



**March 24, 2022 at 7:00 PM
Mayor and Board of Trustees – Regular Meeting
Third Street Firehouse
Greenport, NY 11944**

236 Third Street
Greenport NY
11944

Tel: (631)477-0248
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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

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Karen A. Pollack

ANNOUNCEMENTS

A Village co-sponsored Boating Safety Course will be held at the Third Street Fire Station from 9 a.m. – 5 p.m. on June 11, 2022.

LIQUOR LICENSE APPLICATION

A new application was received from The Menhaden, located at 207 Front Street, on February 18, 2022.

A new application was received from Gallery Bar LLC, located at 314 Main Street, on March 3, 2022.

PUBLIC HEARING

A public hearing regarding the Wetlands Permit Application submitted by Costello Marine Contracting Corp. on behalf of Nathaniel and Emily Ewing for the property located at 230 Fourth Street to remove and dispose of 62 feet of existing concrete bulkhead return, and to construct a new 62-foot bulkhead return in-kind, in-place.

A public hearing regarding a proposed local law creating Section 150-30.2 regarding curb cuts within the Village of Greenport and amending Section 115-13J of the Greenport Village Code.

A public hearing regarding a proposed local law deleting Section 150-12 (C) and amending Sections 150-12(A), 150-16(A)(1) and 150-16G to amend the parking regulations of the Greenport Village Code.

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 03-2022-1**

RESOLUTION adopting the March, 2022 agenda as printed.

RESOLUTION # 03-2022-2

RESOLUTION accepting the monthly reports of the Greenport Fire Department, Village Administrator, Village Treasurer, Village Clerk, Village Attorney, Mayor and Board of Trustees.

VILLAGE ADMINISTRATOR**RESOLUTION # 03-2022-3**

RESOLUTION authorizing the attendance of Trustee Robins and Village Administrator Pallas at the 2022 Annual NYAPP Conference from April 19, 2022 through April 21, 2022 in Saratoga Springs, New York at a conference fee of \$ 375.00 per attendee and a room rate of \$ 139.00 per attendee per night, with meal, mileage and travel expenses to be reimbursed in accordance with the Village Travel Reimbursement Policy, to be expensed from Account E.0782.000 (Management Services).

RESOLUTION # 03-2022-4

RESOLUTION approving the attached Sewer Connection and Easement Access Agreement between the Village of Greenport and the individual property owners within the Village of Greenport Sandy Beach area, that enter this agreement, to provide sewer service to the residential owners, conditioned on a sufficient number of owners entering the agreement and accepting the service, and authorizing Mayor Hubbard to sign the agreements. The attached Agreement supersedes the Sewer Connection and Easement Access Agreement approved at the February 24, 2022 regular meeting of the Board of Trustees.

RESOLUTION # 03-2022-5

RESOLUTION approving the attached Change Order in the amount of \$ 33,000.00 from L.K. McLean Associates, P.C. for additional work necessary to complete the preliminary and final designs related to the re-design of the North Ferry Terminal access area, for the project currently underway in the Village of Greenport via a State/Local Agreement with the New York State Department of Transportation.

RESOLUTION # 03-2022-6

RESOLUTION approving the attached Request for Work Authorizations submitted by Duncan, Weinberg, Genzer & Pembroke, P.C. for the payment of a portion of the expenses incurred regarding the New York Association of Public Power 2022 - 2023 Scope of Work, and authorizing Mayor Hubbard to sign the Request for Work Authorizations submitted by Duncan, Weinberg, Genzer & Pembroke, P.C.

RESOLUTION # 03-2022-7

RESOLUTION approving the attached Retainer Agreement between the Roffe Group P.C. and the New York Association of Public Power for the payment of a portion of the expenses incurred by the Roffe Group P.C. for representation and advisement before the New York State government on certain legislative and regulatory concerns.

RESOLUTION # 03-2022-8

RESOLUTION approving the attached Proposal from Susan Stohr of SJS Associates for the payment of a portion of the expenses incurred for the provision of governmental affairs representation for the municipal members of the New York Association of Public Power.

RESOLUTION # 03-2022-9

RESOLUTION accepting the attached proposal submitted by Susan Stohr for the development and implementation of legislative and communications strategies to support the Village of Greenport in efforts to:

continue the provision of grant administration services related to the microgrid storm hardening, grant-funded project currently in progress, the Village of Greenport North Ferry Terminal reconstruction project, and to secure State and Federal appropriations funding, grants and external funding, with a maximum cost of \$ 20,250; with the Agreement term date to end on December 31, 2022.

RESOLUTION # 03-2022-10

RESOLUTION authorizing the solicitation of a Request for Quotations for the replacement of the roof at the Station Two Firehouse, and for the replacement of specific roofs at various Wastewater Treatment Plant facilities including specified pump stations and specific structures located at the Wastewater Treatment Plant site, and directing Clerk Pirillo to notice the Request for Quotations accordingly.

RESOLUTION # 03-2022-11

RESOLUTION authorizing the solicitation of a Request for Bids for the purchase by the Village of Greenport Electric Department of the following vehicles:

one (1) 2021 or newer 10-yard dump truck and

two (2) bucket trucks, one 55' with material handler, and one 50' without material handler, with the purchases to be made using municipal contracts or through a formal bidding process as per the Procurement Policy in the Village of Greenport Code, and directing Clerk Pirillo to notice the bid(s) accordingly.

RESOLUTION # 03-2022-12

RESOLUTION awarding the contract for the performance of specified site improvements at the Village of Greenport Wastewater Treatment Plant to Construction Consultants L.I., Inc. per the bid opening on January 27, 2022 as recommended by J.R. Holzmacher, P.E., LLC in the total amount of \$549,837.50; and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Construction Consultants L.I., Inc. and determining pursuant to the annexed separate SEQRA resolution that the Board of Trustees is adopting Lead Agency status for purposes of SEQRA, and determining that this project and the approval of this contract is an Unlisted Action that will not have a significant negative impact on the environment and that therefore a Negative Declaration is adopted.

VILLAGE TREASURER

RESOLUTION # 03-2022-13

RESOLUTION authorizing the issuance of a Request for Proposals for the performance of electric, sewer and water utility rate studies for the Village of Greenport, and directing Clerk Pirillo to notice the Request for Proposals accordingly.

RESOLUTION # 03-2022-14

RESOLUTION approving the attached agreement between The Village of Greenport and Nina J. Greenfield Stewart for the provision of legal services for the Village of Greenport Housing Authority, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and Nina J. Greenfield Stewart.

