiting for addresses of officials that are taking over spots. W. Miller asked if there were any issues with company assignments and Chief Manwaring said that he has not heard anything about it after the Company Officer's meeting.
- 10. J. Milovich said that his company wants to cook for the picnic. Hollid reported that company 4 said no cooking, they want it catered. C. Harris said that their vote was the deciding factor on that. It will be down at the park on Labor day weekend and will be catered. There should be a contract with the catering company so that food comes out the whole time. Chief Manwaring said a Warden from each company should come up with ideas of what they want in the contract. W. Miller said that the officer's should be the ones to come up with that.
- 11. Bernard Purcell said that we have the mandatory training every year and they always have 1 or 2 people that don't do the training. Chief Manwaring

said that their points should stop in June. He said other departments usually suspend them as well, but he doesn't know if we can afford to do that, but it is up to the Wardens. They will lose out on LOSAP.

EXECUTIVE SESSION

Motion made by A. Volinski, seconded by Clifford Harris, to adjourn to an executive session to discuss personnel matters. Motion Carried. Adjourned to executive session at 7:52pm.

Upon returning from executive session, a motion made by S. Hollid, seconded by J. Grilli, to resume with the regular meeting. Motion Carried. Regular meeting resumed at 8:24 pm.

Motion made by R. Jester, seconded by W. Miller, to move forward with the sign upgrade pending approval. Motion Carried.

Motion made by A. Volinski III, seconded by J. Grilli, to allow the Boy Scout to hold the pancake breakfast on Feb. 12, proper forms to be filled out. Motion Carried.

READING OF THE MINUTES

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

<u>ADJOURMENT</u>

Motion by C. Harris, seconded by A. Volinski III, to adjourn. Motion carried. The meeting was adjourned at 8:35pm.

Submitted by,

Rebecca J. McKnight

Recording Secretary

Greenport F D January 2023

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

FAX 631.477.4012 OFFICE 631.477.1943

gfdfire@optonline.net gfdsec@optonline.net

29 USCG Marine Fire/Rescue Training Sta #1 9am	22 CPR Refresher Sta #1 9:30am	15 Mandatory Training Classes Sta #1 8am (Haz Mat, etc.)	8	Sun
30 Defensive Driving Class Sta #1 6-9pm	23 Dept. Physicals	16	9 STAR HOSE mtg	RELIEF HOSE mtg STANDARD HOSE mtg
31 Defensive Driving Class Sta #1 6-9pm	24	17 Fire Police Sra #1 6pm	10 11 RESCUE SQUAD mtg PHENIX H&L mtq 7PM FINANCE COMM. mtq 7:30PM	3 4 EAGLE HOSE mtg
Chief Wa 1st. Ass' 2nd. Ass	25 Dept. Physicals	18 WARDENS mtg 7pm	The second second second	Wed
Chief Wayde Manwaring 631.644.5430 1st. Ass't. Chief Alain DeKerillis 631.208.7506 2nd. Ass't. Chief Craig Johnson 631.466.5294	26	19	12	5 5
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Important Future Events on Reverse Side!

Thursday, February 2 Electric Vehicle Blanket Demo

Friday, February 3 thru Sunday, February 5 FIRE/EMS EXPO @ Nassau Coliseum

<u>Thursday, February 9</u>

Department Training - Electric Vehicles Sta #1 7pm

Wednesday, February 15
Wardens Meeting, Sta #1 7pm

Saturday, February 18
Annual Parade 1pm

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

Monday, February 27 & Tuesday, February 28
Defensive Driving Class Sta #1 6-9pm

CHIEF WAYDE MANWARING

1st ASST. CHIEF ALAIN DEKERILLIS

2ND ASST. CHIEF CRAIG JOHNSON

CHAPLAIN FRANK MUSTO

ASST. CHAPLAIN CLAUDE KUMJIAN

SECRETARY/TREASURER ALAIN DEKERILLIS

DEPARTMENT SECRETARY JAMES KALIN



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Greenport Fire Department Monthly Report <u>December</u>, 2022

Number of calls this month: 72 Number of calls to date: 989

Breakdown of calls by signal numbers:

9 (stand/by) <u>0</u>

12 (brush fire) 0

13 (automatic alarm, smoke, etc.) 12

13-35 (working structure fire) 1

14 (vehicle fire) <u>0</u>

16 (ambulance/rescue) 54

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

16-59 (routine transport) 0

23 (CO alarm, medi-vac) 4

24/13-35 (mutual aid working structure fire) 0

24/16 (mutual aid ambulance/rescue) 0

24/16-23 (mutual aid MVA)

24/23 (mutual aid water rescue/misc.) 0

26 (boat fire) 0

Breakdown of calls by location:

Within the Incorporated Village of Greenport 34 Within the East/West Fire Protection District 38 Other (mutual aid) 0

Greenport Fire Dept. responded to 50 more calls than last year.

Prepared by: James Kalin, Secretary 01/01/2023

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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

EXT. 213

SYLVIA PIRILLO, RMC EXT. 206

INTERIM TREASURER STEPHEN GAFFGA Submitted: January 11, 2023

Meeting: January 19, 2023 7:00 PM

Work Session Meeting

To: Mayor George W. Hubbard, Jr.

Board of Trustees

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

From: Paul Pallas, P.E. Village Administrator

Department: Village Administrator

Work Session

Work Session Report for Road and Utilities

January 19, 2022

Administrator's Office

Statistics

Work Orders:

Electric = 49 Written, 49 Completed

Water = 08 Written, 08 Completed

Sewer = 35 Written, 35 Completed

Road = 45 Written, 45 Completed

Reports

- ❖ <u>DOH-360</u>: This is a monthly report for bacteriological presence and residual chlorine levels, it was sent on 12-07-2022. The results are detailed below in the Road Department's *Sampling* section.
- ❖ GADS Data: This is a monthly report about run and usage data for the generators at the Power Plant, it was sent on 12-07-2022.

Discussion

- Microgrid Project Status
- Ferry Queue Project Status
- Renewable Tariff

Resolutions

- Rate Study
- Transformer purchase

Trustee Reminders Awaiting information/comments

Infrastructure project ideas for potential federal grant monies

Road/Water Department

Statistics

Water Distribution:

5,774,000 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 = 0.45 mg/L

Third Street Firehouse - Kitchen Sink

Total Coliform = Absent

E Coli = Absent

Residual Chlorine = 0.41 mg/L

The form, DOH-360, was filed with the DOH on December 7, 2022, with the above results.

Report

Tasks Accomplished:

- Did all normal highway tasks.
- Performed water machine maintenance.
- Set up staging for holiday parade.
- Patched throughout village.
- Salter repair, upkeep, and installation.
- Completed final brush pick up of season.
- Repaired cat and prepared Cat for North Fork Welding.
- Repaired stop and street signs throughout the Village.
- * Replaced fence posts at 5th street beach.
- * Removed trees throughout the Village with the assistance of the Light department.
- Picked up 16 yards of RCA for MTA parking lot.
- Brought street sweeper to building #10 for storage.
- Power washed door at Village Hall.
- Marked hazards on plow route.
- Salted roads on 12/24/2022.
- Shut off water at Stidds for water service.
- * Repaired window on skid steer.

Sewer Department

Flow and Sampling:

Flow and Sampling:

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

Total plant flow for the month of December = 10,045,000 Gallons

Average Daily Flow = .324 (MGD) Permit Limit = .650 MGD

Total Suspended Solids percent removal (TSS) = 97% Permit Limit = 75%

CBOD percent removal = 98% Permit Limit = 75%

Coliform Fecal General = <2.8 MPN. Permit limit 200 MPN/100

Coliform Total General = 25.2 MPN. Permit limit 700 MPN/100

Total Nitrogen = 13.3 LBS/day

Sludge Removal:

42,000 Gallons of sludge hauled in December

Report

Treatment Plant:

Contractor repaired chain on Aerotor #2 in BNR Basin #1

De-ragged nitrate recirc pump in BNR Basin #1

Built frame for headworks screen and setup infrared heater

Collection System:

Replaced manhole ring @ Central and Carpenter St.

Contractor checked pump panel at Cliffside, bad circuit board- Needs to be replaced

Electric Department

Statistics

Monthly Power Usage:

Maximum usage day = December 24 @ 136.831 Mwh

Minimum usage day = December 7 @ 74.637 Mwh

Peak demand for the month = 6.396 MW December 24 5:30 pm

Monthly total usage = 2,947.384 Mwh

Service calls/call outs =10

Street light repairs = 6

Customers shut off for nonpayment = 0

Customers turned on for payment = 0

Customers turned on for the season = 0

New Services = 2, total of 5 new meters

Tasks Accomplished:

- The distribution portion of the Micro Grid project is essentially complete. The construction went very well, with a minimum of complaints or problems. We are still waiting for the batteries for the 2 solar projects.
- Pole transfers are continuing with Verizon and Optimum.
- The holiday light installation was completed; repairs were needed due to the high winds event.

- * Responded to several outage calls for primary overhead wire issues.
- ❖ Installed new underground service, including 4 new meters on First St. and
- * The service for the Habitat for Humanity house was installed.
- * Repaired the primary overhead line on Silvermere Rd to repair broken dead-end connector at pole and broken fuse cut out.
- Corrected flickering light issue on the outer ring of the carousel.
- At Driftwood Cove, the laundry building the underground service cable will need to be replaced in the spring.
- ❖ Blow down engines, all 3 are clear.
- General shop maintenance, and clean up.

