



236 Third Street  
Greenport NY  
11944

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

**MAYOR**  
GEORGE W. HUBBARD, JR.  
EXT. 215

**TRUSTEES**  
JACK MARTILOTTA  
DEPUTY MAYOR  
  
PETER CLARKE  
  
MARY BESS PHILLIPS  
  
JULIA ROBINS

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

**CLERK**  
SYLVIA PIRILLO, RMC  
EXT. 206

**TREASURER**  
ROBERT BRANDT  
EXT. 217

February 17, 2022 at 7:00 PM  
Mayor and Board of Trustees - Work Session Meeting  
Third Street  
Firehouse  
Greenport, NY 11944

## **PLEDGE OF ALLEGIANCE**

## **MONTHLY REPORTS FOR THE FOLLOWING:**

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

## **MAYOR AND VILLAGE BOARD OF TRUSTEES**

## **PUBLIC TO ADDRESS THE BOARD**



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ROBERT BRANDT  
EXT. 217

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

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### **Fire Department February 2022 Work Session Report**

**Attachments:**

Fire Department February 2022 Work Session Report (PDF)

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



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(631) 477-8261 - STATION 2  
(631) 477-1943 - CHIEFS OFFICE  
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311 THIRD STREET · P.O. BOX 58  
GREENPORT, NY 11944  
Email: [gfdfire@optonline.net](mailto:gfdfire@optonline.net)  
[www.greenportfd.org](http://www.greenportfd.org)

## Meeting of the Board of Wardens

WEDNESDAY January 19, 2022

### OPENING

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

### ATTENDANCE

Chief Wayde Manwaring

1<sup>st</sup> Ass't Chief James Kalin

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

Warden Norma Corwin of Relief Hose Co. #2

Wardens Joseph Barszczewski and Robert Jester of Star Hose Co. #3

Warden Scott Hollid of Standard Hose Co. #4

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

Mary Bess Phillips VOG/GFD Liaison

Excused: 2<sup>nd</sup> Ass't Chief Alain de Kerillis, Warden Wayne Miller of Standard Hose Co. #4, and Warden Antone Volinski, III of Relief Hose Co. #2

THOSE WISHING TO ADDRESS THE BOARD – None

READING OF THE PREVIOUS MINUTES

Motion made by John Grilli, seconded by Warren Jensen, to approve the minutes of the December 15, 2021 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 W. Jensen, seconded by R. Jester, to accept the report. Motion Carried.

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COMPANY OFFICERS' MEETING MINUTES- No Report.

### TREASURER'S REPORT

The Treasurer's report for the period of December 16, 2021, through January 19, 2022 was read by Secretary/Treasurer James Kalin. Motion made by J. Grilli, seconded by C. Harris, to accept the treasurer's report as read. Motion carried. (report attached)

BILLS- None

### COMMUNICATIONS

1. \$100 donation- Andrew Glassman
2. \$100 donation- CT Male Associates.
3. FASNY 150<sup>th</sup> Annual Convention of Firemen's Association Aug 10-Aug 13<sup>th</sup>: looking for contributions for Hospitality room.
4. Amityville American Legion Pipeband sent a letter saying they're available for performances.
5. A letter from Margot Devito to see if GFD wants to renew sign at ice rink for \$300.
6. Westbury FD 125 years of service parade July 9 2022- can buy ad for journal.

7. FASNY Museum hosting a raffle for 2 Adirondack chairs and a fire pit. Drawing 3/17/2022.
8. Blue Point FD Ex- Chief Jim Schmidt sent letter for a fundraiser for the Gabby Petito Foundation. Top Golf in Holtsville- April 3, 2022.

Motion by J. Grilli, seconded by W. Jensen, to file and/or forward all communications and deposit checks. Motion carried.

### **APPLICATIONS FOR MEMBERSHIP-**

1. Richard Vandenburg to Standard Hose. Motion made by Scott Hollid, seconded by Cliff Harris, to accept application for membership. Motion Carried.

### **REPORTS OF COMMITTEES**

#### **Buildings and Grounds**

1. Cliff Harris reported that there was some miscommunication about just having to get a few quotes for the service provided by H2M. He gave a packet to the Chief to give at the Village Work Session for an RFP for the scope of work. It has to go out to bid.
2. C. Harris also has a quote from RLB for the plumbing work for the washer and dryer. It is \$7,363.52. He is getting a second quote. Motion made by C. Harris, seconded by J. Grilli, to go with the lower quote- not to exceed \$7,363.52. Motion Carried.

**Bylaws** - No Report.

**Finance** – No Report.

**Fire District** No Report.

**Pre-Incident Planning**- No Report.

**Service Awards**-

1. 1st Asst Chief James Kalin said that we did the grievance day and he called a couple of people that were close. One member had 49 points so he gave the one point. Another member was short 10 points, but he completed a CME to recertify as an EMT so he got his points this year.

Recruitment- No Report.

Casualty Fund- No Report.

Funeral – No Report.

Communications- No Report.

Trips & Travel- No Report.

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### COMPANY REQUESTS

Eagle Hose Co. #1- As per finance report.

Relief Hose Co. #2- Orange helmets, budget items.

Star Hose Co. #3- 2 helmet shields, progress on hose replacement, still have a nozzle on another truck, permission to have announcement on the radio at 6pm reminding people the day of our company meeting, reimbursement for lap top and printer, submitted a bill for updating plaques, submitted a request for replacement for several brooms and a shovel on the truck that's missing.

Standard Hose Co. #4- Budget items.

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

Rescue Squad- Budget items.

Fire Police- Budget items.

Water Rescue-Budget items.

### UNFINISHED BUSINESS –

1. Norma Corwin asked what the status was of the donated necklace. 1<sup>st</sup> Asst. Chief James Kalin said that they were thinking about doing a drawing the company annual meeting night or department election night that way raffle tickets can be sold at the parade.

**REPORTS OF DELEGATES-** No Report.

**NEW BUSINESS-** No Report.

### **GOOD OF THE DEPARTMENT**

1. John Grilli mentioned that with the drug & alcohol policy he has a couple of concerns. He said it says for alcohol abuse a test result could be .04 or greater but with a CDL he believes its .02 or greater. He said everyone should be held at that standard when in a department owned vehicle. He also wanted to know where the closest location is for the initial alcohol screening because it's between 15-20 minutes. 1<sup>st</sup> Asst Chief James Kalin said the closest that Sunrise Bus Company uses is Riverhead. If it's after hours or weekends you might have to travel even farther West. J. Grilli said there's a woman that the town uses that comes to the location. J. Kalin said that they have that at Sunrise too, but the woman comes from far. J. Grilli also mentioned that it says that you'll give a list of prescription drugs. 1<sup>st</sup> Asst. Chief James Kalin said that they want to know that in case it comes up in the drug test. Scott Hollid said that in a previous meeting it was mentioned that you have to be certified to give the test and if so how is that going to work. He also asked if you need to be certified to do a breathalyzer. 1<sup>st</sup> Asst. Chief James Kalin said that it is going to be tough to get someone to want to do it. There is a certification that needs to be completed. It puts someone in a bad spot. He also said a breathalyzer gives an indication that you might be intoxicated, but you would still need an actual test done. There are things that need to be ironed out. J. Milovich asked if there is going to be a rehab program provided. 1<sup>st</sup> Asst. Chief James Kalin said that there does have to be resources given with any drug/alcohol policy. W. Jensen asked if the Village has a policy like this in place. Chief Manwaring said that they do have something of the sort. W. Jensen said that the policy still needs to be given further review-it

mentions an EAP program which we don't have in place. The end result will go before the Village Board.

2. 1<sup>st</sup> Asst Chief James Kalin said that 15 departments said yes to attending the parade.
3. 1<sup>st</sup> Asst. Chief James Kalin also said that he sent an email to FASNY asking how to get the whole dept. set up.
4. Robert Jester wanted to mention that he knows in the past it has been said that we have bent the rules. When it comes to the bylaws, they should not be bent. They are in place for a reason. If we tweak bylaws, there are no bylaws. If it is mentioned at a Warden's meeting, the bylaws should be followed.
- ~~5. Norma Corwin mentioned that she spoke with Darryl about GFD~~

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members using the Peconic Landing gym and he doesn't see that happening any time soon. She wanted to know if there is a way the department can help members with gym memberships or something similar. She mentioned doing it for people that are active and respond to calls. N. Corwin said that she will stop in Fitness Advantage and see what kind of discounts they offer for firefighters, EMTs, etc. W. Jensen asked what other departments are doing. He also said that at one point we used the weight room at Greenport High School. Cliff Harris said that Orient has their own equipment. Robert Jester said Pat Carey mentioned the work out room at Southold School to use.
6. Robert Jester said that at the last Fire Boat committee meeting Jordan Arnolds put together a letter that R. Jester would like to give to Mary Bess Phillips to present to the Village Board to publicize the info to the community for grants. R. Jester wants all Wardens to keep their companies updated. R. Jester said that W. Jensen is contacting politicians and Jordan will do presentations etc. The committee meets again on 2/2/22 and the 1st Wednesday of every month in the winter months. R. Jester wants to apply for the Port Security grant. He asked if the Village helps with grant writing or if someone would need to be hired. Mary Bess Phillips said that she would suggest getting a grant writer for the Port Security Grant. She also said that Mitchell bulkhead needs to be replaced and maybe we can write into it putting the boat there. Mary Bess Phillips said that when the grant is announced there will be a webinar on it. R. Jester asked if they have to have the company they choose approved by the Village. Mary Bess suggested inviting the



- Treasurer to a meeting or have a conference call with him to ask those kind of questions.
7. Motion made by Cliff Harris, seconded by Robert Jester, to pay the \$300 to renew the sign at the ice rink. Motion Carried.
  8. Cliff Harris suggested hiring someone to fix the sign out front.
  9. Cliff Harris also asked if there is an update on making admins for the air machine. 1<sup>st</sup> Asst. Chief James Kalin said that he has to figure out how to do it, he was shown once a long time ago.
  10. Cliff Harris reported that there have been members that asked for gloves and there are none. Motion made by Cliff Harris, seconded by Scott Hollid, to order 10 pairs of gloves to keep in house for the members. Motion carried.
  11. Cliff Harris reported that he is getting prices on bunker gear. Globe offered to give a free set. He wants to take them up on that. He will have more info regarding pricing the next meeting.
  12. 1<sup>st</sup> Asst Chief James Kalin mentioned that he expects to become Chief in April and he will no longer be able to be Secretary of Treasurer. The Secretary of Treasurer can either be an Assistant Chief or a Warden. We can talk about it next month, but he wanted to make everyone aware.
  13. Chief Manwaring said that he will be having an appointment with Rob about next year's budget.