RESOLUTION # 03-2022-15

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4927 to appropriate reserves to fund Wastewater Treatment Plant employee training at Brae Loche, and directing that Budget Amendment # 4927 be included as part of the formal meeting minutes of the March 24, 2022 Regular Meeting of the Board of Trustees.

RESOLUTION # 03-2022-16

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4928 to appropriate reserves to fund the mooring field tackle inspections and replacements, and directing that Budget Amendment # 4928 be included as part of the formal meeting minutes of the March 24, 2022 Regular Meeting of the Board of Trustees.

RESOLUTION # 03-2022-17

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4929 to appropriate reserves to fund the repairs and piling fendering at the Village of Greenport Mitchell Park Marina East Pier, and directing that Budget Amendment # 4929 be included as part of the formal meeting minutes of the March 24, 2022 Regular Meeting of the Board of Trustees.

RESOLUTION # 03-2022-18

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

VILLAGE CLERK**RESOLUTION # 03-2022-19**

RESOLUTION approving the Public Assembly Permit Application submitted by the Greenport Business Improvement District to use a portion of Mitchell Park from 9:30 a.m. through 12 noon on April 16, 2022 for the Annual Egg Roll and corresponding activities.

RESOLUTION # 03-2022-20

RESOLUTION approving the Public Assembly Permit Application submitted by Nicki Gohorel on behalf of the Business Improvement District for the use of specified Village streets and properties for a 5K run from 8:30 a.m. until completion on April 30, 2022 as a Business Improvement District fundraising event.

RESOLUTION # 03-2022-21

RESOLUTION approving the Public Assembly Permit Application submitted by Denise Gillies on behalf of The Friends of Mitchell Park, to use a portion of Mitchell Park from 9:00 a.m. through 10:00 a.m. every Saturday from May 7, 2022 through October 30, 2022 for Tai Chi instruction, which will be offered at no cost to the public.

RESOLUTION # 03-2022-22

RESOLUTION approving the Public Assembly Permit Application submitted by Northeast Stage for the use of a portion of Mitchell Park from 4:00 p.m. through 11:00 p.m. from August 5, 2022 through August 7, 2022 for the annual Shakespeare in the Park performances.

RESOLUTION # 03-2022-23

RESOLUTION approving the Public Assembly Permit Application submitted by the East End Seaport Museum for the use of various Village streets and facilities, including Mitchell Park, from 7:00 a.m. through 5:00 p.m. from September 24, 2022 through September 25, 2022; for the annual Maritime Festival.

RESOLUTION # 03-2022-24

RESOLUTION authorizing the suspension of the open container law of the Village of Greenport, per Sections 35-3B and 35-3C of the Greenport Village Code, within the Festival parameters of the East End Seaport Museum Maritime Festival, from 9:00 a.m. through 5:00 p.m. on September 24, 2022 and from noon to 5:00 p.m. on September 25, 2022 for the annual Maritime Festival.

RESOLUTION # 03-2022-25

RESOLUTION approving the attached SEQRA resolution regarding the Wetlands Permit Application submitted by Paul Betancourt per the public hearing held on February 24, 2022 to construct a proposed 4' wide x 32' long fixed dock, 30" wide x 14' long aluminum ramp and 6' wide x 20' long floating dock supported with two (2) 10" diameter piles, for the property located at 200 Atlantic Avenue, Greenport, New York, 11944; adopting lead agency status, determining that the approval of the Wetlands Permit Application is an Unlisted Action for purposes of SEQRA that will not have a significant negative impact on one or more aspects of the environment, and adopting a conditional negative declaration for purposes of SEQRA.

RESOLUTION # 03-2022-26

RESOLUTION approving the Wetlands Permit Application submitted by Paul Betancourt per the public hearing held on February 24, 2022 to construct a proposed 4' wide x 32' long fixed dock, 30" wide x 14' long aluminum ramp and 6' wide x 20' long floating dock supported with two (2) 10" diameter piles, for the property located at 200 Atlantic Avenue, Greenport, New York, 11944. The following Conservation Advisory Council conditions apply to this approval:

Recognize the dock portion of the property as a marina instead of a private home dock, since Village Code allows only four (4) slips for a home dock. The property is located in the Waterfront Commercial District and must provide adequate off-street parking - recommended requirement of three (3) for the two-family house on the property (as per Village Code) and one for each boat slip, for a total of nine (9).

- Require a sanitary pump-out station.
- Flow-through decking for the new fixed dock portion should be designed and installed as flow-through to provide sunlight to marine bottom vegetation and surge control for extreme high tides.

- Verify there is a minimum of thirty inches (30") of water under the new floating dock at MLW [Mean Low Water], as required by the NYSDEC permit, and
- Provide plans (if any) for lighting, water and shore power to the new dock section.

As per the Code of the Village of Greenport, the term of this permit shall be two years.

RESOLUTION # 03-2022-27

RESOLUTION accepting the attached proposal submitted by Lisa Otis for the management of the Village of Greenport McCann Campground per the Request For Proposals opening on January 27, 2022 and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Lisa Otis for the management of the Village of Greenport McCann Campground.

RESOLUTION # 03-2022-28

RESOLUTION ratifying the hiring of Dyamond Walker as a seasonal part-time employee at the Village of Greenport Carousel, at a pay rate of \$15.00 per hour, effective February 26, 2022.

RESOLUTION # 03-2022-29

RESOLUTION authorizing the attendance of any interested Board Member or Management Staff Member at the SCVOA Legislative Dinner and Awards Night from 6:00 p.m. through 9:00 p.m. on April 13, 2022 at the Hotel Indigo in Riverhead, New York with meal, mileage and travel expenses to be reimbursed in accordance with the Village Travel Reimbursement Policy, and expensed from the corresponding account(s).

RESOLUTION # 03-2022-30

RESOLUTION accepting the attached 2021 year-end Length of Service Award Program points for the Village of Greenport Fire Department.

TRUSTEES

RESOLUTION # 03-2022-31

RESOLUTION approving the construction and maintenance of the "parklets" by the Village of Greenport Business Improvement District for the 2022 season, from May 30, 2022 through October 10, 2022, subject to approval by the New York State Department of Transportation.

VOUCHER SUMMARY**RESOLUTION # 03-2022-32**

RESOLUTION approving all checks per the Voucher Summary Report dated March 18, 2022, in the total amount of \$ 1,215,735.84 consisting of:

- o All regular checks in the amount of \$ 1,171,290.70, and
- o All prepaid checks (including wire transfers) in the amount of \$ 44,445.14.