Attachments:

Greenport Meter 12-2022 (PDF)

Total Usage: 2,947,384.0000 KWH

Peak Demand: 6,396.00 KW

Occured On: Dec 24 2022 12:00

Load Factor: 61.94%

Date Start: Thursday, December 1, 2022

Date End: Saturday, December 31, 2022

Period Ending	KWH
12/1/2022	88,661.00
12/2/2022	86,778.00
12/3/2022	81,745.00
12/4/2022	82,950.00
12/5/2022	86,243.00
12/6/2022	79,374.00
12/7/2022	74,637.00
12/8/2022	76,962.00
12/9/2022	86,843.00
12/10/2022	94,507.00
12/11/2022	96,765.00
12/12/2022	98,062.00
12/13/2022	97,069.00
12/14/2022	98,907.00
12/15/2022	97,467.00
12/16/2022	94,453.00
12/17/2022	91,505.00
12/18/2022	91,520.00
12/19/2022	97,313.00
12/20/2022	100,186.00
12/21/2022	101,177.00
12/22/2022	101,179.00
12/23/2022	94,999.00
12/24/2022	136,831.00
12/25/2022	119,944.00
12/26/2022	116,373.00
12/27/2022	110,252.00
12/28/2022	98,120.00
12/29/2022	93,768.00
12/30/2022	87,865.00
12/31/2022	84,929.00



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From: Paul Pallas, P.E. Village Administrator

Department: Village Administrator

Building

Work Session Report for

Building Department & Enforcement

January 19, 2023

Office of Code Enforcement & Fire Prevention

Reports

- Code Enforcement continues to patrol the Village and respond to complaints.
- Rental permit renewal review is being conducted. All property owners are being issued a letter of notification informing them that their permit is expired.
- Planning Board Work Session and Regular Session January 5, 2023
- Carousel & Tree Committee January 10, 2023
- Village Hall Closed / Martin Luther King January 16, 2023
- Zoning Board Regular Session January 17, 2023
- Historic Preservation Commission January 19, 2023
- Board of Trustees Work Session January 19, 2023
- Planning Board Work Session and Regular Session January 26, 2023

- ❖ Board of Trustees Regular Session January 26, 2023
- Housing Authority Meeting January 31, 2023

NOTES & TIPS:

Please ensure you pay attention to parking regulations when parking.

Code Enforcement Report is attached.

Building Permit Report is attached.

Attachments:

December 2022 Building CO Report (PDF)

December 2022 Building Report (PDF)

December 2022 CODE (PDF)





Village of Greenport Building Department

Monthly Report CERTIFICATE OF OCCUPANCY 12/1/2022 - 1/1/2023

PERMIT NO.	PERMIT DATE	PARCEL ID	LEGAL ADDRESS	CO ISSUED
\$ 100 miles (100 miles	7/25/2019	1001-48-31	326 Front Street Greenport NY 11944	12/13/2022
W22-02	6/1/2022	1001-22-35	200 Atlantic Avenue Greenport NY 11944	12/23/2022
02893	12/23/2022	1001-45-9	408 South Street Greenport NY 11944	12/23/2022
02894	12/30/2021	1001-45-9	408 South Street Greenport NY 11944	12/23/2022
02929	7/28/2022	1001-46-28.2	Second Street Greenport NY 11944	12/29/2022
02948	12/29/2022	1001-42-10	221 North Street Greenport NY 11944	12/29/2022
	02789 W22-02 02893 02894	02789 7/25/2019 W22-02 6/1/2022 02893 12/23/2022 02894 12/30/2021 02929 7/28/2022	02789 7/25/2019 1001-48-31 W22-02 6/1/2022 1001-22-35 02893 12/23/2022 1001-45-9 02894 12/30/2021 1001-45-9 02929 7/28/2022 1001-46-28.2	02789





Village of Greenport Building Department

December 1, 2022 -January 1, 2023

Monthly Report REPORT COVERING

REPORT COVERING 12/1/2022 through 1/1/2023

PERMIT TYPE	PERMIT NO.	PERMIT DATE	PARCEL ID	LEGAL ADDRESS	STATUS
Alteration & Renovations	02881	12/13/2022	1001-31-1	1410 Manhasset Avenue Greenport NY 11944	Open
Alteration & Renovations	02945	12/16/2022	1001-22-41.4	225 Monsell Place Greenport NY 11944	Open
Emergency Repairs	02946	12/22/2022	1001-48-34.2	308 Front Street Greenport NY 11944	Open
Alteration & Renovations	02947	12/27/2022	1001-74-12	153 Fifth Street Greenport NY 11944	Open
Alteration & Renovations	02948	12/29/2022	1001-42-10	221 North Street Greenport NY 11944	Open
Alteration & Renovations	02949	12/29/2022	1001-4.1-22.1	409 Third Street Greenport NY 11944	Open
Demolition Permit	02950	12/30/2022	1001-23-2	201 Manor Place Greenport NY 11944	Open
Alteration & Renovations	02951	12/30/2022	1001-23-2	221 North Street Greenport NY 11944	Open



Village of Greenport Enforcement Report

CODE ENFORCEMENT & FIRE PREVENTION

December 1, 2022 - January 1, 2023

Monthly Report REPORT COVERING

Incorporated Village

Atlantic Avenue Greenport NY 11944	12/15/2022	Work Without Permits	Code Enforcement inspected. Permits not required for in-kind window replacement.
408 Wiggins Street Greenport NY 11944	12/22/2022	Abandoned House	Code Enforcement contacted landlord. Problem was corrected.

RENTAL PERMIT INFORMATION

INFORMATION

The following statistics represent the status of rental permits and rental permit violations from December 1,2022 – January 1, 2023

New Applications/Renewal Applications Received: 0

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

Applications Pending Inspection: 52

Applications Pending Re-Inspection 1

Completed/Permits Issued: 36

Applications Completed/Permits Issued: 290



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From: Paul Pallas, P.E. Village Administrator

Department: Village Administrator

Recreation

Work Session Report Recreation Department

January 19, 2023

Mitchell Park Marina/Parks

- All moorings have been winterized.
- * Campground and Fifth Street Beach have been winterized.
- Ice Rink received additional refrigerant and R44 oil changes. Ready to spray when conditions allow.
- The Carousel continues on the winter schedule, 11:00 am 5:00 pm on weekends and school holidays.
- Zamboni room received upgraded lighting.
- * CVAP documentation has begun and anticipate readiness by the end of January.

Monthly Revenue Reports are attached.

Recreation Center

Statistics

Attendance:

After School Program=13 Children Enrolled

Reports

- The After-Care Program is going very well.
- The Literacy Program is going extremely well and has resumed after holiday break on January 4, 2023.
- The Holiday Party at the recreation center was a huge success. The children had a great time. Thank you once again to Mayor George Hubbard, The Trustees, Paul Pallas, Village Administrator and Sylvia Pirillo for their continued support throughout the year.
- A special "Thank You" to Doug Jacobs for being Santa Claus once again this year.
- The recreation center is sanitized daily.
- ❖ The After School Program commenced on January 3rd after the holiday break.

Campground

Tasks Accomplished

- The campground closed on December 1st.
- * Bathrooms were winterized and everything was shut down.
- All seasonal reservations for 2023 have been completed.
- Reservations for 2023 for tents and RVs continue to be taken. A waitlist has been developed as well.

Attachments:

RECREATION MONTHLY REVENUE REPORT DECEMBER 2022 (PDF)

	MARINA				CAMPGROUND				MOORINGS			
	FISCAL YEAR FISCAL YEAR	FISCAL YEAR	FISCAL YEA									
	2020	2021	2022	2023	2020	2021	2022	2023	2020	2021	2022	2023
JUNE	5 189,694.54	\$ 105,335.55	\$ 402,754,97	\$ 531,545.11	\$ 80,435.00	\$ 54,920.51	\$ 69,227.00	\$ 118,817,75	\$ 36,400.00	¢ 35 400 00	\$ 32,100.00	f 22.000.0
JULY	134,727.53	182,091.44	96,808.51	158,655.93	25,360.00	26,350.00	26,767.00	28,995.00	3 36,400.00	3 33,400.00	3 32,100.00	3 32,000.0
AUGUST	117,311.08	164,930.68	122,897.70	200,293,25	17,539,50	23,517.00	31,338.00	32,442.50	-	<u>:</u>		:
SEPTEMBER	101,314.05	91,698.56	50,520,90	53,564.48	19,015.00	13,675.00	20,520.00	24.215.00	-			
OCTOBER	17,715.25	48,943.46	46,422.76	37,998.32	10,349,50	17,725.00	16,565.00	9,905.00	·	: -	: -	900.0
NOVEMBER		(17,719.06)		1,596.00	10,545.50	9,985.00	9,940.00	3,640.00	2,200.00	1,200,00	3.000.00	
DECEMBER		134.61			-	3,303.00	3,340.00	3,040.00	1,400.00	3.800.00	3,500.00	2,200.0
JANUARY			7,278.87		3,155.00	3,075.00	5,865.02		5,900.00	5,700.00	5,600.00	2,200.0
FEBRUARY	1.311.50		1.095.37		490.00	5,075.00	(729.99)		1,900.00	1,500.00	900.00	
MARCH	2,007.99	6,769.59	4,743.09		1,290.00	2.975.00	100.00		2,600.00	1,300.00	500.00	
APRIL		(2,306,36)			1,250.00	1,135.00	6,200.00		500.00	1,300.00	900.00	
MAY	1,818.05	10,479,55	27,622.20		3,645.00	7,075.00	3,647.96		1,300.00		400.00	
	1		2.7022120		3,043.00	7,075.00	3,047.50		1,300.00	•	400,00	
YEAR TO DATE	\$ 565,899.99	5 590,358.02	\$ 760,724.38	\$ 983,653.09	\$ 161,279.00	\$ 160,432.51	\$ 189,439.99	\$ 218,015.25	\$ 52,200.00	\$ 48,900.00	\$ 46,900.00	\$ 35,600.0
	CAMERA OBSCU	JRA .			CAROUSEL				ICE RINK			
	1				CAROUSEE				ICE KINK			
	FISCAL YEAR FISCAL YEAR	FICCAL VEAD	FICCAL NEAR									
	2020	2021	2022	2023	2020	2021	2022	2023	2020	2021	FISCAL YEAR 2022	FISCAL YEAR
				10.5	2020	2021	2022	2023	2020	2021	2022	2023
JUNE	\$ 30.00	\$.	\$ 19.00	\$ 19.00	\$ 19,439.00	\$.	5 16.753.55	\$ 8,653.55				
JULY	108.00		13.00	15.00	55,026.85		45,122.05	53,917.73	·			
AUGUST	106.00		51.00	7.00	55,430.64		41,894.85	55,033.65		-		
SEPTEMBER	37.00	18.00		10.00	22,070.65		19.080.77	22,289.00		-		
OCTOBER	14.00	5.00	2.00	11.00	10.096.43	72 0	8,692.00	10,237.50	300.00			
NOVEMBER					8,976.38		6,984.00	7,470.75	950.00			
DECEMBER			-		1,861.00		4,083.00	5,248.00	20,709.50		1,975.00	
JANUARY					4,524.00		3,648.80	3,210.00	15,574,52		14,072.28	
FEBRUARY					6,275.00		5,103,50		15,282.00		6,755.00	
MARCH			-		1,678.00		5,541.40		1,743.00	<u>:</u>	450.00	
APRIL					150.00	7,575.05	10,664.00		1,743.00		430.00	
MAY		5.00	29.00		130.00	8,224.00	15,566.54		-	:		
							1					0.6774
	\$ 295.00	5 28.00	\$ 114.00	\$ 62.00	\$ 185,527.95	\$ 15,799.05	\$ 183 134 46	\$ 162.850.18	\$ 54,559.02	Š -	5 23.252.28	٠ .