### READING OF THE MINUTES

Motion by James Kalin, seconded by Robert Jester, to dispense with the reading of the minutes of tonight's meeting. Motion carried.

### ADJOURMENT

Motion by Warren Jensen, seconded by John Grilli, to adjourn. Motion carried. The meeting was adjourned at 8:07 pm.

Submitted by,

Rebecca J. Jensen

Recording Secretary

SOUTHOLD FIRE DEPARTMENT  
TREASURERS REPORT

12/16/2021 thru 01/19/2022

GENERAL FUND	<u>beginning balance</u>	\$ 1,029.32
	<u>receipts</u>	
	donations	+ \$200.00
	<u>expenditures</u>	
	Southold Hdw	- \$10.85
	C. Johnson - EMT CC classes	- \$655.43
	Sou. Town Chiefs - Nov.	- \$400.00
	for Dec. Chiefs dinner	- \$1,083.18
	" " "	- \$384.65
	<u>ending balance</u>	<u>-\$1,304.79</u>

WOODS TRUST	<u>balance unchanged</u>	<u>\$14,461.43</u>
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MEMORIAL FUND	<u>balance unchanged</u>	<u>\$1,130.35</u>
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MAY MILE FUND	<u>balance unchanged</u>	<u>\$ 30,416.50</u>
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WASH. B'DAY FUND	<u>beginning balance</u>	\$1,833.46
	<u>receipts</u>	
	50/50 sales	+ \$620.00
	<u>expenditures</u>	
	Academy pprint 50/50 tick	- \$411.82
	<u>ending balance</u>	<u>\$2,041.64</u>

RESCUE SQUAD 2% FUND	<u>balance unchanged</u>	<u>\$1,789.48</u>
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submitted by James H. Kalin, Secretary-Treasurer

CHIEF WAYDE MANWARING  
1<sup>ST</sup> ASST CHIEF JAMES KALIN  
2<sup>ND</sup> ASST CHIEF ALAIN DeKERILLIS  
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www.greenportfd.org

## Greenport Fire Department Monthly Report January, 2022

Number of calls this month: 65

Number of calls to date: 65

### Breakdown of calls by signal numbers:

9 (stand/by) 0  
12 (brush fire) 0  
13 (automatic alarm, smoke, etc.) 13  
13-35 (working structure fire) 0  
14 (vehicle fire) 0  
16 (ambulance/rescue) 45  
16-23 (MVA, water rescue, misc.) 1  
16-59 (routine transport) 0  
23 (CO alarm, medi-vac) 6  
24/13-35 (mutual aid working structure fire) 0  
24/16 (mutual aid ambulance/rescue) 0  
24/16-23 (mutual aid MVA) 0  
24/23 (mutual aid water rescue/misc.) 0  
26 (boat fire) 0

### Breakdown of calls by location:

Within the Incorporated Village of Greenport 25  
Within the East/West Fire Protection District 40  
Other (mutual aid) 0

Prepared by: James Kalin, Secretary 02/01/2022

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y																				
Greenport Fire Department period ending January 31, 2022																							##		maximum points in category																			
1																																												
2																																												
3																																												
4																																												
5	Aguilera, Hermogenes	elect/app	# Fire	%	pts	# EMS	%	pts	st/by	mtgs	misc	train	drill	pos(dis)	points	phys	haz	bb	wp/sh	yap																								
6	Arnold, Jordan		3	15%	25	2	4.4%	0	0	0	0	3	0	0	28	X	X	X	X																									
7	Barszczewski, Joseph		8	40%	25	14	31%	25	0	3	1	25	0	0	79	X	X	X	X																									
8	Barszczewski, Joseph III	W	0	0%	0	0	0%	0	0	2	0	3	0	2	7	X	X	X	X																									
9	Betz, James		2	10%	25	2	4.4%	0	0	0	0	3	0	0	28	X	X	X	X																									
10	Birmingham, Kenneth		0	0%	0	0	0%	0	0	0	0	3	0	0	3	X	X	X	X																									
11	Breese, Harry	D	4	20%	25	0	0%	0	0	1	0	3	0	0.75	29.75	X	X	X	X																									
12	Brennan, Patrick		0	0%	0	0	0%	0	0	2	0	6	0	0	8	X	X	X	X																									
13	Britt, Harley		0	0%	0	0	0%	0	0	0	0	0	0	0	0																													
14	Buchanan, Shawn		5	25%	25	0	0%	0	0	0	0	3	0	0	28	X	X	X	X																									
15	Bumble III, Charles	T	0	0%	0	0	0%	0	0	1	0	0	0	1.25	2.25																													
16	Bumble, Samantha		0	0%	0	0	0%	0	0	0	0	3	0	0	3	X	X	X	X																									
17	Butler, Michael		0	0%	0	0	0%	0	0	0	0	3	0	0	3	X	X	X	X																									
18	Capon, George		10	50%	25	23	51%	25	0	1	1	3	0	0	55	X	X	X	X																									
19	Carey, Patrick		0	0%	0	0	0%	0	0	1	0	3	0	0	4	X	X	X	X																									

points as of January 31, 2022

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
	elect/app	# Fire	%		pts	# EMS	%		pts	st/bv	mtgs	misc	train	drill	pos(dis)	points		phys	haz	bb	wp/sh	yap		
4																								
20	Charters, Gary		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0						
21	Clark III, Henry		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0						
22	Clark, James	S,T	1	5	0	2	4.4	0	0	0	1	0	3	0	2.5	6.5			X	X	X	X		
23	Clark, Jeffrey		7	35	25	3	6.7	0	0	0	1	0	3	0	0	29			X	X	X	X		
24	Corazzini, Warren		7	35	25	2	4.4	0	0	0	0	0	0	0	0	25								
25	Corwin, Everett		1	5	0	3	6.7	0	0	0	0	0	3	0	0	3			X	X	X	X		
26	Corwin, Norma	W	3	15	25	13	29	25	25	0	2	1	4	0	2	59			X	X	X	X		
27	Corwin, Robert E.	C,D,JD	7	35	25	15	33	25	25	0	3	2	4	0	4	63			X	X	X	X		
28	Corwin, Robert J.		8	40	25	20	44	25	25	0	1	2	4	0	0	57			X	X	X	X		
29	Corwin, Scott		2	10	25	0	0	0	0	0	0	0	0	0	0	25								
30	Costas, Tom		6	30	25	5	11	25	25	0	1	0	3	0	0	54			X	X	X	X		
31	Creedon, Daniel	S	10	50	25	28	62	25	25	0	1	0	0	0	1.25	52.25								
32	Creighton, Ryan		3	15	25	3	6.7	0	0	0	0	0	3	0	0	28			X	X	X	X		
33	DeFrancesco, James		3	15	25	5	11	25	25	0	1	0	3	0	0	54			X	X	X	X		
34	De Kerillis, Alain	CH	10	50	25	16	36	25	25	0	3	2	3	0	6.25	64.25			X	X	X	X		
35	Detrick, Gary		0	0	0	0	0	0	0	0	0	0	0	0	0	0								
36	Diaz, Juan		0	0	0	0	0	0	0	0	1	0	3	0	0	4			X	X	X	X		
37	Diaz, Nicolas		0	0	0	0	0	0	0	0	1	0	1	0	0	2								