February 10, 2022

LOCAL LAW NO. OF THE YEAR 2022
A LOCAL LAW CREATING SECTION 150-30.2
REGARDING CURB CUTS AND AMENDING
SECTION 115-13J
OF THE GREENPORT VILLAGE CODE

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE INCORPORATED VILLAGE
OF GREENPORT AS FOLLOWS:

Section 1.0 Title, Enactment, Effective Date,
Purpose and Intent.

1.1 Title of Local Law

1.2 Enactment.

1.3 Effective Date.

1.4 Purpose and Intent of Local Law.

2.0 General Provisions.

2.1 Creating Section 150-30.2.

2.1 Amendment of Section 115-13J.

3.0 Severability.

1.1 Title.

This Local Law shall be entitled "Local Law of 2022 Creating Section 150-30.2
Curb Cuts and Amending Section 115-13J of the Greenport Village Code".

1.2. Enactment.

Pursuant to Section 10 of the Home Rule Law and the Village Law of the State
of New York, the Incorporated Village of Greenport, County of Suffolk and State of
New York, hereby enacts by this Local Law of 2022, a Local Law of the Village of

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Greenport.

1.3. Effective Date.

This Local Law shall take effect on the filing of the approved Local Law with the Secretary of State of the State of New York, which shall be within twenty (20) days after its approval by the Board of Trustees of the Incorporated Village of Greenport.

1.4 Purpose and Intent of Local Law.

The purpose and intent of this Local Law is to create and orderly process for the creation or modification of curb cuts in the Village of Greenport.

2.0 General Provisions.

2.1 Creation of Section 150-30.2

Section 150-30.2 of the Greenport Village Code is hereby created to read as follows:

“150-30.2 Curb Cuts, Aprons Rules & Regulations

150-30.2(A); Permit Required for Curb Cuts

A person shall not, either at their own expense or on behalf of another person, make, construct or reconstruct, locate or relocate, relay or repair a driveway or curb cut abutting a Village street without first obtaining a Curb Cut Permit to be issued by the Village of Greenport Code Enforcement Official, or other village employee so designated by the Village Administrator, after approval of the permit application by the Greenport Village Planning Board.

150-30.2(B) Construction Specifications

All curb cuts and driveways shall be constructed as detailed in the plan and specifications included with the application that is approved by the Village.

150-30.2(C) Materials for Curb Cuts & Aprons

All aprons and curbs cuts must be constructed in concrete.

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150-30.2(D) Application for Curb Cut Permit

Each application for a permit shall be signed and acknowledged by the applicant and shall set forth a fully dimensioned site plan showing the existing and proposed driveways, curbs, and sidewalks of the subject property and for the properties located on each side of the subject property. The applicant may only be the owner of the property or a person employed or contracted by the owner with written authorization signed by the owner with the owner's signature notarized.

Section 150-30.2(E) Planning Board Review

The Planning Board shall review each application and shall approve the issuance of such permit upon compliance by the applicant with the provisions of the Village Code provided and if the Village Planning Board shall determine that:

1. The proposed driveway entrance or curb cut will not interfere with the orderly and reasonable use of the adjacent properties or the properties across the street from the subject properties.
2. The proposed driveway entrance or curb cut will not create undue interference with vehicular traffic in the adjoining roadway.
3. The proposed curb cut and driveway entrance or curb cut will not adversely affect the health, safety, welfare, comfort, or convenience of the inhabitants of the town.
4. Any other condition considered relevant by the Planning Board.
5. The issuance of a permit as provided herein does not constitute a waiver of any requirements respecting the subject property which may exist pursuant to statute, local law, or ordinance.

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150-30.2(F) Fees

A. For a residential or noncommercial curb cut permit, the application fee shall be \$55 for each single-car-width driveway (10 foot maximum) or \$75 for each double-car width driveway (greater than 10 foot width, with an 18 foot maximum). For a commercial permit, the application fee for each commercial-use driveway shall be \$300. See Section 150-30.2(H) for commercial specifications.

Section 150-30.2(F) Driveway / Curb Cut Specifications Residential

Each curb cut and driveway for noncommercial use constructed under a permit issued pursuant to this chapter shall be constructed in accordance with the following specifications:

1. Curb cuts for dwellings shall be no greater than 10 feet for one-car access at the curb line.
2. Curb cuts for dwellings shall be no greater than 18 feet for two-car access at the curb line.
3. For a corner property, the minimum distance permitted between any curb cut and the property line forming the adjoining street extended to the curb line shall be 25 feet.
4. A minimum distance of three feet from the side property lines shall be maintained at the curb line for all curb cuts.
5. Curb cuts for connected or U-shaped driveways shall comply with the following requirements:
 - a. Curb cuts for purposes of connected or U-shaped driveways shall require not less than 50 linear feet minimum frontage on a street or highway.
 - b. Each connected or U-shaped driveway permitted under this subsection

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shall consist of either two ten-foot curb cuts, or one ten-foot curb cut and one eighteen-foot curb cut.

- c. A minimum of 18 feet shall be required between curb cuts.

Section 150-30.2(G) Adjusting Existing Curb Cuts

An existing curb cut may be supplemented by not more than one additional single-width ten-foot curb cut, provided that the proposed additional curb cut be located not less than 18 feet from the existing curb cut at the curb line, and the application otherwise meets all other requirements. An existing 10-foot curb cut for an attached garage may be widened to an 18-foot curb cut when the application otherwise meets all other requirements herein.

Section 150-30.2(H) Commercial Driveway & Curb Cut Specifications

Each curb cut and driveway for commercial use constructed under a permit issued shall be constructed in accordance with the following additional specifications:

1. Normal curb cuts for commercial use shall be not greater than 25 feet at the curb line.
2. For a corner property, the minimum distance permitted between any commercial-use curb cut and the property line forming the adjoining street extended to the curb line shall be 10 feet.
3. A minimum distance of 5 feet from side property lines shall be maintained at the curb line for all commercial-use curb cuts.
4. Commercial-use curb cuts may be supplemented by additional commercial-use curb cuts, provided that all such curb cuts are not less than 25 feet one from the other at the curb line, and the application otherwise meets all other requirements.

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Section 150-30.2(I) Failure to Complete Permit Requirements

Each permit shall authorize the Village of Greenport to complete the repair, construction, or reconstruction of driveway entrances and curb cuts whenever the Village finds reasonable cause to conclude that the applicant fails, refuses, or neglects to complete such repair, construction, or reconstruction. The Village shall be reimbursed for the cost of such repair, construction, or reconstruction by assessment against, and collection from, the lots or parcels of land where such work was performed or services rendered for so much of the actual and complete costs as incurred upon and from each lot or lots.”