236 Third Street Greenport NY 11944

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

MAYOR GEORGE W. HUBBARD,

JR. EXT. 215

TRUSTEES
JACK MARTILOTTA
DEPUTY MAYOR

PETER CLARKE

MARY BESS PHILLIPS

JULIA ROBINS

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

CLERK SYLVIA PIRILLO, RMC EXT. 206

INTERIM TREASURER STEPHEN GAFFGA EXT. 213 Submitted: January 11, 2023

Meeting: January 19, 2023 7:00 PM

Work Session Meeting

To: Mayor George W. Hubbard, Jr.

Board of Trustees

Prepared By: Stephen Gaffga, Village Interim Treasurer

From: Stephen Gaffga, Village Interim Treasurer

Department: Treasurer's Department

JANUARY 2023 INTERIM TREASURER REPORT

REQUEST A MOTION BE PLACED ON THE AGENDA FOR:

RESOLUTION authorizing Interim Treasurer Gaffga to perform attached Budget Amendment # 5146 to appropriate reserves to fund the purchase of 4 cylinder heads for Village Power Plant per VBR# 11-2022-11, and directing that Budget Amendment # 5146 be included as part of the formal meeting minutes of the January 26, 2023 Regular Meeting of the Board of Trustees.

RESOLUTION scheduling a public hearing for the 2023-2024 Village Tentative Budget at 6:00 p.m. on April 13, 2023 at the Old Schoolhouse, Front and First Streets, Greenport, New York 11944; and directing Clerk Pirillo to notice the budget hearing accordingly.

RESOLUTION authorizing the Village of Greenport to add the outstanding water and sewer balances in arrears to the Village of Greenport 2023 tax bills for the respective property, per calculations to be completed by, on or before April 30, 2023.

UTILITY BILLING

December billing completed. End of month reports for Dec filed.

Sector 1 read, bills to be produced on 1/11/23.

Sector 2 currently being read, to be finished by 1/13/23.

COMMUNITY DEVELOPMENT/ HOUSING AUTHORITY

8 recertifications and 3 interims were performed for December 2022.

SIGNIFICANT COLLECTIONS

Rents for December 2022 - \$ 84,838.36

Property Tax Collected through December 2022 - \$ 955,297.13

SIGNIFICANT PAYMENTS

INFORMATIONAL:

Cash Holdings Report - See attached

Utility Billing Statistics Report - See attached

Attachments:

BANK BALANCE SHEET DECEMBER 2022

(PDF)

BILLING STATISTICS DECEMBER 2022 (PDF)

PROPERTY TAX COLLECTED THROUGH DECEMBER 2022

(PDF)

HA FINANCIALS DECEMBER 2022

(PDF)

CD FINANCIALS DECEMBER 2022

(PDF)

BUDGET AMENDMENT 5146 (PDF)

TI IND	DANK AGGGCCC				
FUND	BANK ACCOUNT NAME	G/L ACCT#	TYPE	BALANCE	
Α	General	A.0200.000	Checking	102,810.15	
Α	Repair & Maintenance	A.0200.400	Checking	101,830.59	
Α	Greenhill Cemetery	A.0201.100	Savings	33,655.81	
Α	Money Market	A.0201.130	Money Market	1,290,006.38	-4-11
Α	Fire Apparatus	A.0221.110	Savings	683,786.06	
Α	Bulding Department Escrow	A.0235.101	Checking	52,547.59	
Α	Parks and Recreation	A.0200.200	Checking	14,465.87	
Α	General Investment Savings	A.0201.110	Muni Investment Pool		
Α	American Recovery Plan	A.0200.415	Checking	-	
			TOTAL	GENERAL FUND	\$ 2,279,102.4
CD	Small Cities Rehab.	CD.0200.000	Savings	15,477.00	
CD	NYS CDBG Funds	CD.0200.400	Public Funds Acct	226.21	
			TOTAL COMMUNIT	Y DEVELOPMENT	\$ 15,703.2
E	Light Fund	E.0121.100	Checking	386,945.93	
Е	Light Depreciation Savings	E.0116.100	Savings	1,767,349.44	
E	Light Investment Savings	E.0201.110	Muni Investment Pool	-	
E	TTC Collections	E.0121.120	Savings	116,388.78	
Е	Renewable Energy Savings	E.0121.130	Savings	158,435.10	
E	Consumer Deposit Savings	E.0191.100	Savings	121,944.16	
E	Consumer Deposit Checking	E.0244.200	Checking	7,055.77	
			то	TAL LIGHT FUND	\$ 2,558,119.1
F	Water	F.0200.000	Checking	231,791.31	
F	Water Fund Capital	F.0200.400	Savings	8,395.83	
F	Water Investment Savings	F.0201.120	Muni Investment Pool	-,,,,,,,,	
F	Water Fund CD (MM)	F.0201.000	Money Market	203,528.86	
F	Water Fund Money Market	F.0201.130	Money Market	386,626.20	
				,525,20	\$ 830,342.2
	To the first blanch of the second of the sec				
G	Sewer	G.0200.000	Checking	187,830.37	
G	NYS DEC Consent	G.0201.000	Savings	31,546.84	

G	Sewer Fund I	G.0201.100	Money Market	896,604.91	
G	Sewer Investment Savings	G.0201.110	Muni Investment Pool	-	
G	NYSEFC	G.0205.000	Checking	185,851.61	
G	Sewer Wastewater	G.0220.110	Savings	12,178.71	
G	NYSERDA	G.0525.000	Checking	111.01	
			то	TAL SEWER FUND	\$ 1,314,123.4
Н	Capital	H.0200.000	Checking	463,376.36	
Н	Capital Reserve	H.0200.400	Savings	49,735.99	
			тот	AL CAPITAL FUND	\$ 513,112.3
TA	Trust & Agency	TA.0200.000	Checking	35,534.13	
TA	Retirement Savings	TA.0201.000	Savings		
TA	WWI Memorial Trust	TA.0201.001		49,087.53	
TA	T & A Special Escrow	TA.0201.001	Savings	731.84	
TA	Justice Court	TA.0201.002	Savings	6,610.80	
TA	Global Common	77	Savings	4,798.51	
TA		TA.0201.009	Savings	271,836.12	
	Basketball Court Donations	TA.0200.101	Checking	1,992.00	
TA	Tree Committee	TA.0200.102	Checking	5,540.73	
TA	Summer Day Camp Donations	TA.0200.103	Checking	1,680.00	tor evine to a
TA	Recreation Center Donations	TA.0200.104	Checking	19,167.78	
TA	Friends of Fifth Street	TA.0200.106	Checking	113.00	
TA	American Legion Bldg	TA.0200.107	Checking	200.00	
TA	Fifth Street Rehab	TA.0200.120	Checking	13,796.00	
TA	Carousel Committee	TA.0200.113	Checking	16,120.86	
TA	Mitchell Park Bathrroms Rehab	TA.0200.115	Checking	30,000.00	
TA	Accounts Payable	TA.0202.000	Checking	1,047,710.33	
	1		TOTAL TRUST	& AGENCY FUND	\$ 1,504,919.6
	Wire Account			1,900,585.89	
	Utility Clearing			117,035.06	
					\$ 2,017,620.9
			TOTA	AL VILLAGE WIDE	\$ 11,033,043.4

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EOM Billing Statistics Report

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Rate Summary						g otati
Service	Rate# - Description	Bills	Min. Bills	Usage	Charge	Total
Sewer Total		82	56	737.6064	21,853.36	21,853.36
Water	53 - OUTSIDE RES SEWER (50, 50)	78	0	781.66	0.00	0.00
Water Total		78	0	781.66	0.00	0.00
Route Total		160	56	1519.2664	21,853.36	21,853,36

Route Book 81 Rate Summary

 Service
 Rate# - Description
 Bills
 Usage
 Charge
 Demand
 PCA
 NYSCES
 Comm Tax
 Total

 Electric
 13 - Demand - Class 3 (5, 5)
 5
 36600
 20,492.94
 794.5
 9,459.51
 4,906.95
 1,548.73
 1,044.81
 37,452.94

 Electric Total Route Total
 5
 36600
 20,492.94
 794.5
 9,459.51
 4,906.95
 1,548.73
 1,044.81
 37,452.94

Route Book 82 Rate Summary Service Rate# - Description Bills Min. Bills Usage Charge Total 54 - Sewer - OUTSIDE RES SEWER (50, 50) Sewer 80 54 737.6064 15,490.36 15,490.36 62 - O/S DRIFTWOOD COVE 52 1 3,276.00 3,276.00 63 - O/S DRIFTWOOD COVE 49 0 3,087.00 3,087.00 Sewer Total 82 56 737.6064 21,853.36 21,853.36 Water 53 - OUTSIDE RES SEWER (50, 50) 78 781.66 0 0.00 0.00 Water Total 78 0 781.66 0.00 0.00 Route Total 160 56 1519.2664 21,853.36 21,853.36 1/11/2023 12:18:01 PM