points as of January 31, 2022

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
		elect/app	# Fire	%	pts	# EMS	%	pts	st/by	mtgs	misc	train	drill	pos(dts)	points	phys	haz	bb	wp/sh	yap					
4																									
38	Edwards, Alson		0	0%	0	0	0%	0	0	0	0	0	0	0	1	0	0		1						
39	Ellis, Scott		0	0%	0	0	0%	0	0	0	0	0	0	0	0	0	0		0						
40	Ferguson, Peter		0	0%	0	0	0%	0	0	0	0	0	0	0	3	0	0		3			X	X	X	
41	Flourilli, Michael		9	45%	25	2	4.4%	0	0	1	0	3	0	0	29		X	X	X						
42	Flora, Michael		0	0%	0	0	0%	0	0	0	0	0	0	0	0				0						
43	Fogarty, Jonathan		0	0%	0	0	0%	0	0	1	0	0	0	0	1				1						
44	Garcia-Dinizio, Gloria		0	0%	0	0	0%	0	0	0	0	0	0	0	0				0						
45	Grattan, Timothy		1	5%	0	0	0%	0	0	1	0	0	0	0	1				1						
46	Gray, Enya		0	0%	0	1	2.2%	0	0	1	0	3	0	0	4		X	X	X						
47	Gray, Sally Anne	L	4	20%	25	6	13%	25	0	1	0	3	0	1.25	55.25		X	X	X						
48	Grilli, Jennifer	L	0	0%	0	0	0%	0	0	1	0	3	0	1.25	50		X	X	X						
49	Grilli, John	W	0	0%	0	0	0%	0	0	2	0	3	0	2	7		X	X	X						
50	Hamilton Jr., Robert	D	4	20%	25	1	2.2%	0	0	1	0	3	0	0.75	29.75		X	X	X						
51	Hanold, Christopher	C	0	0%	0	3	6.7%	0	0	1	0	2	0	2	5										
52	Hanold, Christopher, Jr.		0	0%	0	0	0%	0	0	0	0	0	0	0	0				0						
53	Harris, Cliff	C,W	0	0%	0	0	0%	0	0	0	0	0	0	4	4				4						
54	Harris, Peter	L,T,D	9	45%	25	4	8.9%	0	0	1	0	3	0	3.25	32.25		X	X	X						
55	Harvey, Russell		3	15%	25	0	0%	0	0	1	0	3	0	1	30		X	X	X						

points as of January 31, 2022

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	
		elect/app	# Fire	%		pts	# EMS	%		pts	st/by	mtgs	misc	train	drill	pos(dis)	points	phys	haz	bb	wp/sh	YAP				
4																										
56	Hollid, Scott	W	4	20 %		25	0	0 %		0	0	1	0	0	0	2	28									
57	Hubbard Jr, George		0	0 %	0	0	0	0 %	0	0	0	0	0	3	0	0	3	3								
58	Hughes, Colleen	S	4	20 %	25	4	8.9 %	0		0	0	1	0	3	0	1.25	30.25									
59	Huzsek, Andrew H		12	60 %	25	2	4.4 %	0		0	0	0	0	3	0	0	28									
60	Hydell, Carol	L,S	0	0 %	0	0	0	0 %	0	0	0	3	0	3	0	3.25	9.25									
61	Hydell, Charles		0	0 %	0	0	0	0 %	0	0	0	0	0	3	0	0	3									
62	Hydell, Charles, Jr.		0	0 %	0	0	0	0 %	0	0	0	0	0	1	0	0	1									
63	Jensen, Warren	W	2	10 %	25	0	0	0 %	0	0	0	3	0	3	0	2	33									
64	Jester, Robert	W	0	0 %	0	0	0	0 %	0	0	0	3	0	3	0	2	8									
65	Jimenez, Susano		0	0 %	0	0	0	0 %	0	0	0	1	0	3	0	0	4									
66	Jobes, Craig	L	12	60 %	25	25	56 %	25		0	0	1	1	4	0	1.25	57.25									
67	Johnson, Craig	C	5	25 %	25	12	27 %	25		0	0	1	0	4	0	2	57									
68	Kalin, James	CH,T	19	95 %	25	44	98 %	25		0	0	6	1	3	0	7.5	67.5									
69	King, Kendra		0	0 %	0	1	2.2 %	0		0	0	0	0	2	0	0	2									
70	Luke, Alexander		7	35 %	25	3	6.7 %	0		0	0	1	0	3	0	0	29									
71	Mantzopoulos, John		10	50 %	25	2	4.4 %	0		0	0	1	0	5	0	0	31									
72	Manwaring, Julia		8	40 %	25	10	22 %	25		0	0	1	1	3	0	0	55									
73	Manwaring, Wayde	CH	15	75 %	25	15	33 %	25		0	0	3	1	3	0	6.25	63.25									

points as of January 31, 2022

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
4		elect/app	# Fire	%		pts	# EMS	%		pts		st/dv	mtgs	misc	train	drill	pos(dls)		points	phys	haz	bb	wp/sh	yap	
74	Marzewski, Macy		0	0 %	0	0	0	0 %	0	0	0	0	1	0	3	0	0	4			X	X	X		
75	Martocchia, Jerome		5	25 %	25	2	4.4 %	0	0	0	0	0	0	0	3	0	0	28			X	X	X		
76	Miller, Wayne	W	1	5 %	0	0	0	0 %	0	0	0	2	0	3	0	2	2	7			X	X	X		
77	Milovich Jr., Joseph	W	6	30 %	25	0	0	0 %	0	0	0	1	0	3	0	2	2	31			X	X	X		
78	Musto, Francis	S, Ch	6	30 %	25	20	44 %	25	0	0	0	2	2	3	0	2.5	2.5	59.5		X	X	X	X		
79	Myslitorski, Linda		0	0 %	0	0	0	0 %	0	0	0	0	0	0	0	0	0	0	0						
80	Narkiewicz, Piotr		4	20 %	25	9	20 %	25	0	0	0	0	0	0	3	0	1.25	54.25			X	X	X		
81	Nedoszytko, William	S	0	0 %	0	0	0	0 %	0	0	0	1	0	0	0	1.25	1.25	2.25							
82	Nyce, David	C	8	40 %	25	13	29 %	25	0	0	0	3	0	3	0	2	2	58			X	X	X		
83	O'Brien, Michael		7	35 %	25	2	4.4 %	0	0	0	0	1	0	0	0	0	0	26							
84	Petrigliano, Victor		0	0 %	0	2	4.4 %	0	0	0	0	0	0	1	0	0	0	1							
85	Piel, Jeffrey		0	0 %	0	0	0	0 %	0	0	0	1	0	0	0	0	0	1							
86	Pirillo, James A.		10	50 %	25	2	4.4 %	0	0	0	0	2	0	3	0	0	0	30			X	X	X		
87	Pope, George		0	0 %	0	1	2.2 %	0	0	0	0	0	0	0	3	0	0	3			X	X	X		
88	Purcell, Bernard		19	95 %	25	31	69 %	25	0	0	0	1	2	4	0	0	0	57			X	X	X		
89	Purcell, Ryan		12	60 %	25	16	36 %	25	0	0	0	0	0	2	4	0	0	56		X	X	X	X		
90	Quillin, Michael	D	0	0 %	0	0	0	0 %	0	0	0	0	1	0	3	0	0.75	4.75			X	X	X		
91	Raynor, Dale		7	35 %	25	4	8.9 %	0	0	0	0	1	1	0	0	0	0	27							

points as of January 31, 2022



	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
		elect/app	# Fire	%		pts	# EMS	%		pts	st/by	mtgs	misc	train	drill	pos(dis)	points	phys	haz	bb	wp/sh	yap			
4			4	20 %		25	19	42 %		25	0	2	2	25	0	0	79		X	X	X				
92	Reed, Taylor		4	20 %		25	19	42 %		25	0	2	2	25	0	0	79		X	X	X				
93	Reiss, Helen	C	2	10 %		25	13	29 %		25	0	1	0	3	0	2	56		X	X	X				
94	Remppe Jr, Fred		0	0 %		0	12	27 %		25	0	0	0	3	0	0	28		X	X	X				
95	Richter, Michael	T,T	0	0 %		0	0	0 %		0	0	0	0	0	0	2.5	2.5								
96	Robins, William		6	30 %		25	0	0 %		0	0	1	1	3	0	0	30		X	X	X				
97	Rosa, Lisa		4	20 %		25	0	0 %		0	0	1	0	3	0	0	29		X	X	X				
98	Ruffner, William		0	0 %		0	0	0 %		0	0	1	0	3	0	0	4		X	X	X				
99	Rung, Rosalie	L	1	5 %		0	10	22 %		25	0	0	0	0	0	6	31								
100	Rutkowski, Stephen	L,D	7	35 %		25	16	36 %		25	0	3	0	4	0	2	59		X	X	X				
101	Skrzecz, John		0	0 %		0	0	0 %		0	0	0	0	0	0	0	0								
102	Spanos, James		0	0 %		0	0	0 %		0	0	0	0	0	0	0	0								
103	Staples, Halsey		7	35 %		25	8	18 %		25	0	1	0	3	0	0	54		X	X	X				
104	Stoner, Gary		0	0 %		0	0	0 %		0	0	0	0	0	0	0	0								
105	Stoner, Kelly		0	0 %		0	0	0 %		0	0	0	0	0	0	0	0								
106	Strickland, Samuel	L,D	5	25 %		25	12	27 %		25	0	3	2	3	0	2	60		X	X	X				
107	Swetland, Jessica		0	0 %		0	0	0 %		0	0	0	0	0	0	0	0								
108	Tamin, John		3	15 %		25	8	18 %		25	0	1	1	3	0	0	55		X	X	X				
109	Tejada, Yira		0	0 %		0	0	0 %		0	0	0	0	0	0	1	1								