2.2 Amendment of Section 115-13J

Section 115-13J of the Greenport Village Code shall be amended to read as follows:

“115-13J; Curb cuts and driveway openings.

Any curb cut or driveway opening proposed in the Village of Greenport onto a street owned by the Village of Greenport will be considered a road opening and will be granted only upon the approval of the Greenport Village Planning Board and the Code Enforcement Official of the Village of Greenport as provided in section 150-30.2. Any decision of the Planning Board pursuant to this section may be appealed to the Village Board of Trustees within 60 days of the filing of the Planning Board's decision with the Village Clerk.”

3.0 Severability

In the event that any section or portion of this Local Law or Chapter shall be deemed void or not effective, the remaining provisions of this Local Law and Chapter shall remain in full force and effect.

LOCAL LAW NO. OF THE YEAR 2022
A LOCAL LAW DELETING SECTION 150-12(C) AND
AMENDING SECTIONS 150-12A, 150-16(A)(1) AND 150-16(G)
TO AMEND THE PARKING REGULATIONS
OF THE GREENPORT VILLAGE CODE

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE INCORPORATED VILLAGE
OF GREENPORT AS FOLLOWS:

Section 1.0 Title, Enactment, Effective Date,
Purpose and Intent.

1.1 Title of Local Law

1.2 Enactment.

1.3 Effective Date.

1.4 Purpose and Intent of Local Law.

2.0 General Provisions.

2.1 Deleting Section 150-12(C).

2.1 Amendment of Section 150-16(A)(1).

2.2 Amendment of Section 150-16(G).

3.0 Severability.

1.1 Title.

This Local Law shall be entitled "Local Law of 2022 Deleting Section
150-12(C) and Amending Sections 150-16(A)(1) and 150-16(G) to Amend the Parking
Regulations of the Greenport Village Code.

1.2. Enactment.

Pursuant to Section 10 of the Home Rule Law and the Village Law of the State

of New York, the Incorporated Village of Greenport, County of Suffolk and State of New York, hereby enacts by this Local Law of 2022, a Local Law of the Village of Greenport.

1.3. Effective Date.

This Local Law shall take effect on the filing of the approved Local Law with the Secretary of State of New York, which shall be within twenty (20) days after its approval by the Board of Trustees of the Incorporated Village of Greenport.

1.4 Purpose and Intent of Local Law.

The purpose and intent of this Local Law is to address the shortage of parking in the Village of Greenport.

2.0 General Provisions.

2.1 Deletion and Removal of Section 150-12(C)

Section 150-12(C) of the Greenport Village Code is hereby deleted and removed from the Code.

2.2 Amendment of Section 150-16(A)(1)

The first paragraph only of Section 150-16(A)(1) shall be amended to read as follows:

“§ 150-16

Parking and loading regulations.

A. Off-street parking requirements. Off-street parking spaces, open or enclosed, are permitted accessory to any use, subject to the following provisions:

(1) Schedule of parking requirements. Accessory off-street parking spaces, open or enclosed, shall be provided for any use as specified below. Any land which is developed as a unit under single ownership and control shall be considered a single lot for the purpose of these

parking regulations. Reasonable and appropriate off-street parking requirements for structures and uses which do not fall within the categories listed below shall be determined by the Planning Board upon consideration of all factors entering into the parking needs of each such use. Upon a showing to the Planning Board by the owner of a property of a reduced need for parking on a site or property as required by this Section, the Planning Board may grant a reduction of up to ten percent (10%) of the parking required for a particular use based on a showing that the particular circumstances of a property and the use to be made of that property require less parking than that required by this Chapter.

2.3 Deletion and Removal of Section 150-16A(2)

Section 150-16A(2) of the Greenport Village Code shall be deleted and removed and Section number 150-16A(2) shall be reserved for future use.

2.4 Amendment of Section 150-16(G) of the Greenport Village Code.

Section 150-16(G) of the Greenport Village Code shall be amended to read as follows:

“G. (1) The Planning Board may, when it deems it to be in the best interest of the Village, require an owner to deposit a cash payment in lieu of any parking requirements set forth in this section or § 150-12, but not to exceed a waiver of more than 50 % of the required parking spaces or 20 required parking spaces, whichever results in a lesser waiver of required parking spaces. The amount to be paid shall be \$5,000 per parking space required but not provided. Said funds will be deposited by the Village and maintained by the Village in a special fund and used by the Village for the construction, acquisition or maintenance of public parking facilities or for other municipal parking related goods and services.

(2) Any decision of the Planning Board pursuant to this section may be appealed to the Village Board of Trustees within 60 days of the filing of the Planning Board's decision with the

Village Clerk.”

3.0 Severability

In the event that any section or portion of this Local Law or Chapter shall be deemed void or not effective, the remaining provisions of this Local Law and Chapter shall remain in full force and effect.

SEWER CONNECTION AND EASEMENT ACCESS AGREEMENT

This Sewer Connection and Easement Access Agreement ("Agreement") is between _____, [an individual][individuals], with an address of _____ (the "Owner"), and the Village of Greenport, with an address of 236 Third Street, Greenport, New York 11944 ("Village") (collectively the "Parties"), enter into as of this _____, 2022.

WITNESSETH

WHEREAS, Owner is the owner of a parcel of land known as _____, Greenport, Town of Southold, Suffolk County, New York, being more particularly described in the attached Schedule A and by SCTM # 1001- _____ (the "Property"); and

WHEREAS, the Owner is one of approximately twenty-four (24) homeowners located on Sandy Beach Road, Beach Road, and Beach Street ("Sandy Beach Community"), who are interested in having a sewer extended to the Sandy Beach Community for environmental purposes; and

WHEREAS, the Owner has requested the Village to extend the wastewater main of the Village of Greenport Wastewater Treatment Plant to the Sandy Beach Community (the "Main") and to provide Owner access to tie into the Main ("Sewer Access") as further set forth in this Agreement; and

WHEREAS, for the purpose of the Work, as defined herein, the Village has requested the Owner's consent in granting the Village an easement, as further defined herein; and

WHEREAS, without a cost-sharing arrangement, the cost for the Village to provide sewer service to the Owner and the Sandy Beach Community would be prohibitive and would preclude the construction of the Main to the Owner's Property and to other homeowners within the Sandy Beach Community; and

WHEREAS, as set forth in this Agreement, the Owner has agreed to make a contribution to the Village in order for the Work to be performed.