EOM Billing Statistics Report

Page 14 of 16

			FOI	I Billing St	atistics	Repo	rt					Page '
Rate Summary - All Routes												
Service	Rate# - Description	Bills	Min. Bills	Usage	Charge	Usage	Demand	Contract	PCA	NYSCES	Comm Tax	Res Tax
Electric	2 - Electric - Flat Charge	11	0	0		0		523.60				8.80
	9 - Residential (1,1)	1371	0	872618	100,654.29	0			9,710.15	4,115.11		2,751.20
	10 - Water Heating (2, 2)	11	0	1486	113.28	0			22,20	7.00		3.56
	11 - All Electric (3, 3)	348	0	318667	35,409.32	0			4,747.82	1,502.83		1,035.23
	13 - Demand - Class 3 (5, 5)	5	0	366600	20,492.94	794.5	9,459.51		4,906.95	1,548.73	1,044.81	
	14 - Village St. Lighting (6, 6)	5	0	29974.45	3,450.05	0			447.88	141.36		
	15 - Town St Lighting (7, 7)	1	0	1155.87	133.04	0			17,27	5.45		
	19 - Traffic Lights (11, 11)	1	0	1341	139.38	0			20.04	6.32		
	20 - Contract St Lighting (12, 12)	4	0	769.5	0.00	0						
	21 - Sterling Harbor (13, 13)	2	0	1437.75	165.48	0			21.48	6.78	16.71	
	66 - Reconnection Fee- Residential	1	0	0		0		75.00				
Electric Total		1760	0	1594049.57	160,557.78	794.5	9,459.51	598.60	19,893.79	7,333,58	1,061,52	3,798,79
Sewer	3 - Sewer -INSIDE Flat Charge	31	0	0	1,633.70	0				1011 * 1000 004 900 000 1		
	23 - Sewer - IN VILL 3/4" W/SEWER (14, 14)	897	575	3486.9	53,993.50	0						
	25 - Sewer - IN VILL 1" W/SEWER (15, 15)	30	9	395.8	4,831.64	0						
	27 - Sewer - IN VILL 1 1/2" W/SEWER (16, 16)	12	4	153.9	2,204.55	0						
	29 - Sewer - IN VILL 2" W/SEWER (17, 17)	28	11	336.1	5,026.45	0						
	31 - Sewer - IN VILL 3" W/SEWER (18, 18)	1	1	1.8	42.00	0						
	33 - Sewer - IN VILL 4" W/SEWER (19, 19)	3	2	485.1	7,542.00	0						
	54 - Sewer - OUTSIDE RES SEWER (50, 50)	80	54	737,6064	15,490.36	0						
	57 - SPLIT SEWER BILLING (52, 52)	1	0	0	0.00	0						
	62 - O/S DRIFTWOOD COVE 52	1	1	0	3,276.00	0						
	63 - O/S DRIFTWOOD COVE 49	1	1	0	3,087.00	0						
	64 - O/S PECONIC LANDING 301	1	-1	245	18,963.00	0						
	65 - O/S CLIFFSIDE CONDOS-SEWER	1	1	40	4,410.00	0						
Sewer Total		1087	660	5882.2064	120,500.20	0						
Water	5 - Water - Flat Charge	32	0	0	901.50	0						
	22 - RES VILL 3/4" W/SEWER (14, 14)	924	351	3884	26,444.96	0						
	24 - RES VILL 1" W/SEWER (15, 15)	31	4	439	2,121.31	0						
	26 - COMM VILL 1 1/2" W/SEWER (16, 16)	13	9	174	937.62	0						
	28 - COMM VILL 2" W/SEWER (17, 17)	30	21	374	2,253.49	0						
	30 - COMM VILL 3" W/SEWER (18, 18)	-1	1	2	44.46	0						
	32 - COMM VILL 4" W/SEWER (19, 19)	3	1	548	2,621.57	0						
	46 - COMM VILLAGE 1 1/2" (42, 42)	1	1	0	44.46	0						
	47 - COMM VILLAGE 2" (43, 43)	7	5	271	1,401.35	0						
	48 - RES VILLAGE 3/4" (44, 44)	126	112	82	2,495,43	0						
	49 - RES VILLAGE SEWER ONLY (45, 45)	6	0	0	0.00	0						
	52 - FLAT-FIRE SPRINKLERS (49, 49)	32	0	0	0.00	0						
	53 - OUTSIDE RES SEWER (50, 50)	78	0	781.66	0.00	0						
Water Total	Committee - Experience Committee of the control of the control of the control of the Committee of the Commit	1284	505	6555.66	39,266,15	0						
electric-small commercial	12 - Commercial (4, 4)	365	0	687132.6	78,060.32	0			10,267.10	3,240.53	C CE1 E7	
	16 - Operating Municipalt (8, 8)	33	0	55649	6,364.63	0			831.51	262.42	6,651.57	
	17 - Water Department (9, 9)	2	0	0	24.86	0			031.31	202.42		
	18 - Sewer Department (10, 10)	10	0	53277	5,824.95	0			700.00	254 25		
	73 - Electric Power Plant	6	0	65798	0.00	0			796.06	251.25		
electric-small commercial To		416	0	861856.6	90,274.76	0			11,894.67	2 754 00	0.054.57	
Grand Total	M-000	4547	ter in the same of	2468344.0364			9,459.51	509 60	31,788.46	3,754.20	6,651.57	2 700 70
					,000.00	7.54.5	0,400.01	330.00	31,700.40	11,007.78	7,713.09	3,795.79

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EOM Billing Statistics Report

Page	4.0	-6	40

Rate Summary - All Routes		_
Service	Rate# - Description	Total
Electric	2 - Electric - Flat Charge	532.40
	9 - Residential (1,1)	117,230.75
	10 - Water Heating (2, 2)	146,04
	11 - All Electric (3, 3)	42,695.20
	13 - Demand - Class 3 (5, 5)	37,452,94
	14 - Village St. Lighting (6, 6)	4,039.29
	15 - Town St Lighting (7, 7)	155.76
	19 - Traffic Lights (11, 11)	165.74
	20 - Contract St Lighting (12, 12)	0.00
	21 - Sterling Harbor (13, 13)	210.45
	66 - Reconnection Fee- Residential	75.00
Electric Total		202,703.57
Sewer	3 - Sewer -INSIDE Flat Charge	1,633.70
	23 - Sewer - IN VILL 3/4" W/SEWER (14, 14)	53,993.50
	25 - Sewer - IN VILL 1" W/SEWER (15, 15)	4,831.64
	27 - Sewer - IN VILL 1 1/2" W/SEWER (16, 16)	
	29 - Sewer - IN VILL 2" W/SEWER (17, 17)	5,026.45
	31 - Sewer - IN VILL 3" W/SEWER (18, 18)	42.00
	33 - Sewer - IN VILL 4" W/SEWER (19, 19)	7,542.00
	54 - Sewer - OUTSIDE RES SEWER (50, 50)	15,490.36
	57 - SPLIT SEWER BILLING (52, 52)	0.00
	62 - O/S DRIFTWOOD COVE 52	3,276.00
	63 - O/S DRIFTWOOD COVE 49	3,087.00
	64 - O/S PECONIC LANDING 301	18,963.00
	65 - O/S CLIFFSIDE CONDOS-SEWER	4,410.00
Sewer Total	US ON OCH TOIDE CONDOS-SEWER	
Water	5 - Water - Flat Charge	120,500.20
	22 - RES VILL 3/4" W/SEWER (14, 14)	901.50
	24 - RES VILL 1" W/SEWER (15, 15)	26,444.96
	26 - COMM VILL 1 1/2" W/SEWER (16, 16)	2,121,31
	28 - COMM VILL 2" W/SEWER (17, 17)	937.62
	30 - COMM VILL 3" W/SEWER (18, 18)	2,253.49
		44.46
	32 - COMM VILL 4" W/SEWER (19, 19)	2,621.57
	46 - COMM VILLAGE 1 1/2" (42, 42)	44.46
	47 - COMM VILLAGE 2" (43, 43)	1,401.35
	48 - RES VILLAGE 3/4" (44, 44)	2,495.43
	49 - RES VILLAGE SEWER ONLY (45, 45)	0.00
	52 - FLAT-FIRE SPRINKLERS (49, 49)	0.00
Water Total	53 - OUTSIDE RES SEWER (50, 50)	0.00
electric-small commercial	20.0	39,266.15
electric-small commercial	12 - Commercial (4, 4)	98,219.52
	16 - Operating Municipalt (8, 8)	7,458.56
	17 - Water Department (9, 9)	24.86
	18 - Sewer Department (10, 10)	6,872,26
-1	73 - Electric Power Plant	0.00
electric-small commercial To Grand Total	tal	112,575.20
Grand Total		475,045.12

Page 101 of 101 Prepared By: STEPHEN

VILLAGE OF GREENPORT

Date Prepared: 01/11/2023 09:57 AM

Report Date: 01/11/2023 Purpose Table: ALL

Payment 05/26/2022 To 12/31/2022 Report

Grand Totals Count Payment Amt Co	MT 92 41,402.50	MT 7,351.11	820 896,514.24	MT 16 5,130.14	Total PRINCIPAL 950,397.99	66 4,899.14	Total PENALTY 4,899.14	955,297.13
Count Refunds Paym	4		896		950		,	926
Payment Total Writeoff	1,402.50	7,351.11	5,514.24	5,130.14	950,397.99	4,899.14	4,899.14	5,297.13

SECTION 8 VOUCHER PROGRAM DECEMBER P9

1/11/2023 9:36 AM

	cial Data Schedule - Monthly Re MBER 2022			10.00 11.11.1	1000000	,			77	TOTAL VOUCHERS	TOTAL HAP, PORT, UTILITIES	97,653.00	36.00	\$ -	5
ger v					okástásai i	torus esta	listanuja ja	1000	40 111144	Vouchers Leased on			CONTRACTOR OF STREET		PARTIE
	Palestra Maragina							Tr (75						
								inor	2	New Vouchers Issued	d/No Lease/Searching				
	REVENUE:											A COST NAME.			
706	PHA HUD Operating Grants	S	98,452.00	7											1
706a	Admin fee revenues	s	9,845.00			(714.010	covery HAP	l.							
/ 000	Admin ree revenues	3	7,843.00	3		Fraud Re		-			S Tax Cons		-		+
711	Interest Earned - HAP			S		ADMIN (1
					7.00		•	EX.							
	Interest Earned - ADMIN			\$ 3,8	/4.00	Add'l HA			0	Portable Vouchers		1			
							ee ental from	1.							
714	Fraud recovery	S				CD			77	All other Vouchers					
700	TOTAL REVENUE	\$	113,372.00	5 1,2	01.00	Add'I Al	MIN from HU	JD .							
	EXPENSES:														
	Administrative						1 - 1 - 1 - 1 - 1						-		-
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910	Administrative Total	450	Selector)			4	0.8829	Villag	e of Greenp	ort total					
962	Other General Expenses (Office Rent)	\$	550.00								-,	ļ.,	1 .		l)
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213 Center St & 278 2nd Street Mo Account Description			- Continues on the second	The state of the s	West of the Contract of the Co	1	et restation in the sales of the	1	
The real of manifest of the state of the sta		ENUE: 213 Center Center	REVENUE: 27 UNIT 1 - 8124		UNIT 3	НО	USE		
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EXCESS (DEFICIENCY) OF TOTAL REVENUE									
OVER (UNDER) TOTAL EXPENSES	S	14.69		\$ (945.39)					

Date Prepared: 01/11/2023 04:00 PM

VILLAGE OF GREENPORT

GLR4150 1.0

Page 1 of 1

Budget Adjustment Form

Year:

2023

Period: 1

Trans Type:

B2 - Amend

Status: Batch

Trans No:

5146

Trans Date: 01/11/2023

User Ref:

STEPHEN

Requested: P. PALLAS

Approved:

Created by:

STEPHEN

01/11/2023

Account # Order: No

Description: TO APPROPRIATE RESERVES TO FUND THE PURCHASE OF 4 CYLINDER

HEADS FOR THE VILLAGE POWER PLANT PER VBR #11-2022-11

Print Parent Account: No

Account No. **Account Description** Amount E.5990 APPROPRIATED FUND BALANCE 88,000.00 E.0345 MISC POWER PLANT EQUIPMENT 88,000.00 **Total Amount:** 176,000.00



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

INTERIM TREASURER STEPHEN GAFFGA EXT. 213 Submitted: January 12, 2023

Meeting: January 19, 2023 7:00 PM

Work Session Meeting

To: Mayor George W. Hubbard, Jr.