points as of January 31, 2022

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
		elect/app	# Fire	%	pts	# EMS	%	pts	st/by	mtgs	misc	train	drill	pos(disl)	points	phys	haz	bb	wp/sh	yap					
4																									
110	Thorpe, Thomas	L	0	0%	0	0	0%	0	0	0	0	0	0	0	0	0	1.25		3.25			X		X	
111	Toussaint, Gabrielle		0	0%	0	1	2.2%	0	0	1	0	3	0	0	0	0	0		4			X	X	X	
112	Trapani, Heather		4	20%	25	8	18%	25	0	0	0	3	0	0	0	0	0		53			X	X	X	
113	Vandenburgh, Richard		0	0%	0	0	0%	0	0	0	0	0	0	0	0	0	0		0						
114	VanEtten, George	D	14	70%	25	3	6.7%	0	0	2	0	3	0	0.75	30.75						X	X	X		
115	Verity, Michael		0	0%	0	0	0%	0	0	0	0	0	0	0	0	0	0		0						
116	Verley, Joseph, Jr.		0	0%	0	0	0%	0	0	0	0	3	0	0	3						X	X	X		
117	Volinski, Antone, III	W	4	20%	25	9	20%	25	0	1	0	0	0	2	53										
118	Volinski, Darryl		0	0%	0	3	6.7%	0	0	0	0	0	0	0	0				0						
119	Walters, Joseph		0	0%	0	0	0%	0	0	0	0	0	0	0	3				3			X	X	X	
120	Zaymayar, Elias	L	9	45%	25	6	13%	25	0	1	1	0	0	1.25	53.25	X									
121	Zurek, Gregory		3	15%	25	1	2.2%	0	0	1	0	3	0	0	29						X	X	X		
122	Zurek Jr, Stanley		0	0%	0	0	0%	0	0	0	0	0	0	0	0										
123																									

points as of January 31, 2022

# GREENPORT FD

## FEBRUARY 2022

DUTY COMPANIES 8-3-2 & 8-3-3 1st DUE ON SIGNAL 24s = 8-3-3

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

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 EAGLE HOSE mtg	2 Boat Committee Sta #1 7pm	3	4	5
6	7 RELIEF HOSE mtg STANDARD HOSE mtg	8 RESCUE SQUAD mtg 7PM FINANCE COMM. mtg 7:30PM	9 PHENIX H&L mtg	10 Dept Training Sta. I 7pm Fire Police Wildfire	11 Fire/EMS Expo	12 Fire/EMS Expo
13 Wardens & Co Off Sta. 1 10am Fire/EMS Expo	14 STAR HOSE mtg	15 Fire Police mtg. Sta. #1 6pm	16 WARDENS mtg 7pm	17 Truck Cleanup 6pm	18 Station Cleanup 6pm	19 <b>PARADE</b> 1PM
20	21 Dept. Physicals	22	23 Dept. Physicals	24	25	26
27	28			Chief Wayde Manwaring 631.644.5430	1st. Ass't. Chief Jim Kalin 631.466.5294	2nd. Ass't. Chief Alain DeKerillis 631.208.7506

Important Future Events on Reverse Side !



236 THIRD STREET  
GREENPORT NY 11944

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

**MAYOR**  
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EXT. 215

**TRUSTEES**  
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DEPUTY MAYOR

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**CLERK**  
SYLVIA PIRILLO, RMC  
EXT. 206

**TREASURER**  
ROBERT BRANDT  
EXT. 217

Submitted: February 9, 2022  
Meeting: February 17, 2022 7:00 PM  
*Work Session Meeting*

To: Mayor George W. Hubbard, Jr.  
Board of Trustees

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

From: Paul Pallas, P.E. Village Administrator

Department: Village Administrator

---

### Work Session

## Work Session Report for Road and Utilities

February 17, 2022

### Administrator's Office

#### Statistics

#### Work Orders:

Electric = 45 Written 45 Completed  
Water = 03 Written, 03 Completed  
Sewer = 38 Written, 38 Completed  
Road = 33 Written, 33 Completed

#### Reports

❖ DOH-360: This is a monthly report for bacteriological presence and residual chlorine levels, it was sent on 1-06-2022. 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 1-06-2022.

## Discussion

- Ferry Queue Re-Design update
- Effluent Reuse EFC Status Update
- Contracts for Sandy Beach/Safe Harbor Wastewater system expansion

## Resolutions

- Change Order for Microgrid

## Trustee Reminders Awaiting information/comments

- Moratorium on WC development - proposed by Trustees Robins and Phillips
- Infrastructure project ideas for potential federal grant monies
- Feedback on Historic property recommendations from HPC
- Peconic Estuary Protection Sign ideas
- Accessory Apartment Code Change
- Parking Code Change

## Road/Water Department

### Statistics

Water Distribution:

5,184,000 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 = 0.31 mg/L

Third Street Firehouse - Kitchen Sink  
Total Coliform = Absent  
E Coli = Absent  
Residual Chlorine = 0.52 mg/L

The form, DOH-360, was filed with the DOH on January 6, 2022, with the above results.

## Report

### Tasks Accomplished:

- ❖ Did all normal highway tasks.
- ❖ Performed water machine maintenance.
- ❖ Performed bi-weekly G-44 maintenance.
- ❖ Removed garbage dumped on Moores Lane.
- ❖ Storm prep and salted (1/3 & 1/18)
- ❖ Remove woodchips from Train project from Moores woods
- ❖ Cleared debris from 6<sup>th</sup> street beach flower beds.
- ❖ Patched throughout village.
- ❖ Large brush piles removed throughout village to clear roads for plowing
- ❖ Salted, plowed, and shoveled throughout Village for winter storm (1/7 & 1/28)
- ❖ Repaired water main break on Moores Lane.
- ❖ Removed holiday decorations from Steamboat Corner.
- ❖ Assisted with spraying ice rink for ice overnight.
- ❖ Repaired rec center fence.
- ❖ Picked up Christmas tress throughout the village.
- ❖ Replaced G-66 salter.
- ❖ Assisted light plant with removal of Christmas lights.
- ❖ Patched Moores lane water service repair.
- ❖ Upkeep on all plows and salters.
- ❖ Snow removal on Front and Main street (1/31-2/3)

## Sewer Department

### Flow and Sampling:

The plant continues to run well, exceeding DEC permit requirements.  
Total plant flow for the month of January = 9,183,000 Gallons  
Average Daily Flow = .296 (MGD) Permit Limit = .650 MGD  
Total Suspended Solids percent removal (TSS) = 94% Permit Limit = 75%  
CBOD percent removal = 99% Permit Limit = 75%  
Coliform Fecal General = <5.7 MPN. Permit limit 200 MPN/100  
Coliform Total General = 49 MPN. Permit limit 700 MPN/100  
Total Nitrogen = 13.3 LBS/day

### Sludge Removal:

56,000 Gallons of sludge hauled in January

## Report

### ❖ Treatment Plant:

Installed enclosure over Huber RPPS

Fixed leak on Huber RPPS water line

De-ragged BNR nitrate recirculation pumps

### ❖ Collection System:

Cleared blockage on Main Street in front of Lucharito's

Replaced hour meter on #1 pump at Central Station

# Electric Department

## Statistics

### Monthly Power Usage:

Maximum usage day = January 15 @ 130.873 Mwh

Minimum usage day = January 1 @ 78.348 Mwh

Peak demand for the month = 6.232 MW January 29 6:00 pm

Monthly total usage = 3,352.857 Mwh

Service calls/call outs = 6

Streetlight repairs = 9

Customers shut off for nonpayment = 0

Customers turned on for payment = 0

Customers turned on for the season = 0

New Services / Upgrade = 2

### Tasks Accomplished:

- ❖ Responded to several unscheduled outages including: due to failed line tap on circuit 6 causing a span of primary wire to fall to the ground, and a transformer fuse blowing, due to cold weather and increased load on the transformers.
- ❖ Microgrid contractor, Haugland Electric, has been working on pole transfers on circuits 1, 2, 3 and 7; removal of the double poles; and approximately 40-45% of the 3<sup>rd</sup> St fire station internal wiring is completed.
- ❖ Village holiday lights were removed, and the tree was also removed from the park.
- ❖ Completed the service work on engine 5.
- ❖ Removed a tree off circuit 3 down by the Webb St. dead-end, this was blown over during the winter storm. There were no reported outages for the storm.
- ❖ Continued plant maintenance including replacement of a fuel transfer pump, and two submersible pumps.
- ❖ Performed two service upgrades; one was from a single meter to 2 meters, and the other was from overhead to underground.

### Attachments:

Greenport Meter 1-2022 (PDF)



Total Usage: 3,352,857.0000 KWH  
 Peak Demand: 6232.00 KW  
 Occured On: Jan 29 2022 18:00  
 Load Factor: 72.31%  
 Date Start: Saturday, January 1, 2022  
 Date End: Monday, January 31, 2022

Period Ending	KWH
1/1/2022	78,348.00
1/2/2022	79,402.00
1/3/2022	100,124.00
1/4/2022	106,862.00
1/5/2022	94,064.00
1/6/2022	90,743.00
1/7/2022	101,982.00
1/8/2022	111,085.00
1/9/2022	99,077.00
1/10/2022	104,960.00
1/11/2022	126,566.00
1/12/2022	112,494.00
1/13/2022	99,480.00
1/14/2022	101,843.00
1/15/2022	130,873.00
1/16/2022	124,202.00
1/17/2022	102,660.00
1/18/2022	108,363.00
1/19/2022	102,671.00
1/20/2022	104,065.00
1/21/2022	121,209.00
1/22/2022	117,111.00
1/23/2022	108,980.00
1/24/2022	104,057.00
1/25/2022	100,235.00
1/26/2022	114,941.00
1/27/2022	119,242.00
1/28/2022	112,021.00
1/29/2022	127,403.00
1/30/2022	128,727.00
1/31/2022	119,067.00



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ROBERT BRANDT  
EXT. 217

Submitted: February 9, 2022  
Meeting: February 17, 2022 7:00 PM  
*Work Session Meeting*  
To: Mayor George W. Hubbard, Jr.  
Board of Trustees  
Prepared By: Paul Pallas, P.E. Village Administrator  
From: Paul Pallas, P.E. Village Administrator  
Department: Village Administrator

## Building

# Work Session Report for Building Department & Enforcement

February 17, 2022

## 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 with owners with expired permits are being issued a letter of notification to informing them that their permit status.