THEREFORE, in exchange for valid consideration, it is agreed by and between the Village and the Owner as follows:

1. Owner represents and warrants to the Village that the Owner has good and proper title to the Property sufficient to enter this Agreement with the Village and that the Owner has the authority to enter this Agreement.
2. Village represents to the Owner that the Village has proper authorization to enter this Agreement as determined by the Board of Trustees of the Village of Greenport at the _____ meeting of the Board of Trustees.

3. The Village will construct an extension of the Greenport sewer system from the Safe Harbor Portion (defined herein) to the Sandy Beach Community and to the Owner's Property (the "Work") provided sufficient Sandy Beach owners sign this Agreement and pay monies, as set forth herein, to partially offset the cost of the Work.

4. Payment Schedule and Refund; Definitions.

A. Owner shall pay to the Village the total amount of fifteen thousand (\$15,000) dollars (the "Total Amount") pursuant to the terms and conditions of this Agreement.

i. Payment shall be made in three payments as follows:

a) \$1,500.00 upon the signing of this Agreement ("First Payment");

b) \$5,000.00 upon the Village entering into a contract with a primary general contractor for the purpose of performing the Work ("Second Payment"); and

c) \$8,500.00 upon completion of the Work ("Final Payment").

ii. The First Payment and the Second Payment shall be held in escrow by the Village to be released to the Village as follows:

a) The First Payment will be released upon the Commencement of the Work, as defined herein;

b) The Second Payment will be released upon the Commencement of the Work.

iii. The Owner is entitled to a return of the First Payment and Second Payment as follows:

a) The First Payment shall be returned to the Owner if, by 12/31/22, the Village has not notified the owner that the Safe Harbor Agreement has been finalized; and

b) The Second Payment shall be returned to the Owner if, by 3/31/23, the Village has not notified the owner that the Work has been Commenced.

B. The terms used in this Agreement are defined as follows:

i. Commencement means the time at which the primary general contractor begins installing the Main and tying into the Safe Harbor Portion.

- ii. Completion means the time at which the Owner is permitted to tie into the Main from the Property.

5. The Village and the Owner agree that the Total Amount paid by Owner to the Village shall be Owner's only required contribution towards the Village's costs for the Work. The Parties further agree prior to any release of escrow funds the Village provides 10-day's notice to the Owner.

6. The Owner and the Village agree that if the Owner should choose to raise the home on the Owner's Property prior to the Completion of the Work, then the Owner may elect to construct a new wastewater system on the Owner's Property that is acceptable to the Suffolk County Department of Health Services and the Village of Greenport. In the event that the Owner makes this election and properly completes the system, the Village shall return any payment made by the Owner. Within twenty (20) days of receiving a request by the Owner, the Village will advise the Suffolk County Department of Health of the status of the Work and the Safe Harbor Portion.

7. In the event that the Safe Harbor Portion is not completed, the Village of Greenport shall have the right to terminate this Agreement upon the return of all monies collected from the Owner. Upon termination, this Agreement and all rights and obligations arising hereunder shall terminate and cease. Termination shall be made in writing to the Owner (the "Notice of Termination").

8. Owner hereby grants the Village a right entry for performance of the Work and for future repairs and maintenance (the "Easement"). The Village, on Completion of the Work or completion of any maintenance or repair, shall ensure that the removed portions of the ground are timely replaced pursuant to general standards of road construction, and topped with asphalt such that the street is level and seamless from gutter to gutter.

9. The Village may record this Agreement in the land records of any municipality or governmental agency having jurisdiction thereof at the expense of the Village upon the Completion of the Work.

10. The Owner shall be responsible for the cost of the hook-up between the Owner's waste system and the Main.

11. In exchange for the Easement, the Village and its contractors with respect to the Work (including those of the Village of Greenport) shall defend, save, and hold harmless, to the fullest extent of the law, Owner in connection with any damage, liability, injury (including injury to any person or death), cost or claim of any type whatsoever, including without limitation for reasonable attorney's fees either to the Property or any persons situated thereon, arising from or in connection to, directly or indirectly, the Work.

12. The Village hereby agrees that any contractors used by the Village in connection with the Work, including any subcontractors whether under control of the Village or another contractor, will provide a certificate of insurance with general liability insurance in single limits of not less than two million dollars (\$2,000,000.00) naming Owner as an additional insured. A copy of said certificate from each and every contractor/subcontractor will be provided to Owner prior to any

work commencing, together with copies of their contractual promises of indemnity in favor of Owner.

13. Upon request, the Village will send to Owner copies of its or its surveyors', engineer's and contractors' plans, surveys and permit applications and resulting permits promptly after submitting or receiving same.

14. Owner is bound by the Agreement but is not conveying any interest in the Property to the Village, other than the Easement. The Village recognizes the Owner, his heirs, successors and assigns as a fee owner of the entire Property and as such that it retains, at all times, all rights to which a fee owner of property is entitled, including the free and unfettered rights of possession, access, ingress, and egress over the Property except those rights that are necessary for the Village to exercise the construction and maintenance of the Easements. The Village shall at all times hereinafter be, and remain, the owner of the sewer line and connection equipment that may be constructed on the Property.

15. All notices required by the Agreement shall be in writing, signed by the party or its attorneys, and sent by (a) overnight courier (such as FedEx or UPS next day delivery) or (b) next day (or, if next day is not available, the next fastest) US Priority Mail Express (formerly known as US Express Mail) provided a tracking number is assigned, addressed to the receiving party at its address as set forth in the preliminary paragraph of this Agreement. All notices sent pursuant to this Agreement shall be deemed validly given when so sent. Either of the Parties may designate a different address by notice to the other.

16. This Agreement is binding upon and shall inure to the benefit of (a) the Village and its successors and assigns and (b) Owner and its heirs, beneficiaries, and successors and assigns as owner of the Property.

17. This Agreement and the terms and conditions herein comprise the entire agreement between the parties with respect to this matter. The Agreement cannot be changed, modified or cancelled unless in writing, and executed by the parties. Any claim or dispute arising out of the Agreement or the performance thereof, shall be determined by an appropriate legal action in the Supreme Court of the State of New York, in the County of Suffolk and shall apply New York law without regard to conflicts of laws, principles or to any presumption against any party whose counsel drafted the Agreement.