Board of Trustees

Prepared By: Jeanmarie Oddon, Deputy Clerk

From: Jeanmarie Oddon, Deputy Clerk

Department: Village Clerk Department

Village Clerk January 2023 Work Session Report

VILLAGE of GREENPORT - BOARD of TRUSTEES WORK SESSION

to be presented at the meeting held on January 19, 2023 Report of Sylvia Lazzari Pirillo, Village Clerk

Agreements and Contracts

The annual contract for the provision of snow removal services was sent for execution to Stanley Skrezec on December 28th.

The annual contract for Contractor Services was sent for execution to Stanley Skrezec on December 28th.

The annual contract for the delivery of diesel fuel was sent for execution to Burt's Reliable on December 28th.

The annual contract for the delivery of No. 2 Heating Oil was sent for execution to Burt's Reliable on December 28th.

The contract between the Village and Sendlewski was fully executed on December 29th.

The contract between the Village and the Hockey League was transmitted electronically to the League for execution on December 30th.

The contract between the Village and the Hockey Club was transmitted electronically to the Club for execution on December 30^{th} .

Legal Notices

Open positions were noticed in the following Departments:

- Road (Laborer)
- Marina (Park Attendant III)
- WWTP (Helper)
- Electric (Maintenance Mechanic II)

The positions were noticed in the January 12th edition of the paper, and resumes/applications are returnable by February 2nd.

<u>Moratorium</u>

The public hearing notice and proposed local law pertaining to the January 26th public hearing were published in two places on the official Village website on December 23, 2022.

The legal notice for the January 26th public hearing was published in the January 5th edition of the paper.

Resolutions for the Regular Meeting

RESOLUTION approving the Public Assembly Permit Application submitted by Rena Casey Wilhelm on behalf of the Greenport Skate Park for the use of the Greenport Skatepark from 6:00 p.m. through 9:00 p.m. on October 6, 2023 and from 12:00 noon through 8:00 p.m. on October 7, 2023 for a Sound and Skate Festival and further approving a waiver of the requisite \$ 50 permit fee.

RESOLUTION approving the Public Assembly Permit Application submitted by Robert Vitelli on behalf of the New York LGBT Network for the use of specified Village streets and Mitchell Park from 12:00 noon through 5:00 p.m. on June 24, 2023 for a Pride Parade.

RESOLUTION acknowledging the retirement of Office Assistant Deborah McLoughlin effective January 6, 2023 and authorizing Deborah McLoughlin to work per-diem, part- time as required, at an hourly wage rate of \$ 27.1927 per hour.

RESOLUTION ratifying the hiring of Rileigh Frend as a part-time Skate Guard/Carousel employee at an hourly rate of \$15.00 per hour effective January 18, 2023.

RESOLUTION approving an increase in the hourly wage rate of parttime Parks Department employee Everett Nichols from \$ 16.00 per hour to \$ 17.00 per hour, effective February 1, 2023.

RESOLUTION approving an increase in the hourly wage rate of parttime Meter Reader Robert Walden, Jr. from \$ 15.00 per hour to \$ 17.00 per hour, effective February 1, 2023.

RESOLUTION accepting the proposal submitted by H2M, dated December 19, 2022 to prepare the Annual Water Supply Statement / Consumer Confidence Report, including the results of the New York State Department of Health's Source Water Assessment Program and the supplemental data package; and to submit the Annual Supply Statement and Supplemental Data Package to the Suffolk County Department of Health Services, New York State Health Department and New York State Department of Environmental Conservation, at a total cost of \$ 2,500; to be expensed from Account F.8310.413 (Special Services).

RESOLUTION accepting the attached proposal submitted by Susan Stohr for the development and implementation of legislative and communications strategies to support the Village of Greenport in efforts to: continue the provision of grant administration services related to the microgrid storm hardening grant-funded project currently in progress, the Village of Greenport North Ferry Terminal reconstruction project, and to secure State and Federal appropriations funding including IIJA and IRA funding grants and external funding, with a maximum cost of \$ 20,250; with the Agreement term date to end on December 31, 2023.

RESOLUTION accepting the proposal submitted by New Gen Strategies and Solutions for the undertaking and completion of a utilities rate study per the bid opening on October 13, 2022 and authorizing Mayor Hubbard to sign the contract between he Village of Greenport and New Gen Strategies and Solutions.

RESOLUTION accepting the attached Service Agreement submitted by Garratt-Callahan Company for the provision of a water treatment chemical program and service therefor, and authorizing Mayor Hubbard to sign the Service Agreement with Garratt-Callahan Company.

RESOLUTION setting the 2023 Village of Greenport property tax lien sale for 10:00 a.m. on March 14, 2023 at Greenport Village Hall, 236 Third Street, New York, 11944; and directing Clerk Pirillo to notice the tax lien sale accordingly.

RESOLUTION authorizing the solicitation of a Request for Quotations for the purchase of Engineered Wood Fiber as a substrate for playground equipment to be procured via CDBG/HUD funding for the Fifth Street Park, and directing Clerk Pirillo to notice the Request for Quotations accordingly.

RESOLUTION authorizing the solicitation of a Request for Quotations for the purchase of six (6) pad-mounted transformers of various sizes and voltages for future electrical projects and inventory purposes, and directing Clerk Pirillo to notice the Request for Quotations accordingly.

Attachments:

H2M Proposal dated 12-19-2022 (PDF)

Susan Stohr Proposal (PDF)

Garratt-Callahan Service Agreement (PDF)



architects + engineers

538 Broad Hollow Road, 4th Floor East Melville, NY 11747 | tel 631.756.8000

December 19, 2022

Mr. Paul J. W. Pallas, P.E., Village Administrator Inc. Village of Greenport 236 Third Street Greenport, New York 11944

Re:

Inc. Village of Greenport - Water Department

Proposal – 2022 Annual Water Supply Statement/Consumer Confidence Report

H2M Letter Proposal No.: LP221538

Dear Mr. Pallas:

For the past 20 years, H2M has assisted the Village of Greenport in preparing the Annual Water Supply Statement as required by the U.S. Environmental Protection Agency, the New York State Health Department and Suffolk County Department of Health Services (SCDHS). H2M is pleased to present this proposal to prepare the combined Annual Water Supply Statement/Consumer Confidence Report and the associated required data.

H2M proposes to provide the following services:

- Prepare Annual Water Supply Statement/Consumer Confidence Report that summarizes the water quality from the Village's distribution system, and have the Village distribute the statement by May 31, 2023.
- This year, the State and County is requiring that the results of the New York State Health Department's Source Water Assessment Program (SWAP) for Long Island be included in the report to the public. The report will include general information on the SWAP, as specific information on the Village's wells and potential susceptibility to contamination.
- 3. Prepare the supplemental data package that summarizes the laboratory test results for every well for 2022. Provide the Village twenty (20) copies of the package that will be made available to the public at Village Hall.
- Submit Annual Supply Statement and Supplemental Data Package to SCDHS, New York State Health Department and New York State Department of Environmental Conservation.

H2M proposes to provide the above services at lump sum fee of \$2,500.

Please note that the USEPA and NYSDOH have changed the regulations for the delivery of the Annual Report. The Village can now utilize electronic delivery by posting the report on the Village's website. This will save the Village on printing and postage for the mailing. You will need to mail a postcard or add a note on the water bills that informs all residents where they can view the Annual Notice.

H2M appreciates the opportunity to continue to provide the Village with consulting engineering services.

Should you have any questions, please contact our office.

Very truly yours,

H2M architects + engineers

John R. Collins, P.E.

ice President | Dept. Mgr. – Water Resources

JRC:sli

CC:

Mayor George Hubbard, Jr.

J:\Ups\2022\p221538 - grpt - 2022 annual water quality report\up221538 - grpt - 2022 awqr proposal.docx



H2M Standard Terms & Conditions

Client Site Services

Inc. Village of Greenport

236 Third Street, Greenport, New York 11944

Preparation of 2022 Annual Water Quality Report

Client's Rep.

Paul Pallas, P.E.

Phone/E-Mail pjpallas@greenportvillage.org

H2M's Rep.

John R. Collins, P.E.

Phone/E-Mail | jcollins@h2m.com

- Applicability of Terms and Conditions.
- 1.1. Applicable to Scope of Services. The scope of services, pricing and schedules included with H2M's proposal are contingent upon the Client accepting the terms and conditions ("Standard T&C") herein. Any changes hereto which affect H2M's rights, obligations, or risk exposure shall entitle H2M to make appropriate adjustments to its pricing and proposal.
- 1.2. Applicable to Preliminary Services. These Standard T&C shall also apply to any services H2M performs prior to the Parties executing a written Contract. In such circumstances, Client's direction to H2M to render services shall constitute acceptance of these Standard T&C.
- 2. Authority of Signers and Parties.
- 2.1. Authority to Contract. The individuals signing the Contract each warrant that s/he is empowered to sign on behalf of and bind the indicated Party to these Standard T&C and all other components of the Contract.
- 2.2. Authority for Project. Client warrants that it has any authority and permission required from Owner to engage H2M in the Services concerning the Site, and to grant H2M physical access to the Site as needed to perform the Services.
- 3. Contractual Obligations
- 3.1. Designated Representative. Each Party shall designate a "Representative" in writing above. Each Representative shall have the authority to transmit and receive instructions and other information, and to render interpretations and decisions concerning the Project and Contract on behalf of the Party s/he represents. Each Party is entitled to rely on communications from the other Party's Representative as authoritative. Each Representative shall issue decisions, interpretations and communications promptly as to avoid unreasonable delays in delivery of the Services.
- **3.2. Commencement.** H2M is not obligated to commence or continue rendering any Services until both Parties have signed the Contract and Client has paid any required Fee advance specified in the proposal.
- 3.3. Performance Standards. Each Party shall exercise its rights and perform its obligations in a reasonable and non-negligent manner. H2M shall perform its Services within the Standard of Professional Care. Client shall pay compensation for all Services so rendered. H2M makes nor implies any other warranties or guarantees, herein or otherwise, concerning the Services or the outcome of the Project.
- 3.4. "Standard of Professional Care" means the standard of care and skill recognized by law to apply to licensed professionals practicing the same profession, under the same circumstances, at the same time and location, as the Services rendered by H2M. Nothing in any part of the Contract is intended, nor shall anything be so interpreted as, to elevate the Standard of Professional Care beyond the definition included here.
- 3.5. Document Ownership. All information (including but not limited to drawings and specifications) developed by H2M are instruments of service only, and not products produced for sale nor works made for hire.