### NOTES & TIPS:

Please ensure you pay attention to parking regulations when parking.  
Village Hall will be closed on February 21, 2022, Presidents Day

Code Enforcement Report is attached.  
Building Permit Report is attached.  
Traffic Enforcement Statistics Report is attached.

### **Attachments:**

January 2022 Building CO Report (PDF)  
January 2022 Building Report (PDF)  
January 2022 CODE (PDF)



# Village of Greenport Building Department

## Monthly Report CERTIFICATE OF OCCUPANCY 12/1/2021 through 12/31/2021

WORK TYPE	PERMIT NO.	PERMIT DATE	PARCEL ID	LEGAL ADDRESS	CO ISSUED
Install Fence	02819	01/18/2021	2.-6-11	200 North Street. Greenport, New York 11944	1/18/2022
Install Fence	02838	01/18/2021	6.-7-24	317 Fourth Street. Greenport, New York 11944	1/19/2022
Interior Demolition	02811	01/22/2020	4.-7-29.1	308 Main Street. Greenport, New York 11944	1/18/2022
Interior Renovation	02816	01/22/2020	4.-7-29.1	308 Main Street. Greenport, New York 11944	1/18/2022
Solar Panel Install	02851	11/12/2020	2.-1-4	59 Washington Ave Greenport, New York 11944	1/21/2022
Accessory Structure Renovation	02849	10/04/2020	4.-4-28.2	502 Front Street. Greenport, New York 11944	1/12/2022



# Village of Greenport Building Department

December 2021

## Monthly Report

Incorporated Village

REPORT COVERING  
11/1/2021 through 11/30/2021

PERMIT TYPE	PERMIT NO.	PERMIT DATE	PARCEL ID	LEGAL ADDRESS	STATUS
Demolition Permit	02896	1/18/2022	4.-6-2	221 Center Street. Greenport, New York 11944	OPEN



# Village of Greenport Enforcement Report

## CODE ENFORCEMENT & FIRE PREVENTION

January 2021,

### Monthly Report

Incorporated Village

REPORT COVERING  
1/01/2022 through 02/1/2022

LOCATION	DATE	FACTUAL	DISPOSITION
311 Front Street Greenport, New York 11944 Layyah	1/31/2022	Complaint of snow not being remove.	Complaint of snow not being remove.
<b>APPEARANCE TICKETS ISSUED:</b>			

# RENTAL PERMIT INFORMATION

## INFORMATION

*The following statistics represent the status of rental permits and rental permit violations from  
January 1, 2018 –February 1, 2022*

**New Applications/Renewal Applications Received: 2**

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

**Applications Pending Inspection:7**

**Applications Pending Re-Inspection** (Corrections needed to be made to rental unit): 2

**Completed/Permits Issued: 10**

**Applications Completed/Permits Issued: 290**

---



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To: Mayor George W. Hubbard, Jr.  
Board of Trustees

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

From: Paul Pallas, P.E. Village Administrator

Department: Village Administrator

---

**Recreation**

## Work Session Report Recreation Department

February 17, 2022

### Mitchell Park Marina/Parks

- ❖ The Ice rink opened on January 15, 2022. Opening day was fully staffed and was a huge success.
- ❖ Free Skate Sunday which was sponsored by The Friends of Mitchell Park was held on January 16<sup>th</sup>. Seventeen years old and younger enjoyed a day of free skating. A total of 241 children enjoyed this event. A Great Big Thank you to Friends of Mitchell Park for making this happen.
- ❖ The Ice rink was closed five days in January due to inclement weather.
- ❖ Ice Rink manifold repair has been completed. The system is running at full capacity.
- ❖ Renewal for ice rink signage for local businesses continues.
- ❖ Schedules have been completed for Ice Rink office staff, skate guards and carousel staff for the month of February.
- ❖ Carousel cleaning and maintenance continues.
- ❖ The Carousel received a new sound system this month.

Monthly Revenue Reports are attached.

## Recreation Center

### Statistics

Attendance:

After School Program=16 Children Enrolled

### Reports

- ❖ The After-Care Program is going very well.
- ❖ The After-Care Program resumed on January 3<sup>rd</sup> after the holiday break.
- ❖ The recreation center is sanitized daily.
- ❖ The Literacy and Library Programs continue every Wednesday and are doing very well. The children continue to enjoy these programs and activities.

## Campground

### Tasks Accomplished

- ❖ McCann's Campground is closed for the season.
- ❖ All seasonal campsites have been reserved for the 2022 season. All other reservations continue to be taken.
- ❖ All residents of the campground have been informed of the price increase for the upcoming season.

### Attachments:

RECREATION MONTHLY REVENUE REPORT 1-2022 (PDF)







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

**CLERK**  
SYLVIA PIRILLO, RMC  
EXT. 206

**TREASURER**  
ROBERT BRANDT  
EXT. 217

Submitted: February 8, 2022  
Meeting: February 17, 2022 7:00 PM  
*Work Session Meeting*  
To: Mayor George W. Hubbard, Jr.  
Board of Trustees  
Prepared By: Robert Brandt, *Treasurer*  
From: Robert Brandt, *Treasurer*  
Department: Treasurer's Department

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## TREASURER REPORT FEBRUARY 2022

### REQUEST A MOTION BE PLACED ON THE AGENDA FOR:

RESOLUTION authorizing Treasurer Brandt to make an additional contribution in the amount of \$ 5,461.00 to the Volunteer Firefighter Length of Service Award Program for the Village of Greenport Fire Department.

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4922 to appropriate reserves to fund Village wide information technology services, and directing that Budget Amendment # 4922 be included as part of the formal meeting minutes of the February 24, 2022 Regular Meeting of the Board of Trustees.

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4923 to appropriate reserves to fund the purchase of the probe and meter system for the Wastewater Treatment Plant, and directing that Budget Amendment # 4923 be included as part of the formal meeting minutes of the February 24, 2022 Regular Meeting of the Board of Trustees.

RESOLUTION approving the attached bond resolution dated February 8, 2022, provided by Village bond counsel Norton Rose Fulbright, in the amount of \$ 1,650,000.00 for the acquisition of a new fire truck and apparatus.

## **UTILITY BILLING**

Red Tags Bills are printed and mailed for Sector 4.  
Sector 1 is read, checked, and printed.  
Sector Two is being read.  
Monthly reports are completed.

## **COMMUNITY DEVELOPMENT/ HOUSING AUTHORITY**

10 recertifications and 5 interims were performed for January 2022.  
8 recertifications and 3 interims were performed for February 2022.

## **SIGNIFICANT COLLECTIONS**

Rents for January 2022 - \$ 71,306.31  
Property Tax Collected - through January 2022 - \$ 1,129,683.73

## **INFORMATIONAL:**

Cash Holdings Report - See attached  
Utility Billing Statistics Report - See attached  
Property Tax Collections Report - See attached

### **Attachments:**

BANK ACCOUNT BALANCES JANUARY 2022 (PDF)  
BILLING STATISTICS REPORT JANUARY 2022 (PDF)  
PROPERTY TAX COLLECTED THROUGH JANUARY 2022 (PDF)  
CD FINANCIALS JANUARY 2022(PDF)  
HA FINANCIALS JANUARY 2022(PDF)  
BUDGET AMENDMENT 4922 (PDF)  
BUDGET AMENDMENT 4923 (PDF)

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2022    Period: 2                          Trans Type: B2 - Amend                          Status: Batch  
 Trans No: 4922                          Trans Date: 02/07/2022                          User Ref: ROBERT  
 Requested: R. BRANDT                          Approved:                          Created by: ROBERT                          02/07/2022  
 Description: TO APPROPRIATE RESERVES TO FUND VILLAGE WIDE INFORMATION                          Account # Order: No  
 TECHNOLOGY SERVICES                          Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	4,590.00
A.1651.400	COMPUTER REPAIR/MAINTENANCE..	4,590.00
E.5990	APPROPRIATED FUND BALANCE	3,570.00
E.1680.400	COMPUTER HARDWARE/SOFTWARE/ MAINTENANCE	3,570.00
F.5990	APPROPRIATED FUND BALANCE	1,530.00
F.1680.400	COMPUTER TECHNOLOGY	1,530.00
G.5990	APPROPRIATED FUND BALANCE	510.00
G.1680.400	COMPUTER HARDWARE/SOFTWARE..	510.00
<b>Total Amount:</b>		<b>20,400.00</b>

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2022 Period: 2 Trans Type: B2 - Amend Status: Batch  
 Trans No: 4923 Trans Date: 02/07/2022 User Ref: ROBERT  
 Requested: A. HUBBARD Approved: Created by: ROBERT 02/07/2022  
 Description: TO APPROPRIATE RESERVES TO FUND THE PURCHASE OF THE PROBE AND  
 METER SYSTEM FOR THE WASTEWATER TREATMENT PLANT  
 Account # Order: No  
 Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	2,500.00
G.8110.417	SUPPLIES & MATERIALS.	2,500.00
<b>Total Amount:</b>		<b>5,000.00</b>