VILLAGE OF GREENPORT

[OWNER]

By: _____
(Name, Title)

[OWNER]



RAYMOND G. DiBIASE, P.E., PTOE, PTP, PRESIDENT and CEO
ROBERT A. STEELE, P.E., EXECUTIVE VICE PRESIDENT
JAMES L. DeKONING, P.E., VICE PRESIDENT

Associates

CHRISTOPHER F. DWYER
STEVEN W. EISENBERG, P.E.
ANDREW B. SPEISER
MATTHEW C. JEDLICKA, LEED AP
KEITH J. MASSERIA, P.E.
VINCENT A. CORRADO, P.E.
TAMARA L. STILLMAN, P.L.S.

January 18, 2022

Paul J. Pallas
Village Administrator
236 Third Street
Greenport, New York 11944

Re: Supplemental Request for Additional Work Necessary to Complete the Preliminary and Final Design of North Ferry Terminal Improvements

Dear Mr. Pallas,

As you are aware, LKMA has been progressing the Preliminary Design Phase of the subject project and we are hopefully closing in on satisfying all of the numerous comments generated by the NYSDOT on the Design Approval Document (DAD) and the Design Approval Request Memo (DARM). This letter is to request additional money to complete the remaining portion of the preliminary and final design. I am making this request for additional funds because throughout the preliminary design phase there have been several unanticipated issues that have resulted in the need for additional work. As such, our budget for the Preliminary Design and the DAD has long been expended. In an effort to minimize additional money to the Village, I have provided a significant amount of hours on the project without billing the Village. However, since this effort has become too significant, I am now requesting additional money for some of the remaining tasks that have been impacted by the unanticipated issues on the project. The most significant issues that generated addition work include:

- After a submission of the Draft DAD, the State changed the format of the DAD Report and the entire DAD had to be re-written to the new format, while addressing an unusually high number of comments from the NYSDOT.
- Inclusion/Removal of Ferry Ramps. The Preliminary Plans and DAD were developed with the scope of work including replacement of the two ferry ramps. The ferry ramps were then removed from the project, which required the DAD to be appropriately revised. The ferry ramps were not in the original proposal.
- When our original cost proposal was written, we were not aware that Third Street was a NYSDOT roadway and would require a NYSDOT Highway Work Permit as a result of the project. Ownership of Third Street was confirmed by NYSDOT during the Preliminary Design Phase of the project.
- Our proposal assumed one build alternative similar to the Preferred Alternative in the RPA Plan would be developed for the DAD. We ended up developing eight (8) build alternatives to satisfy the NYSDOT and the Project Stakeholders. Each alternative required CAD drawing, DAD write-up and Construction Cost Estimate. We would



estimate that each alternative developed cost approximately \$4,000 on average to develop. Work to develop the additional design alternatives did not significantly exceed the preliminary design budget of \$30,000. However, the Final Design budget is no longer adequate because the entire \$30,000 budget was used to create eight separate (8) design alternatives instead of progressing one build alternative to 60% completion. As identified in our July 22, 2019 proposal, we anticipated developing the following preliminary drawings for one build preferred alternative:

- Cover Sheet
- Index, Legend, Abbreviations & Table of Quantities
- General Notes
- Existing Conditions & Survey Control
- General Plan (Including Existing and Proposed Grades)
- Miscellaneous Details
- Typical Roadway / Pavement Sections
- Pavement Marking and Signage Plan
- Construction Staging Plan (Work Zone Staging/Maintenance of Ferry operations)

To complete the remaining work on the project, we respectfully request the following additional funds to supplement our existing remaining budget.

Requested Supplemental Funds

Task D. Permit Applications. We request an Additional **\$4,500** to account for the need to prepare a NYSDOT Highway Work Permit for the intersection of 3rd Street & Wiggins Street. There is \$4,700 remaining in the existing budget, however this remaining money is needed for the preparation of a Stormwater Pollution Prevention Plan and NOI to meet the GP-0-20-001 general permit requirements for a Stormwater Permit for Construction Activity.

Task E. Design Approval Document (DAD) & Design Approval Request Memo (DARM). We request an additional **\$9,000** under this task to account for time it took to re-write the DAD in the NYSDOT's new format and include/remove the ferry ramp aspect of the project.

Task F. Final Contract Documents (PS&E) and Bid Package for State Approval. Since the development of additional design alternatives has impacted the level of completion of the Preliminary Design Plans, we request an additional **\$19,500** for the development of Final Contract Documents.

In summary, we are requesting an additional **\$33,000** to supplement our remaining budget. Thank you in advance for consideration of this request. If you have any questions with regard to this request, please do not hesitate to contact me.

Very truly yours,
L.K. McLean Associates, P.C.

Robert A. Steele, P.E.
Executive Vice President

Approved at January __, 2021 NYAPP Meeting

**REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.**

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Village of Sherburne; City of Sherrill Power & Light; Village of Solvay and Steuben Rural Electric Cooperative, Inc.

DWG&P Billing Number: 1755

Purpose: Represent Members in Public Policy Transmission Projects which included the AC Transmission Projects, the Western NY Transmission Project, and now includes NYPA's Smart Path in the north and the PSC's implementation of the Accelerated Renewable Energy Growth and Community Benefit Act at the bulk transmission level and the local transmission level in Case 20-E-0197. The PSC is developing cost allocation methods for transmission needed to unbundle renewable resources, and how costs are allocated to NYPA customers will be an issue.

Period Covered by Request: January 1, 2022 – February 28, 2023

Work: Monitor and prepare reports on developments in public policy transmission projects. Prepare and file comments, as necessary at the PSC and protests and other pleadings at FERC. Attend technical conferences as required at PSC and settlement and other hearings at FERC.

Cost: Not to exceed \$50,000, including any expenses.

Approved By: _____

For Municipal or Cooperative System: _____

Approved at January __, 2022 NYAPP Meeting

**REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.**

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Village of Sherburne; City of Sherrill Power & Light; Village of Solvay and Steuben Rural Electric Cooperative, Inc.

[DWG&P Billing Number: 1506]

Purpose: Represent the views and interests of participating municipal and cooperative electric systems on the New York Independent System Operator (NYISO) market participant committees.

Period Covered by Request: March 1, 2022 – February 28, 2023

Work: Organize, prepare for and participate in the regularly scheduled meetings of the Management Committee and Business Issues Committee, which are usually held monthly, as well as the public power sector meeting and joint MC/Board of Directors meeting. Monitor agendas of NYISO working groups (e.g., Market Issues Working Group) and subcommittees, and participate on issues of significance to NYAPP members, within the stated budget. It is recognized and agreed that litigation before the Federal Energy Regulatory Commission and other agencies and courts, is not included and would be the subject of additional specific work orders. Prepare motions and presentations as needed before the NYISO. Review documents and other materials to be discussed at the meetings. Consult with other parties and consultants on issues presented at the meetings. Prepare written reports on the meetings as requested.