- H2M reserves all of its copyright, ownership and other rights with respect to such information. Client shall not modify and shall not apply such information outside of the Project or for any purposes other than that for which it was created. Client shall defend and indemnify H2M against any claims, liabilities and costs associated with such unauthorized treatment of the information. Client may reuse the information for authorized purposes only with advance written consent from H2M that details the scope of, additional compensation for, and appropriate protections associated with such reuse.
- 3.6. Site Access. Client guarantees full and free H2M access to the Site and shall cooperate with H2M in gaining access to any other real property required for the performance of the Services.
- 3.7. Preliminary Information. Client shall provide to H2M in writing any pertinent information it possesses that might affect the Project requirements (including but not limited to design objectives and constraints, budgetary limitations, surveys, related reports and studies, environmental, geotechnical, and soil data, preliminary designs, etc.). H2M is entitled to rely on the accuracy of all information that the Client provides. H2M shall not be required to verify any such information, unless such task and information is specifically listed in the Scope of Services.
- 3.8. Hazardous Materials. Client warrants that to the best of its knowledge there are no constituents of concern on or adjacent to the Site, other than those previously disclosed in writing to H2M. Nothing in this Contract shall be interpreted to give H2M responsibility for the current existence or introduction (including by, but not limited to, dispersal, discharge, escape, release, or saturation, either sudden or gradual) to the Site of any hazardous materials (including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases) by anyone other than H2M. Client shall therefore hold H2M harmless as to all such matters.
- 3.9. Claims Assistance. H2M shall be entitled to hourly compensation as Additional Services for all time spent analyzing, preparing, testifying, and otherwise assisting Client to pursue or defend claims and disputes to which H2M is not a named plaintiff or defendant.

4. Payment Terms

- **4.1.** Fees. The "Fees" are the component of compensation to be paid by Client to H2M for its effort in providing the Services. The Fees pertaining to this Contract, are set forth in the proposal, and any Amendments to the Contract. Additional services, when required will be invoiced at hourly rates of compensation or a negotiated lump sum, plus reimbursable expenses.
- **4.2. Reimbursable Expenses.** The "Expenses" are the costs H2M incurs in rendering the Services which are to be reimbursed by Client. Expenses authorized by this Contract include but are not limited to:
- **4.2.1.** Transportation, lodging and subsistence incidental to the project, courier charges, reproduction, renderings or models, specialty field equipment and fees paid for securing approval of authorities having jurisdiction over the project;

- **4.2.2.** Sub-contractor expenses, plus a ten (10) percent mark-up to compensate H2M for its handling and administration costs;
- 4.2.2. Any other expenses set forth in the proposal.
- **4.3.** Taxes. The amount of any sales, excise, value added, gross receipts or any other type of tax that may be imposed by any taxing entity or authority shall be paid by Client in addition to the Fees and Expenses.
- **4.4.** Invoices. H2M shall provide invoices to Client for all Fees and Expenses due under this Contract. Payment of invoices shall not be contingent upon the action of any third party. Client shall pay each invoice within thirty (30) days of the invoice date.
- **4.5.** Interest on Past Due Amounts. Invoices, Fees, and Expenses will be past due as of the thirty first (31st) day following the date of the invoice. All past due amounts shall accrue interest at the maximum rate permissible by law until the date upon which they are finally paid.
- 4.6. Required Fee Advance. As security against the risks and costs of mobilizing to commence performing the Services, H2M may require a Fee advance. Any such Fee advance will be specified in the proposal. The fee advance will be deposited upon receipt and booked as an outstanding credit against accounts receivable from the Client. The Fee advance will be applied to Client's final invoice.

5. Project Risk Management

- **5.1. Mutual Waiver.** Except as otherwise specifically provided for in these T&C, neither Party shall hold the other responsible for any consequential damages, nor any damages other than direct damages.
- 5.2. Mutual Indemnification. Subject to the applicable concepts of contributory and comparative fault, and in addition to any other compensation provided by law or this Contract, each Party shall indemnify the other Party's "Indemnitees" (the Party, its owners, directors, officers, employees and volunteers) against third-party claims and liabilities (including the reasonable costs of defending such claims) for death, bodily-injury, and property damage, but only to the extent such have been caused by the negligence of the indemnifying Party (including its owners, directors, officers, employees, volunteers, and those contractors for whom it is legally responsible), and not to the extent such are caused by any other means (including but not limited to the negligence of the Indemnitees themselves).
- **5.3.** Insurance Coverage. H2M shall maintain the following insurance coverage while performing the Services. Upon request, H2M will provide a Certificate of Insurance to Client as Certificate Holder reflecting such coverage.
- 5.3.1. Workers' Compensation and Disability coverages with limits at least in the amount required by law.
- **5.3.2.** Employers' Liability coverage with policy limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.
- 5.3.3. Automobile Liability coverage for H2M owned and non-owned vehicles utilized in performance of its Contract obligations, meeting statutorily required coverage, and with policy limits not less than one million dollars (\$1,000,000) each accident for bodily injury, death of any person and property damage.
- **5.3.4.** Commercial General Liability coverage with policy limits of not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage.
- **5.3.5.** Professional Liability coverage for negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

- 5.3.6. Pollution Liability coverage with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate, whenever such would apply to H2M's Services.
- **5.4.** Additional Insured Coverage. Client shall be covered as Additional Insured under the terms of H2M's Commercial General Liability policy.
- 5.5. LIMITATION OF H2M LIABILITY. H2M'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM AND/OR RELATED TO THIS CONTRACT, THE SERVICES, THE PROJECT, AND/OR THE SITE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT OF FEES PAID UNDER THIS CONTRACT OR FIFTY THOUSAND DOLLARS (\$50,000.00).

6. Dispute Resolution

- 6.1. Notice of Claim or Dispute. An aggrieved Party shall give the other Party written notice of any claim or dispute arising from the Project, the Services, or this Contract. The Parties shall endeavor in good faith to resolve such matters fairly and amicably through negotiation. If the matter has not been resolved by negotiation within thirty (30) days of receipt of such written notice, either Party may demand mediation of the matter.
- **6.2. Mediation.** Unless the Parties agree to other rules, any mediation shall be conducted under the auspices of the American Arbitration Association (AAA), pursuant to its Construction industry mediation rules. Each Party shall bear its own mediation costs (except as specified in the rules, and except that the AAA fees, mediator fees, and if agreed the venue fees, shall all be borne equally by the Parties). Except as otherwise specifically permitted herein, a prospective plaintiff Party may not file an action before giving the other Party ten (10) day's written notice and opportunity to demand mediation. Such notice, and a good faith effort in any mediation timely demanded, shall be a condition precedent to the prospective plaintiff Party commencing litigation.
- **6.3.** Waiver of Jury Trial. The Parties hereby waive any and all rights to a trial by jury in any litigation pertaining to the Services or this Contract.
- 6.4. Certificate of Merit. As a condition precedent to filing any pleading containing a cause of action based on professional liability, Client must include a sworn Certificate of Merit from a similarly licensed professional explaining the applicable Standard of Professional Care and alleging the specific acts or omissions by which H2M violated the Standard.
- 6.5. Suspension of Services. Upon ten (10) days written notice, H2M may suspend delivery of the Services until any past due invoice is paid. Client shall hold H2M harmless for the impact of any such suspension.
- **6.6. Collection** Efforts. Upon ten (10) days additional written notice, H2M may refer any past due invoice to inside or outside counsel for collection. H2M is entitled to reimbursement by Client for the time and cost involved in such collection efforts.
- **6.7.** Liquidated Damages. Since the actual costs that H2M will suffer in such collection efforts is difficult to ascertain, the Parties agree that Client will pay H2M the following amounts as liquidated damages for such costs: two hundred dollars (\$200.00) when H2M refers a past due invoice for collection; plus either an additional six hundred dollars (\$600.00) when a collection action is filed in small claims court, or an additional two thousand dollars (\$2,000.00) when a collection action is filed in any other court. These liquidated damages are H2M's only remedy to recover such costs of collection.
- **6.8.** Payment Disputes. H2M's collection efforts are not subject to the mediation requirements set forth above. In disputing any invoice, Client shall adhere to the Mediation and Certificate of Merit requirements set forth above.