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

FUND	BANK ACCOUNT NAME	G/L ACCT#	TYPE	BALANCE
A	General	A.0200.000	Checking	115,151.34
A	Repair & Maintenance	A.0200.400	Checking	93,224.16
A	Greenhill Cemetery	A.0201.100	Savings	33,636.00
A	Money Market	A.0201.130	Money Market	1,701,687.82
A	Fire Apparatus	A.0221.110	Savings	304,654.02
A	Bulding Department Escrow	A.0235.101	Checking	45,947.59
A	Parks and Recreation	A.0200.200	Checking	13,990.88
A	American Recovery Plan	A.0200.415	Checking	114,409.92
				<b>TOTAL GENERAL FUND \$ 2,422,701.73</b>
CD	Small Cities Rehab	CD.0200.000	Savings	454.22
CD	NYS CDBG Funds	CD.0200.400	Public Funds Acct	226.21
				<b>TOTAL COMMUNITY DEVELOPMENT \$ 680.43</b>
E	Light Fund	E.0121.100	Checking	1,419,799.27
E	Light Depreciation Savings	E.0116.100	Savings	972,365.89
E	TTC Collections	E.0121.120	Savings	173,793.15
E	Renewable Energy Savings	E.0121.130	Savings	132,665.42
E	Consumer Deposit Savings	E.0191.100	Savings	122,088.52
E	Consumer Deposit Checking	E.0244.200	Checking	5,585.68
				<b>TOTAL LIGHT FUND \$ 2,826,297.93</b>
F	Water	F.0200.000	Checking	550,012.55
F	Water Fund Capital	F.0200.400	Savings	8,391.99
F	Water Fund CD (MM)	F.0201.000	Money Market	203,409.01
F	Water Fund Money Market	F.0201.130	Money Market	386,449.88
				<b>\$ 1,148,263.43</b>
G	Sewer	G.0200.000	Checking	1,045,358.94
G	NYS DEC Consent	G.0201.000	Savings	31,528.27
G	Sewer Fund I	G.0201.100	Money Market	996,063.47
G	NYSEFC	G.0205.000	Checking	185,851.61
G	Sewer Wastewater	G.0220.110	Savings	12,173.14

G	NYSERDA	G.0525.000	Checking	111.01	
					TOTAL SEWER FUND \$ 2,271,086.44
H	Capital	H.0200.000	Checking	1,020,114.30	
H	Capital Reserve	H.0200.400	Savings	49,656.13	
					TOTAL CAPITAL FUND \$ 1,069,770.43
TA	Trust & Agency	TA.0200.000	Checking	27,207.73	
TA	Retirement Savings	TA.0201.000	Savings	49,008.71	
TA	WWI Memorial Trust	TA.0201.001	Savings	731.51	
TA	T & A Special Escrow	TA.0201.002	Savings	6,607.78	
TA	Justice Court	TA.0201.004	Savings	4,796.32	
TA	Global Common	TA.0201.009	Savings	271,712.15	
TA	Basketball Court Donations	TA.0600.101	Checking	1,992.00	
TA	Tree Committee	TA.0600.102	Checking	4,678.23	
TA	Summer Day Camp Donations	TA.0600.103	Checking	1,200.00	
TA	Recreation Center Donations	TA.0600.104	Checking	22,350.67	
TA	Friends of Fifth Street	TA.0600.106	Checking	113.00	
TA	American Legion Bldg	TA.0600.107	Checking	200.00	
TA	Fifth Street Rehab	TA.0600.120	Checking	20,356.00	
TA	Carousel Committee	TA.0600.113	Checking	14,137.47	
TA	Accounts Payable	TA.0202.000	Checking	1,269,375.65	
					TOTAL TRUST & AGENCY FUND \$ 1,694,467.22
	Wire Account			5,253.65	
	Utility Clearing			157,905.82	
					\$ 163,159.47
					TOTAL VILLAGE WIDE \$ 11,596,427.08

### EOM Billing Statistics Report

Rate# - Description	Bills	Min. Bills	Usage	Charge	Usage	Demand	Contract	PCA	NYSCES	Comm Tax	Res Tax
2 - Electric - Flat Charge	11	0	0	0	0	0	523.60				
9 - Residential (1, 1)	1371	0	904192	105,484.14	0	0		12,316.05	5,743.36		8.80
10 - Water Heating (2, 2)	11	0	1404	109.93	0	0		19.13	9.93		2,945.36
11 - All Electric (3, 3)	352	0	344299	39,076.85	0	0		4,689.71	2,186.95		3.44
13 - Demand - Class 3 (5, 5)	5	0	312800	17,485.52	774.5	9,171.63		4,260.65	1,926.90	637.33	1,115.93
14 - Village St. Lighting (6, 6)	5	0	41768,625	4,807.56	0	0		568.94	255.32		
15 - Town St. Lighting (7, 7)	1	0	1519,755	174.92	0	0		20.70	9.65		
19 - Traffic Lights (11, 11)	1	0	1416	146.65	0	0		19.29	8.99		
20 - Contract St. Lighting (12, 12)	2	0	213	0.00	0	0					
21 - Sterling Harbor (13, 13)	2	0	1890,375	217.58	0	0					
3 - Sewer - INSIDE Flat Charge	1761	0	1609502,755	164,503.15	774.5	9,171.63	523.60	21,920.23	10,222.09	22.33	
23 - Sewer - IN VILL 3/4" W/SEWER (14, 14)	33	0	0	1,739.10	0	0		25.75	12.00		
25 - Sewer - IN VILL 1" W/SEWER (15, 15)	893	620	2689.4	46,509.80	0	0					4,074.53
27 - Sewer - IN VILL 1 1/2" W/SEWER (16, 16)	30	11	370.9	3,440.94	0	0					
29 - Sewer - IN VILL 2" W/SEWER (17, 17)	12	6	152.1	2,342.25	0	0					
31 - Sewer - IN VILL 3" W/SEWER (18, 18)	28	9	271.4	4,007.15	0	0					
33 - Sewer - IN VILL 4" W/SEWER (19, 19)	1	1	1.8	42.00	0	0					
54 - Sewer - OUTSIDE RES SEWER (50, 50)	3	0	366.9	5,578.80	0	0					
57 - SPLIT SEWER BILLING (52, 52)	80	51	1096,648	22,213.31	0	0					
62 - O/S DRIFTWOOD COVE 52	1	0	5	0.00	0	0					
63 - O/S DRIFTWOOD COVE 49	1	1	107,0388	3,276.00	0	0					
64 - O/S PECONIC LANDING 301	1	1	101,6532	3,087.00	0	0					
65 - O/S CLIFFSIDE CONDOS-SEWER	1	0	4629	89,971.00	0	0					
5 - Water - Flat Charge	1085	70	3922,8348	188,515.35	0	0					
22 - RES VILL 3/4" W/SEWER (14, 14)	32	0	0	961.50	0	0					
24 - RES VILL 1" W/SEWER (15, 15)	905	378	3226	23,790.02	0	0					
26 - COMM VILL 1 1/2" W/SEWER (16, 16)	31	5	312	1,521.73	0	0					
28 - COMM VILL 2" W/SEWER (17, 17)	13	9	169	1,045.80	0	0					
30 - COMM VILL 3" W/SEWER (18, 18)	31	24	301	2,027.37	0	0					
32 - COMM VILL 4" W/SEWER (19, 19)	1	1	2	44.45	0	0					
46 - COMM VILLAGE 1 1/2" (42, 42)	3	0	419	938.55	0	0					
47 - COMM VILLAGE 2" (43, 43)	1	1	0	44.45	0	0					
48 - RES VILLAGE 3/4" (44, 44)	7	5	564	3,283.84	0	0					
49 - RES VILLAGE SEWER ONLY (45, 45)	127	120	91	2,839.45	0	0					
52 - FLAT-FIRE SPRINKLERS (49, 49)	7	0	1	0.00	0	0					
53 - OUTSIDE RES SEWER (50, 50)	32	0	0	0.00	0	0					
12 - Commercial (4, 4)	78	0	1218,492	0.00	0	0					
16 - Operating Municipal (8, 8)	1268	543	6403,492	37,234.18	0	0					
17 - Water Department (9, 9)	367	0	595451.7	78,976.35	0	0		9,472.78	4,417.60	6,772.86	
18 - Sewer Department (10, 10)	34	0	75514	8,502.51	0	0		1,028.55	479.68		
73 - Electric Power Plant	2	0	0	24.80	0	0					
electric-small commercial Total	10	0	61129	6,665.11	0	0		832.65	358.29		
Water Total	6	0	55162	0.00	0	0					
electric-small commercial	419	0	867266.7	94,168.93	0	0		11,334.01	5,285.57	6,772.86	
Grand Total	4533	1244	2513095,7818	484,422.61	774.5	9,171.63	523.60	33,254.24	15,507.65	7,432.22	4,074.53



# VILLAGE OF GREENPORT

## Payment To 01/31/2022 Report

	Count	Payment Amt	Count	Refunds	Payment Total	Writeoff
<b>Grand Totals</b>						
BID MT	109	48,344.36			48,344.36	
SEWER MT	20	11,036.01			11,036.01	
VILLT	982	1,060,355.04			1,060,355.04	
WATER MT	21	7,463.70			7,463.70	
<b>Total PRINCIPAL</b>		<b>1,127,199.11</b>			<b>1,127,199.11</b>	
PEN	34	2,484.62			2,484.62	
<b>Total PENALTY</b>		<b>2,484.62</b>			<b>2,484.62</b>	
<b>Total</b>		<b>1,129,683.73</b>			<b>1,129,683.73</b>	

# FDS - 213 Center St & 278 2nd Street Monthly Revenue & Expenses - January 2022

\$ 4,800.00

Account Description

REVENUE: 213 Center 213 Center	REVENUE: 278 2nd Street UNIT 1 - 8124 UNIT 2 - 8327 UNIT 3	HOUSE
\$ 1,125.00	\$ 1,375.00	\$ 1,175.00
<u>\$ 1,125.00</u>	<u>\$ 1,125.00</u>	<u>\$ 4,800.00</u>