Cost: Not to exceed \$200,000, including all travel expenses, absent written approval from participating members. Fees are billed to individual systems that approve this work order, whether listed above or not, on a ratio based on the number of customer meters, or by such other method as is acceptable to the group.

Approved By: _____

For Municipal or Cooperative System: _____

Approved at January __, 2021 NYAPP Meeting

**REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.**

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Village of Sherburne; City of Sherrill Power & Light; and Steuben Rural Electric Cooperative, Inc.

DWG&P Billing Number: 1550

Purpose: Representation at meetings and conference calls of the New York Association of Public Power ("NYAPP").

Period Covered by Request: March 1, 2022 - February 28, 2023

Scope of Work: Attend and make presentations at NYAPP member meetings and participate in monthly teleconferences of NYAPP Executive Committee.

Cost: Not to exceed System's pro rate share of \$20,000 in fees for the period, plus expenses, absent written approval from participating systems. Fees are billed to individual systems that approve this work order, whether listed above or not, on a ratio based on the number of customer meters, or by such other method as is acceptable to the group.

Approved By: _____

For Municipal or Cooperative System: _____

Approved at January __, 2022 NYAPP Meeting

REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Village of Sherburne; City of Sherrill Power & Light; Village of Solvay and Steuben Rural Electric Cooperative, Inc.

DWG&P Billing Number: 1574

Purpose: General representation of the New York Association of Public Power ("NYAPP") for special projects. The NYAPP Executive Committee will determine what items are to be included in this Work Order.

Period Covered by Request: March 1, 2022 - February 28, 2023

Scope of Work: Inform and advise NYAPP members on matters of general concern that are not included within individual specific work orders.

Cost: Not to exceed System's pro rata share of \$100,000 for the period, including all travel expenses, absent written approval from participating systems. Fees are billed to individual systems that approve this work order, whether listed above or not, on a ratio based on the number of customer meters, or by such other method as is acceptable to the group.

Approved By: _____

For Municipal or Cooperative System: _____

Approved at January __, 2021 NYAPP Meeting

**REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.**

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Village of Sherburne; City of Sherrill Power & Light; Village of Solvay and Steuben Rural Electric Cooperative, Inc.

DWG&P Billing Number: 1747

Purpose: Continue to assess the scope of the proceedings possible outcomes for Member systems in the New York Public Service Commission's Reforming the Energy Vision (REV) proceeding, Case No. 14-M-0101; the Clean Energy Standard (CES) in Case 15-E-0302 and the Resource Adequacy proceeding in Case 19-E-0530.

Period Covered by Request: January 1, 2022 – February 28, 2023

Work: Organize, prepare for and participate in the work related to the PSC's on-going regulatory effort to fundamentally reform the distribution and retail supply function of utility service in New York (REV). The CES effort advising on how Members can implement the CES requirements to purchase Renewable Energy Credits and Zero Emission Credits. The Resource Adequacy matter includes what changes should be made in the current regulatory, tariff and market design structures to better align utility interests with achieving the State's policies of meeting the renewable energy goals. Review documents and other materials to be discussed at the meetings. Consult with other parties and consultants on issues to be presented at the meetings. Prepare written reports on the meetings as requested.

Cost: Not to exceed \$100,000, including expenses.

Approved By: _____

For Municipal or Cooperative System: _____

THE ROFFE GROUP P. C.

RETAINER AGREEMENT

This will confirm the agreement reached by and between the New York Association of Public Power (“you”) and The Roffe Group of Robinson+Cole. (“the firm”). You have retained the firm and the firm has agreed to represent you and advise you before New York state government on certain legislative and regulatory concerns affecting you. In connection with the above, we will provide legislative advocacy and lobbying services on your behalf with respect to matters of concern to you before the New York State Legislature and Executive Branches.

FEES: You hereby agree to pay the firms as follows:

- a. For the firm’s services in connection with the above, you have agreed to pay the firm the sum of Sixty Thousand Dollars (\$60,000), which shall be a fixed fee for the services to be rendered. You agree that this shall be a fixed fee regardless of the amount of time or effort expended in the performance of the services described herein in recognition that the firm has precluded themselves from taking conflicting work from other potential clients during the term of the Agreement and regardless of whether or not the firm devotes time in excess of said amount if calculated at their usual and customary hourly rates. The fee shall be paid in twelve (12) equal successive monthly installments of Five Thousand Dollars (\$5,000) commencing on or before January 15, 2022.
- b. Periodic statements for fees will be furnished by the firm to you and the firm will file or provide you with all information required to be filed with the New York State Joint Commission on Public Ethics on a timely basis.

EXPENSES INCURRED: You understand that there are certain expenses which will be incurred by the firm in connection with their representation of you for which the firm will be reimbursed by you and against which no credit will be applied for amounts received under the fee arrangement described above. These expenses which will be reimbursed to the firm include, but are not limited to the following: reasonable expenses associated with travel incurred by the firm at your request, costs for messenger delivery service other than normal use of the U.S. Postal Service and on-line computer data base charges. No charge shall be made for travel expenses to or from Albany for regular session days.

LAW OFFICE

111 WASHINGTON AVENUE THIRD FLOOR ALBANY NEW YORK 12210 | PHONE 518.432.7841 | FAX
518.432.4267 www.ROFFEGROUP.COM

THE ROFFE GROUP P. C.

TERM OF AGREEMENT: This agreement shall commence as of January 1, 2022 and shall continue until December 31, 2022, unless sooner terminated by either party upon written notice to the other, which notice shall be effective five (5) days after its receipt. No adjustment of the fee will be afforded for a portion of a calendar month.

PUBLIC DISCLOSURE: You acknowledge that you have been informed by the firm that a copy of this Retainer Agreement will be filed by the firm with the New York State Joint Commission on Public Ethics as evidence of the Retainer Agreement between you and the firm.

TIME OF PAYMENT: Each billing submitted to you by the firm for expenses shall be paid by you promptly after the receipt of such billing by you.

It is understood that this retainer agreement in no way guarantees any specific state action.