- 6.9. Project Suspension. Upon seven (7) days' written notice to H2M, Client may suspend the Project for any reason. If the aggregate number of Project suspension days exceeds sixty (60) days, such will constitute cause for termination.
- 6.10. Termination. Either Party may terminate this Contract for cause if the other Party substantially fails to perform its obligations or otherwise breaches a material term of this Contract. Such termination will only be effective upon seven (7) days' written notice and opportunity to cure. This Contract may also be terminated by the Client without cause by providing H2M thirty (30) days written notice. If this Contract is terminated H2M shall be entitled to invoice and to be paid for any Services performed prior to the termination. Notwithstanding any other provisions of the Contract, if H2M terminates this Contract for cause, in addition to any direct damages for breach of contract, it shall be entitled to recover from Client any expenses demonstrably attributable to termination
- 7. Definitions (additional definitions indicated by quotes in context).
- 7.1. "Client" means the person/entity for which H2M is obliged to perform the Scope of Services set forth in the Contract (and/or for which H2M performs services described in 1.2. above). Client and H2M are each individually a "Party" and are collectively the "Parties" to the Contract.
- 7.2. "H2M" means the entity appropriately authorized to offer and render the services contained in the proposal and Contract. Specifically H2M Associates, Inc.; H2M Architects & Engineers, Inc.; or H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C. (d/b/a H2M architects + engineers), as appropriate. No proposal is intended as, and none should be interpreted to be, an offer to provide any services in any location where H2M is not authorized to provide such services.
- 7.3. "Contract" means the written agreement by which H2M is obligated to perform services for the Client, and includes all components specified in the proposal or otherwise incorporated by written reference.
- 7.4. "Services" means those services H2M is required by the Contract to perform for the Client, as such are reflected in the agreed "Scope of Services" set forth in the proposal and any amendments thereto agreed by the Parties in writing.
- 7.5. "Project" means the Client's overall endeavor at the Site, of which H2M's Scope of Services is a component.
- 7.6. "Site" means the real property to which the Project pertains, or where components of the Project are being built or disposed.
- 7.7. "Owner" means the owner(s) of the Site, whether or not such owner is also the Client.
- 7.8. "Contractor" means any person or entity (including the employees and subcontractors at every level thereof), other than H2M (including H2M's own employees and subconsultants), that provides materials and/or services for the Client relating to the Project or the Site. Any licensed professional or firm engaged by a Contractor, or by the Client directly (rather than as a subconsultant to H2M) is also a Contractor.
- 7.9. "Contractor Activity" means every activity performed by a Contractor that is in any way related to furthering the Project or otherwise performed on the Site, regardless of whether such activity is required by contract. Contractor Activity also includes a Contractor's failure to perform any activity required by law or contract.

General Terms

- **8.1.** Headings. Paragraph numbering and headings are for navigational purposes only and shall be given no weight in construing the terms and conditions of this Contract.
- **8.2.** Integration. This Contract, the components of which are specified in the proposal, represents the entire and integrated agreement between Client and H2M. This Contract supersedes all prior representations,

- negotiations, and agreements, written or otherwise. In the event of any conflict between other Contract terms and these T&C, these T&C shall govern, unless the conflicting term specifically states that it is superior in precedence to this these T&C.
- 8.3. Severability. If any term or condition in this Contract is found to be unenforceable, the enforceable remainder shall be valid and binding upon the Parties. No waiver of any term or condition shall be construed to be a waiver of any subsequent breach.
- **8.4.** Amendment. Any modification or addition to this Contract shall not be enforceable unless agreed upon in writing.
- **8.5.** Delegation. Any delegation of a Party's right or obligation under this Contract shall be void unless made pursuant to advance written consent from the other Party.
- **8.6.** Force Majeure. Neither Party shall be responsible for damages or delay caused by extraordinary events that are beyond its reasonable control and due care (as nonexclusive examples, war, terrorism, and natural disasters).
- **8.7.** Choice of Law. The Standard of Professional Care applicable to the Services shall be supplied by the law of the state in which the Site is located. The remainder of this Contract shall be governed by the laws of the State of New York when the Site is located in New York, or by the laws of the State of New Jersey for all other Projects.
- 8.8. Choice of Forum. The Parties agree that the courts of New York State shall have jurisdiction over the Parties and their disputes arising under or related to this Contract as it pertains to any Site in New York State, and consent to the jurisdiction of said courts. Any New York litigation arising under or related to this Contract shall be filed in a court located in Nassau County, New York, or any New York county in which H2M maintains a permanent office at the time such litigation is commenced. The Parties agree that the courts of New Jersey shall have jurisdiction over the Parties and their disputes arising under or related to this Contract as it pertains to any Site outside New York State, and consent to the jurisdiction of said courts. Any non-New York litigation arising under or related to this Contract shall be filed in a court located in Morris County, New Jersey, or any New Jersey county in which H2M maintains a permanent office at the time such litigation is commenced.

Construction-Related Terms

- 9.1. Construction and Site Safety. Client represents that it is the Owner of the Site, or has the Owner's permission to control the Site. Nothing in this Contract or otherwise shall be interpreted to give H2M responsibility for safety upon the Site, nor for any means, methods, techniques, sequences, or procedures used, or failed to be used, in any Contractor Activity or other activity on the Project or Site (including, but not limited to shoring, bracing, scaffolding, underpinning, excavating, temporary retaining, erecting, staging, etc.). H2M employees shall comply with Site safety programs, when applicable.
- 9.2. Contractor's Insurance. Client is responsible for determining and demanding Contractor insurance that sufficiently protects Client. Additionally, to protect H2M, the Client shall cause any Contractor to procure, prior to commencing any Contractor Activity, at least the following insurance coverage, which must remain in force during all such activity and its associated guarantee:
- 9.2.1. Workers' Compensation and Disability coverages with limits at least in the amount required by law.
- 9.2.2. Employers' Liability coverage with policy limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.

- **9.2.3.** Automobile Liability coverage for Contractor owned and non-owned vehicles utilized in performance of the Contract Activity, meeting statutorily required coverage, and with policy limits not less than one million dollars (\$1,000,000) each accident for bodily injury, death of any person and property damage.
- **9.2.4.** Commercial General Liability coverage with policy limits of not less than one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury and property damage, and which includes the following features:
- 9.2.4.a. Explosion, Collapse and Underground coverage, whenever such would apply to the Contractor Activity;
- **9.2.4.b.** Pollution Liability coverage, whenever such would apply to the Contractor Activity;
- **9.2.4.c.** Contractual Liability coverage sufficient to insure the indemnity required by 7.4. below; and
- **9.2.4.d.** Additional Insured coverage for H2M, by endorsement using ISO Form CG 20 32 04 13, specifying each of the entities listed in 3.2. above, as well as all of their directors, officers and employees.
- **9.2.5. Professional Liability** coverage, whenever such would apply to the Contractor Activity, for negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.
- 9.3. Contractor's Indemnity. Client shall require each of its Contractors to agree, via a written contract executed prior to commencing any Contractor Activity, to defend and indemnify the Client and the "H2M Indemnitees" (including each of the entities listed in 3.2. above, as well as all of their directors, officers, employees, consultants and agents) against all claims, liabilities and costs arising, or alleged to arise, from the negligence of the Contractor (including its owners, directors, employees, contractors and any others for whom the Contractor is legally responsible) in its Contractor Activity or any of its other activities

- concerning the Project or Site. This obligation does not apply to such claims, liabilities and costs that are caused by the sole negligence of the H2M Indemnitee itself.
- 9.4. Cost Opinions. Any opinion of cost that H2M prepares is merely an estimate supplied for the Client's general guidance. H2M has no control over variations in market conditions, suppliers' or contractors' bidding strategies, nor the impacts that these and other variables have on the actual cost of labor and materials. Therefore, H2M cannot guarantee the level of accuracy of any such estimates. If greater accuracy is required, the Client shall separately engage an independent cost estimator.
- 9.5. Bid Process. If H2M is to participate in Contractor bid process, Client shall provide H2M with standard bid documents required and advertise for proposals from bidders, open the proposals at the appointed time and place and pay costs incident thereto. The Client shall hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs including application and permit fees incident thereto.
- 9.6. Construction Observation Services. If the Services include H2M providing construction observation services, H2M shall provide such services over a period defined in, and on a frequency defined in the proposal. Regardless of the required frequency, H2M shall observe the Contractors' work only for general conformance with the plans and specifications. Such Services do not include any obligation to review any Contractors' construction means, methods, techniques, sequences or procedures, or any safety precautions and programs in connection with the Project or Site. H2M is not responsible for any Contractors' failure to carry out its work in accordance with the construction contracts. If the construction schedule is extended for any reason (except due to H2M's own negligence) H2M shall be entitled to payment for its extended effort as additional services pursuant to 4.1. above, regardless of whether Client seeks reimbursement from the responsible party.

Accepted and Agreed

Client	Inc. Village of Greenport	H2M	H2M architects + engineers (New York)
Signature		Signature	
	1.75		4/1
By: Name		By: Name	John R. Collins, P.E.
Title		Title	Vice President
Date	*	Date	12/19/2022

VILLAGE OF GREENPORT PROPOSED 2023 SCOPE OF WORK

PRESENTED BY SUSAN STOHR, SJS ASSOCIATES

This proposal provides for the continuation of policy, logistical and administrative support for the Village Administrator regarding the identification, development and implementation of strategies to secure state and federal appropriations and grants funding to support the Village of Greenport (Village) project development, operational and policy objectives.

Greenport Municipal Utility Microgrid Project

- Continuing support for the Village Administrator in ongoing discussions with the Program Manager, Microgrids and other staff of the Governor's Office of Storm Recovery (GOSR) ("Resilient Homes and Communities") regarding Project development, schedule, the completion of federal forms and other requirements necessary to comply with federal requirements and advance the federal grant funding.
- Participation in bi-weekly conference calls with GOSR staff and the Village Administrator regarding Project status, developments.
- Participation, as necessary, in meetings with GOSR staff regarding the Project.
- Support, if necessary, to secure additional federal funding and/or support timeline extension for HTFC funding guidelines.
- Communication, if necessary, with Congressional members and staff to support Project federal grant funding efforts and/or secure additional grants funding for the Project.

Twin Forks Passenger Ferry Terminal Reconstruction Project

- Continuing support for the Village Administrator in ongoing discussions with the New York State
 Department of Transportation (NYS DOT) and the US Department of Transportation Federal Highway
 Administration (FHWA) regarding Project development, schedule, the completion of state and federal
 forms and other requirements necessary to comply with federal requirements and advance the federal
 grant funding.
- As necessary, participation in meetings and conference calls with NYSDOT, FHWA and other staff and the Village Administrator regarding Project status, developments.
- Support, if necessary, to secure additional federal funding and/or support timeline extension for federal DOT and NYS DOT funding guidelines.
- Continuation of efforts with NYS Congressional offices (Congressman LaLota, Sens. Schumer and Gillibrand) to confirm, commit NYS Department of Transportation (NYS DOT) repurposed funds for the redesign of the North Ferry Terminal Facility.
- Communication, as necessary, with Congressional members and staff to support Project federal grant funding efforts and/or secure additional grants funding for the Project.