EXPENSES: 213 Center	EXPENSES: 278 2nd Street	
213 CENTER	UNIT 1 - 8124 UNIT 2 - 8327 8328	HOUSE - 8590 RE/8361 SW

Utilities		
Electric		\$ 19.89
Water/Sewer		\$ 130.32
Propane/Heating Oil		\$ 472.59
Admin		
Salary (\$6.70 X 2 pay periods 140 hrs=\$938.00 divide by 25% and 75%) [\$26.80 x 25%=\$6.70]		\$ 703.50
Payment Agreement to Village		\$ 1,000.00
<u>Total</u>		<u>\$ 2,326.30</u>

MAINTENANCE: 213 Center	MAINTENANCE: 278 2nd Street	
213 CENTER	UNIT 1 UNIT 2 UNIT 3	HOUSE

Maintenance Repairs/Other		
Pine Oaks Landscaping		\$ 525.00
Town of Southold Receiver of Taxes 2022		\$ 5,434.33
Asha Gallacher		
Matrituck Enviro Services		\$ 39.49
Pine Oaks Landscaping		\$ 35.00
<u>Total Expenses</u>		<u>\$ 6,033.82</u>

MONTHLY FINANCIAL SUMMARY	278 2nd STREET	
Interest Earned		\$ 3,675.00
Total Revenue		\$ 9,040.08
Total Expenses		\$ (5,365.08)
<u>NET REVENUE</u>		<u>\$ (5,365.08)</u>

EXCESS (DEFICIENCY) OF TOTAL REVENUE		
1060 OVER (UNDER) TOTAL EXPENSES		\$ (5,365.08)

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

Account Description	80	TOTAL VOUCHERS	TOTAL HAP, PORT, UTILITIES	93,023.00
		Vouchers Leased on last day of month		
	77			
	3	New Vouchers Issued/No Lease/Searching		
		Smith		
		Cornwell		
		Quintana		
	0	Portable Vouchers		
	80	All other Vouchers		
		COVID EXPENSES:		
				\$

Account Description	Amount	Account Description	Amount
<b>REVENUE:</b>			
706 PHA HUD Operating Grants	\$ 91,550.00	Fraud Recovery HAP	
706a Admin fee revenues	\$ 9,522.00	Fraud Recovery ADMIN (714.020)	
711 Interest Earned - HAP	\$	Add'l HAP	
Interest Earned - ADMIN		Admin Fee	
		Supplemental from CD	
714 Fraud recovery	\$	Add'l ADMIN from HUD	
700 TOTAL REVENUE	\$ 101,072.00		
<b>EXPENSES:</b>			
Administrative			
912 Auditing fees			
		Admin Salaries total	
911 Salaries - Asha (\$27.60), Robert	\$ 3,864.00		
911a Column E, Paul Column F 2 pay periods	\$ 264.24		
911b Medical	\$ 2,118.74		
911c Dental	\$ 151.52		
911d Pension 14.15.7%, 15.12.9%	\$ 606.65		
914 Payroll Taxes FICA	\$ 295.00		
915 Employee Benefit Contribution TOTAL	\$ 2,876.91		
		Medical Total	\$ 4,705.16
		Dental Total	\$ 2,290.97
		Pension Total	\$ 159.57
		FICA Total	\$ 715.16
		Benefits Total	\$ 359.94
		Admin Salaries total	\$ 3,165.69
917 Nina JG Stewart, Esq			
916 A Gallacher Reimb			
918 A Gallacher Mileage			
916 Office Expenses Total	\$		
910 Administrative Total	\$ 8,230.80		
962 Other General Expenses (Office Rent)	\$ 550.00		
969 TOTAL OPERATING EXPENSES	\$ 8,780.80	Village of Greenport total	\$ 8,780.80
<b>970 EXCESS OPERATING REVENUE OVER OPERATING EXPENSES</b>			
973.1 PHA Utility Allowance	\$ 741.20		
973.2 HAP payments	\$ 93,023.00		
973 PORT payments	\$		
(HAP, PORT and UTILITY TOTAL)	\$ 93,023.00	(VMS - HAP TOTAL)	
HAP & UTIL less Port payments	\$ 93,023.00	(VMS- ALL OTHER VOUCHERS HAP)	
1117-020 Total Admin Revenue	\$ 9,522.00		
1117 Net ADMIN	\$ 741.20		
1118 Total Hap Revenue	\$ 91,550.00		
1118-020 Net HAP	\$ (1,473.00)		
900 TOTAL EXPENSES	\$ 101,803.80		
1000 EXCESS (DEFICIENCY) OF TOTAL REVENUE OVER (UNDER) TOTAL EXPENSES	\$		
	\$ 101,803.80	TOTAL CASH DISBURSEMENTS	\$ 101,803.80
	\$ (731.80)		

Category	Amount
TOTAL PORT IN	\$ 0
TOTAL PORT OUT	\$ 0
TOTAL PORT	\$ 0

Category	Amount
TERMINATED	
DECEASED	
ABSORBED	
RELINQUISHED	



236 THIRD STREET  
GREENPORT NY 11944

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

**MAYOR**  
GEORGE W. HUBBARD, JR.  
EXT. 215

**TRUSTEES**  
JACK MARTILOTTA  
DEPUTY MAYOR

PETER CLARKE

MARY BESS PHILLIPS

JULIA ROBINS

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

**CLERK**  
SYLVIA PIRILLO, RMC  
EXT. 206

**TREASURER**  
ROBERT BRANDT  
EXT. 217

Submitted: February 10, 2022  
Meeting: February 17, 2022 7:00 PM  
*Work Session Meeting*  
To: Mayor George W. Hubbard, Jr.  
Board of Trustees  
Prepared By: Debbie Boyle, *Assistant*  
From: Debbie Boyle, *Assistant*  
Department: Village Clerk Department

### **Village Clerk February 2022 Work Session Report**

#### **VILLAGE of GREENPORT - BOARD of TRUSTEES WORK SESSION**

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

#### **Agreements and Contracts**

The contract between the Village and McLean Associates - for planning consultant services - was mailed for execution on the 31<sup>st</sup> of January.

The contract between the Village and Stanley Skrezec - for the provision of contractor services - was mailed for execution on the 31<sup>st</sup> of January.

The contract between the Village and Stanley Skrezec - for the removal and disposal of snow - was mailed for execution on the 31<sup>st</sup> of January.

#### **Financial**

A check was personally received on February 9<sup>th</sup> by the Village Clerk for the filming permit of Showtime [Possible Productions], for filming on the 10<sup>th</sup> and 11<sup>th</sup> of February.

## **Legal Notices Published**

The legal notice for the Betancourt Wetlands Permit Application public hearing was published in the February 3<sup>rd</sup> edition of The Suffolk Times.

The brush pick-up schedule was published in the February 10<sup>th</sup> edition of The Suffolk Times.

The advertisement for the open Laborer position in the Road Department was published in the February 10<sup>th</sup> edition of The Suffolk Times. Applications/resumes are returnable by February 23<sup>rd</sup>.

## **Resolutions for the Regular Meeting**

RESOLUTION accepting the attached proposal submitted by H2M, dated January 25, 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 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 awarding the contract for the removal of trees and tree stumps on specified Village streets, and the grinding of tree stumps to Johnson Tree Company - the lowest bidder - per the attached Bid Form and the bid opening on February 2, 2022; and authorizing Mayor Hubbard to sign the contract between Johnson Tree Company and the Village of Greenport.

RESOLUTION ratifying the approval of the Film Permit Application submitted by Kristin Dombrowski and Grace Doherty on behalf of Possible Productions, Inc. for filming on, and the use of, specified Village streets and specified Village-owned properties on February 10, 2022 and February 11, 2022.

RESOLUTION approving the Public Assembly Permit Application submitted by TK Krumenacker on behalf of the GHS All Class Corporation for the use of the Fifth Street Beach/Park from 8:00 a.m. through 7:00 p.m. on July 16, 2022 for a gathering of Greenport High School alumni.

RESOLUTION approving the Public Assembly Permit Application submitted by John A. Yeamans on behalf of the United States Power Squadrons for the use of a portion of Mitchell Park from 9:00 a.m. through 11:00 p.m. from July 28, 2022 through July 31, 2022 for the annual District 3 Rendezvous.

RESOLUTION scheduling a public hearing for 7:00 p.m. on March 24, 2022 at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944 regarding the Wetlands Permit Application submitted by Costello Marine Contracting Corp. on behalf of Nathaniel and Emily Ewing for the property at 230 Fourth Street, Greenport, New York, 11944 to remove and dispose of 62 feet of existing concrete bulkhead return, and construct a new 62-foot return in-kind, in-place; and directing Clerk Pirillo to notice the public hearing accordingly.

RESOLUTION ratifying the hiring of Jay Tramontana as a Skate Guard at the Village of Greenport Ice Rink, at a pay rate of \$15.00 per hour, effective January 22, 2022.