Legislative

- Work with the relevant Congressional Members and staff in the DC and regional offices (including Sens. Schumer, Gillibrand and Congressman LaLota) and Members and staff in the NYS Legislative offices (including Sen. Palumbo and Assembly Member Giglio) to identify existing and emerging federal and state funds, including, but not limited to, the "Infrastructure Investment and Jobs Act" (IIJA), and "Inflation Reduction Act" (IRA) funds and state funds made available through the implementation of the "Climate Leadership and Community Protection Act" (CLCPA) to support the Village projects, programs, and objectives, including, but not limited to the Mitchell Park Bulkhead Replacement Project and the proposed Sewer Main Extension for the Sandy Beach and Safe Harbor Facilities.
- Continuation of efforts with NYS Congressional offices (Congressman LaLota, Sens. Schumer and Gillibrand if necessary) to secure NYS Department of Transportation (NYS DOT) repurposed funds for the redesign of the North Ferry Terminal Facility.
- As appropriate, development/implementation of strategies to advance and support the Village's
 project and operational funding priorities that may be potentially impacted by existing and emerging
 Congressional and New York State legislation.
- Work to identify additional (non-appropriations) federal and external funding sources (i.e. grants funding opportunities) that may be applicable funding sources for the Village.

SCHEDULE OF FEES

I propose a continuation of the existing contract through December 31, 2023 that provides for not more than 150 hours of consulting services at a fee of \$135 per hour for the term of the twelve-month contract.

In addition to the professional fee, I would be reimbursed for agreed upon, reasonable and necessary out-of-pocket expenses incurred in connection with my work with the Village.



SERVICE AGREEMENT

Beginning Date: 3/1/2023 End Date: 2/28	3/2024	Customer Number:		9786052	
Bill To: Attn: Doug Jacobs		Customer Site:	Attn: Doug		
Village of Greenport, Electric Department		Village of Greenport			
236 Third Street, Greenport NY 11944		400 Moores Lane, G	reenport N	Y 11944	
GARRATT-CALLAHAN COMPANY agrees to provide described in the following program summary.				from the effective date	as
For this program, CLIENT agrees to pay to GARRATT-0 Ten Thousand Eight Hun			f: DOLLARS	\$ 10,800.00	
Payable inI MONTHLY, \(\subseteq \text{QUARTERLY} \) Ten Thousand Eight Hun			ment(s) of: DOLLARS	\$ 10,800.00	
State and local taxes are not included in the dollar amount is submitted to GARRATT-CALLAHAN COMPANY.	t shown and l	will be added to each in Date:	voice unless a	tax exemption certifica	ite
Such invoices are to be paid by CLIENT \square monthly/ \square qube submitted to the customer.	uarterly/ 🛭 a	nnually. Only \square mon	thly/□quarte	rly/ 🛮 annual invoices v	vill
Invoices for materials used in conducting the program wi	ill be maintair	ned internally by GARF	ATT-CALLA	HAN COMPANY.	
When agreed upon by both parties, this contract can be	extended	additional year(s) at a	% increase per year.	
GARRATT-CALLAHAN COMPANY will make periodic of for you applicable systems and make recommendations for successful. Copies of our reports will be sent to response	or all necessa	ry parameters in orde	ne we will perf r to make you	orm all pertinent analys or treatment operation	ses
The contract figure is based upon maintaining all limits ac load conditions and operations. Any change in the criter	ccording to o	ur specifications and re expansions, additions, e	commendatio	ons, and also upon norm re renegotiation of term	nal ns.
GARRATT-CALLAHAN COMPANY will be responsible agreement. GARRATT-CALLAHAN COMPANY will no or circumstances beyond its control.	only for reas ot be respons	onable diligence and c ible for failure or delay	are in providir in providing i	ng its program under th ts program due to any a	ne ict
Either party may terminate this agreement when just caus not taken corrective action within 90 days of the written r container and within shelf life) and equipment shall be ret	notification. U	Ipon termination the re	in writing, and emaining chem	d if the deficient party h nical inventory (unopen	nas ied
By signing, you are indicating that you have read and agre	eed to our Te	rms and Conditions of	Sale, PO3410).	
CLIENT:		GARRAT	T-CALLAHAI	N COMPANY	
BY:	BY:		Peter Che		
(PRINTED NAME)		(PRI	NTED NAME		
(SIGNATURE/DATE)		(SIGN	NATURE/DAT	ГЕ)	
TITLE:	TITLE	≕ Seni	or Territory	Manager	



Terms and Conditions of Sale

Approval and Acceptance

All orders are subject to approval and acceptance at the Seller's office in Burlingame, California. The quoted prices are subject to acceptance within thirty (30) days of this quotation date, and may change without notice after that time. Orders received within the thirty (30) days period will be invoiced at the quoted figure provided delivery is accepted within six (6) months of G-C's receipt of the order. When delivery is required by the client after the six (6) months period (unless because of G-C's inability to make delivery) prices will be those prevailing at the time of shipment.

Prices and Freight Charges

Unless specifically quoted otherwise, all Garratt-Callahan (G-C) prices are f.o.b. destination, freight prepaid to any point in the Continental United States serviced by commercial truck lines. Alaska, Hawaii and all other destinations outside the continental U.S. will incur additional freight charges.

Note: The following exception applies:

A freight charge of \$100.00 will be added to shipments of chemicals less than or equal to 100 pounds gross weight. This charge does not apply to equipment, test kits or reagents.

As G-C prices include freight (except as noted above) you are not billed freight by the freight line.* In comparing G-C chemical formulation prices with those of companies that ship collect, add in a freight cost to their prices.

*When the customer requires delivery by a Garratt-Callahan truck or special services such as ChemFeed delivery, chemical transfer into another container, lift gate or stake trucks, weekend or holiday delivery, air freight, delivery within a building, etc., the charges will be added to the invoice. These additional charges will be billed separately unless included in a monthly, quarterly, or annual agreement. Where ChemFeed is available for a specific product the service includes chemical transfer into another container and removal of transferred empty drums.

Note: Lift gates will not be used to off-load totes (IBCs) due to the inherent danger of doing so.

International Orders

Buyer must pay the costs and freight charge to import the goods. Freight terms are EX-Works unless approved otherwise by the Burlingame Corporate Office.

Prices and Freight Charges - Maritime Sales

Maritime Sales are F.O.B Port within continental U.S.A. Selling prices are evaluated quarterly in order to determine whether a price change is warranted.



Applicable Taxes

Quoted prices do not include any applicable taxes or other charges levied by the government of the United States, any State, County, or local government body. Such levies, or charges, are to be paid by the Buyer.

Invoice Payment Terms

Terms are net thirty (30) days and prices do not include any applicable sales taxes. Customers with unpaid invoices after ninety (90) days will be subject to being placed on credit hold status until payment verification is made. Orders pending may be released at the discretion of the local Garratt-Callahan office or the Accounting Department Manager.

Warranty and Return

Materials sold are warranted to be free of defects in composition and workmanship. All other warranties, whether expressed or implied, are excluded unless such warranties are expressed in writing and signed by an officer of the G-C Company. Upon inspection and instructions by the Buyer, defective materials may be returned to the Seller. If found to be defective such goods will be replaced or repaired by the Seller. The Seller shall not be liable for breach of warranty for any loss or damage arising from the use of such materials, either direct or consequential. The exclusive remedy against the Seller for breach of warranty shall be that of replacement of defective materials.

Any chemical product provided to the customer becomes the property of the customer once the delivered chemical container, is opened, or if a stored chemical exceeds its' expiration date. Chemical containers used in the management of the customers' water treatment system become the property of the customer. In addition, spill residue or spill cleanup materials of chemicals accidently or inadvertently released at the customer's facility become the responsibility of the customer. Unopened chemicals within their expiration date may be returned to Garratt-Callahan upon approval, however, shipping will be the responsibility of the customer and there will be a restocking charge.

Note: For return of merchandise ordered in error, or that is not wanted for any reason, there will be a 20% restocking charge for full resalable drums of chemicals and/or resalable equipment items if prepaid to G-C plant; a 25% restocking charge if not prepaid.

Delivery and Losses

G-C will make every effort to provide the quoted materials and services promptly and on a schedule required by the Buyer and/or estimated by G-C. The Seller shall not be liable for losses, either direct or consequential, caused by delays in delivery resulting from labor disputes, shortage of raw materials, fire, flood, riot, insurrection, and acts of God, or any other cause beyond the control of the Seller.

Right to Cure

Buyer shall give G-C written notice specifying any performance deficiencies and allow G-C a meaningful opportunity of no less than ninety (90) days to correct prior to taking actions adverse to G-C.



Insurance

G-C shall be relieved of its obligations with respect to its warranties, performance goals, cost saving or usage goals or any other commitments, in addition to any other remedies it may have, in the event of Buyer's failure: (a) to operate the systems treated with G-C's Goods and all related equipment and processes ("Systems") within control parameters or, if none, within industry customary operating conditions; (b) to maintain the Systems in good operating order and repair; (c) to follow G-C's recommendations or to fulfill its responsibilities for System operation; (d) to communicate to G-C hidden or not obvious system, process, or equipment conditions affecting G-C's Goods or (e) to provide complete and accurate System data. In the event G-C fails to comply with any of Buyer's insurance requirements, whether imposed by contract or otherwise, Buyer's sole remedy shall be termination of purchases from G-C.

Exceptions

All orders are accepted solely on the basis of the above terms and conditions, regardless of contrary conditions set up in Buyer's purchase order, unless exceptions are clearly stated in writing and signed by an officer of Garratt-Callahan Company.

Indemnification

Each Party, by the execution and delivery of this Agreement, expressly indemnifies the other Party with respect to any and all liabilities, costs, including reasonable attorneys' fees, losses, claims, demands or judgments arising from or as a consequence of the actions, inactions or other activities of the indemnifying Party performed, or which the indemnifying Party has failed to perform, under or pursuant to this Agreement. The indemnifying Party, at the sole cost and expense of that indemnifying Party, will assume and will thereafter defend, utilizing legal counsel and other consultants who are specifically approved, in advance, by the Party being indemnified (such approval not to be unreasonably withheld), any lawsuits or other litigation which is instituted or filed against the indemnified Party, or where the indemnified Party is subsequently impleaded or joined, by reason of such actions, inactions or other activities by or on the part of the indemnifying Party.

<u>Assignment</u>

This agreement cannot be assigned by either party without the prior written consent of the other, except to a parent or subsidiary or a subsidiary of its parent, or to a successor by merger, consolidation or purchase of substantially all the assets of at least that portion of the assigning party's business related specifically to this agreement.

Equal Opportunity

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.



U.S. Department of Homeland Security's E-Verify System

By entering into this Contract, Garratt-Callahan certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of all persons employed to perform duties within the United States of America, during the term of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date(s) set forth below.	
CUSTOMER	DATE
GARRATT-CALLAHAN COMPANY	DATE