**Attachments:**

Proposal H2M - Annual Water Supply Statement - Consumer Confidence Report (PDF)

Service Agreement - Garratt-Callahan Company - Water Treatment Chemical Program (PDF)

BID FORM

VILLAGE OF GREENPORT TREE AND STUMP REMOVAL SERVICES AND STUMP GRINDING SERVICES, ON SPECIFIED VILLAGE OF GREENPORT STREETS - 2022

Village of Greenport  
236 Third Street  
Greenport, New York 11944

Gentlepersons:

The undersigned bidder has carefully examined the Contract Documents for the proposed work and will provide all necessary labor, materials, equipment and incidentals as necessary and called for by the said contract Documents in the manner prescribed therein and in said Contract, and in accordance with the requirements of the Village of Greenport at the following unit and lump sum prices:

Name of Bidder:

MIKE JOHNSON

Address of Bidder:

38200 MAWRA ORIENT NY 11957

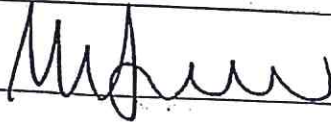
Contact Phone No,

631 323 3509

Contact E-Mail:

M.MOSS.JOHNSON@GMAIL.COM

Signature:



Signed By (printed name):

MIKE JOHNSON

Title:

OWNER

Date:

2 1 22

BID FORM (CONTINUED)

VILLAGE OF GREENPORT TREE AND STUMP REMOVAL SERVICES AND STUMP GRINDING SERVICES, ON SPECIFIED VILLAGE OF GREENPORT STREETS - 2022

VILLAGE OF GREENPORT  
 TREE AND STUMP REMOVAL SERVICES AND STUMP GRINDING SERVICES, ON  
 SPECIFIED VILLAGE OF GREENPORT STREETS - 2022  
 TOTAL PROJECT BID PRICE:

GENERAL DESCRIPTION OF WORK: The work to be performed consists principally of the removal of specified trees and stumps and the removal and grinding of specified tree stumps only on Village of Greenport streets. Any tree that can be cut into 18" pieces for firewood are to be cut accordingly, and the rest of the tree should be mulched and provided to the Village at a designated location in Moore's Woods.

Total Project Bid Price in Words: <i>THIRTEEN THOUSAND</i>	Total Project Bid Price in Numerals: <i>13,000.00</i>
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Description	Project Bid Price (In Words)	Project Bid Price (In Numerals)
TREE AND STUMP REMOVAL	<i>THIRTEEN THOUSAND</i>	<i>13,000</i>
STUMP GRINDING	<i>SEVEN THOUSAND FIVE HUNDREDS</i>	<i>7500.00</i>
FIREWOOD 18" PIECES	<i>ONE THOUSAND FIVE HUNDREDS</i>	<i>1500.00</i>
MULCHING WITH DELIVERY TO THE VILLAGE-DESIGNATED LOCATION IN MOORES WOODS	<i>FOUR THOUSAND</i>	<i>4,000.00</i>

*INCLUDES IN QUOTE*





architects + engineers

538 Broad Hollow Road, 4<sup>th</sup> Floor East  
Melville, NY 11747 | Tel 631.756.8000

January 25, 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 – 2021 Annual Water Supply Statement/Consumer Confidence Report  
H2M Letter Proposal No.: LP220134**

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:

1. 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, 2022.
2. 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 2021. Provide the Village twenty (20) copies of the package that will be made available to the public at Village Hall.
4. 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.

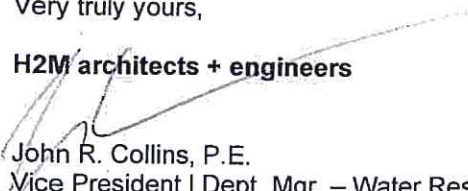
Please note that the USEPA and NYSDOH have changed the regulations for the delivery of the Annual Report. The Village can now utilize electronic delivery by posting the report on the Village's website. This will save the Village on printing and postage for the mailing. You will need to mail a postcard 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.  
Vice President | Dept. Mgr. – Water Resources

JRC:slj

cc: Mayor George Hubbard, Jr.

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# H2M Standard Terms & Conditions

(Ver 210520)

Client	Inc. Village of Greenport
Site	236 Third Street, Greenport, New York 11944
Services	Preparation of 2021 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

## 1. 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.

## **8. 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 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.

## **9. 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.

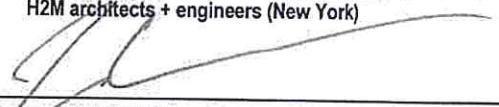
9.4. **Cost Opinions.** Any opinion of cost that H2M prepares is merely an estimate supplied for the Client's general guidance. H2M has no control over variations in market conditions, suppliers' or contractors' bidding strategies, nor the impacts that these and other variables have on the actual cost 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
Signature	
By: Name	
Title	
Date	

H2M	H2M architects + engineers (New York)
Signature	
By: Name	John R. Collins, P.E.
Title	Vice President
Date	1/25/2022



**SERVICE AGREEMENT**

Beginning Date: 3/1/2022 End Date: 2/28/2023 Customer Number: 9786052  
Bill To: Attn: Doug Jacobs Customer Site: Attn: Doug Jacobs  
Village of Greenport, Electric Department Village of Greenport, Electric Department  
236 Third Street, Greenport NY 11944 400 Moores Lane, Greenport NY 11944

GARRATT-CALLAHAN COMPANY agrees to provide a water treatment chemical program and service from the effective date as described in the following program summary.

For this program, CLIENT agrees to pay to GARRATT-CALLAHAN COMPANY the sum of:  
Ten Thousand Eight Hundred DOLLARS \$ 10,800.00

Payable in 1  MONTHLY,  QUARTERLY,  ANNUAL (Check One) installment(s) of:  
Ten Thousand Eight Hundred DOLLARS \$ 10,800.00

State and local taxes are not included in the dollar amount shown and will be added to each invoice unless a tax exemption certificate is submitted to GARRATT-CALLAHAN COMPANY. Initial: \_\_\_\_\_ Date: \_\_\_\_\_

Such invoices are to be paid by CLIENT  monthly/ quarterly/ annually. Only  monthly/ quarterly/ annual invoices will be submitted to the customer.

Invoices for materials used in conducting the program will be maintained internally by GARRATT-CALLAHAN 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 calls to your facility, during which time we will perform all pertinent analyses for you applicable systems and make recommendations for all necessary parameters in order to make your treatment operation successful. Copies of our reports will be sent to responsible personnel as required.

The contract figure is based upon maintaining all limits according to our specifications and recommendations, and also upon normal load conditions and operations. Any change in the criteria, including expansions, additions, etc., will require renegotiation of terms.

GARRATT-CALLAHAN COMPANY will be responsible only for reasonable diligence and care in providing its program under the agreement. GARRATT-CALLAHAN COMPANY will not be responsible for failure or delay in providing its program due to any act or circumstances beyond its control.

Either party may terminate this agreement when just cause has been identified and delivered in writing, and if the deficient party has not taken corrective action within 90 days of the written notification. Upon termination the remaining chemical inventory (unopened container and within shelf life) and equipment shall be returned to G-C.

By signing, you are indicating that you have read and agreed to our Terms and Conditions of Sale, PO3410.

CLIENT: \_\_\_\_\_ GARRATT-CALLAHAN COMPANY \_\_\_\_\_  
BY: \_\_\_\_\_ BY: Peter Cheng  
(PRINTED NAME) (PRINTED NAME)  
\_\_\_\_\_  
(SIGNATURE/DATE) (SIGNATURE/DATE)  
TITLE: \_\_\_\_\_ TITLE: Senior 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 accidentally 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.

**Assignment**

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



236 THIRD STREET  
GREENPORT NY 11944

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

**MAYOR**  
GEORGE W. HUBBARD, JR.  
EXT. 215

**TRUSTEES**  
JACK MARTILOTTA  
DEPUTY MAYOR

PETER CLARKE

MARY BESS PHILLIPS

JULIA ROBINS

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

**CLERK**  
SYLVIA PIRILLO, RMC  
EXT. 206

**TREASURER**  
ROBERT BRANDT  
EXT. 217

Submitted: February 10, 2022  
Meeting: February 17, 2022 7:00 PM  
*Work Session Meeting*  
To: Mayor George W. Hubbard, Jr.  
Board of Trustees  
Prepared By: Debbie Boyle, *Assistant*  
From: Sylvia Pirillo, *RMC, Village Clerk*  
Department: Mayor and Board of Trustees

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### **Trustee Clarke February 2022 Work Session Report**

**Attachments:**

Trustee Clarke February 2022 Work Session Report (PDF)

Trustee Peter Clarke

Work Session Report for February 17th, 2022

1. Had first meeting as liaison with FOMP, Friends of Mitchell Park. Discussed some ideas for the future, including their plans to subsidize Carousel rides for kids and how best to administer. We will meet monthly. I would like to canvass the trustees for ideas for the FOMP as well as the public so that I can bring ideas back to the committee.
2. Had meeting with North Fork Dark Skies Coalition regarding Greenport's adoption of recommended Dark Skies practices and the potential to adopt these practices into the update of LWRP, inclusive of those measures that are important to mariners and a working waterfront.
3. Had meeting with Administrator and Clerk to begin planning for Dances in the Park 2022. Some new ideas include additional work on social media and development of a QR code that we can add to posters and other media that drive citizens to the Dances FB page. We also plan to expand the 2021 test of student musicians and present a short program in advance of the headlining band.
4. Would like to discuss the idea of 2 trustees working together on priorities of the Mayor and Board during the 2 weeks a month that have no meetings so that we can advance more rapidly the many important initiatives that have fallen behind during the Covid 19 pandemic.
5. Had meeting with Skate Park Committee to begin planning for the August festival and the additional plans necessary to get ready for the festival. There are many exciting and big initiatives including plans to coordinate with the BID for a skate park week building up to a fashion show at the Greenport American Legion on Memorial Day. Plans to make some repairs and raise the funds necessary to complete them prior to the August Festival.
6. Working with one of the potential buyers of the Greenport Auditorium to see what guidance and assistance the village administration can provide in purchasing this historic centerpiece of our business district.