Very Truly Yours,

The Roffe Group of Robinson+Cole

By: _____

AGREED AND ACCEPTED:

New York Association of Public Power

By: _____

Date: _____

LAW OFFICE

111 WASHINGTON AVENUE THIRD FLOOR ALBANY NEW YORK 12210 | PHONE 518.432.7841 | FAX
518.432.4267 www.ROFFEGROUP.COM

NYAPP 2022-2023 SCOPE OF WORK

By Susan Stohr, SJS Associates

Proposal: Government Affairs Representation for the New York Association of Public Power Municipal Members (NYAPP).

For NYAPP Members:

Village of Freeport Electric, Green Island Power Authority, Village of Greenport, Jamestown Board of Public Utilities, Town of Massena Electric Department, Village of Rockville Centre, Village of Sherburne, and City of Sherrill Power & Light.

Period Covered by Request: March 1, 2022- February 28, 2023

2022-2023 NYAPP GOVERNMENT AFFAIRS PROGRAM OBJECTIVES:

- Identify opportunities for NYAPP municipal utilities to influence federal policy through enhanced communications, education and collaboration with other stakeholders.
- Maintain and enhance existing relationships with the NY Congressional delegation and staff, and federal agency staff, and the Administration by continuing to provide timely, reliable and credible information on legislation and relevant policy issues, including the impacts and benefits of specific legislation for NYAPP municipal members and communities.
- Monitor relevant Congressional 2022 campaigns for platforms, positions on policies of importance (energy, environment, tax, etc). Provide candidates and campaigns with information on NYAPP member policy priorities and positions as appropriate.
- Develop and maintain relationships with newly elected NY House Members and staff.
- Facilitate the ability of NYAPP municipal members to identify relevant policy issues and effectively communicate with their own Congressional Members and staff to provide benefit and impact information on pending and emerging legislation and policies.
- Identify opportunities, develop and implement strategies to secure external federal funding to support NYAPP municipal utility projects, policies and objectives.
- Monitor House of Representatives and Senate Majority/Minority discussions on policy priorities, proposals and legislation on issues relevant to NYPP utilities and communities.
- Develop and implement outreach strategies to provide timely information on impacts and benefits for NYAPP utilities and communities.

2022-2023 CONGRESSIONAL FOCUS, OUTREACH, STRATEGIES:

- Identify potential federal funds and develop and implement strategies to secure those funds available for NYAPP municipal utilities and communities through the passage of federal legislation including, but not limited to, the "Infrastructure and Jobs Act" and (if passed) the "Build Back Better Act".
- Facilitate discussions, development and implement outreach strategies, as appropriate, with NYS agencies, including NYSEDA regarding potential federal and/or state funds available for NYAPP municipal utility projects and initiatives.
- Develop and implement strategies to positively impact FY2022/ FY 2023 federal and state budget discussions and maximize benefit for the NYAPP municipal utilities and communities.
- Develop and implement strategies to maximize emerging and existing federal policy opportunities for NYAPP members, (particularly as related to climate change, energy markets; tax-exempt financing and tax reform; pole attachments; cyber and grid security; development of renewable generation and energy efficiency initiatives; energy regulation; infrastructure development; local control; budget; clean water initiatives and funding and general energy and environmental issues).
- Develop and implement strategies to communicate NYAPP policy priorities and positions to members of Congress, NYPA and other stakeholders, as relevant and appropriate.
- Develop and implement NYAPP education and communication policy objectives and strategies for the NY Congressional delegation, the Administration, relevant federal agencies.
- Develop and maintain relationships with incoming 2022 federal policy makers including the newly elected members of the NY Congressional delegation and relevant new members of the Administration and federal agencies.
- Maximize opportunities for NYAPP and its members to participate in federal policy forums, (including Congressional hearings) on the development of relevant initiatives that promote NYAPP strategic policy goals.
- Arrangement of and preparation for DC and District Office meetings between the NYAPP utility representatives and the relevant New York State Congressional Legislators/staff to discuss relevant

pending legislation and NYAPP positions, general policy concerns and challenges, and identify opportunities in the current and future legislative sessions.

- As needed, arrange and prepare for meetings between the NYAPP utility representatives and relevant federal agencies, authorities and policy makers to discuss proposed policy objectives, initiatives, etc. that have the potential to impact NYAPP members and their communities.
- Attend relevant national association and coalition meetings and Congressional hearings as required, to monitor pending legislation and policy initiatives, provide information regarding NYAPP positions, impacts, challenges and opportunities.
- Attend American Public Power Association (APPA) 2022 “Legislative Rally” and arrange, prepare for and attend NY Congressional meetings with NYAPP attendees. Attend APPA National Conference.

Routine Monitoring and Communications:

- Analyze pending legislation in Congress; provide analysis and recommendations on position development, communications and strategy in response to legislation that may impact NYAPP members.
- Develop and maintain relationships with NY Congressional Members and staff; and Congressional Committees and staff to facilitate understanding of the challenges and objectives of NYAPP and its members.
- Identify opportunities and provide timely information exchange with the relevant NY Congressional Members; Committees of Congress; and others regarding policy concerns of NYAPP and its members.
- Identify opportunities for NYAPP to advance policy concerns through active participation in APPA and other relevant association and coalition discussions and initiatives.

Legislative Strategies to Promote Specific Projects or Objectives:

- Regular communications with NYAPP representatives, contacts in relevant legislative offices, Committees and relevant national trade associations to monitor potential developments related to policy issues and operational objectives.
- Development and implementation of legislative strategies to secure objectives.

Association Communications, Public Relations, Administrative Support

- Provide NYAPP members with regular updates on federal government affairs initiatives, objectives and strategies.
- Support NYAPP Board and NYAPP Administrative Director as needed with planning and program development and support for the NYAPP business meetings and the annual Conference.
- Support NYAPP Administrative Director as needed with communications outreach (press releases, tweets, etc.) for NYAPP.
- Support NYAPP Administrative Director as needed with continuing development of the NYAPP social media presence and the NYAPP website.

SCHEDULE OF FEES

I propose a twelve-month contract that provides for up to 360 hours of consulting services for the twelve month period of March 1, 2022 through February 28, 2023, at a fee of \$150 per hour for the term of the contract. In addition, to support efforts to meet the work scope tasks and objectives with the decrease of contract hours, I propose an increase in the monthly expense for online subscriptions to relevant and necessary federal/state legislative, regulatory and policy platforms to \$350.00 per month (from the current level of \$239 per month).

VILLAGE OF GREENPORT PROPOSED 2022 SCOPE OF WORK

PRESENTED BY SUSAN STOHR, SJS ASSOCIATES

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

Greenport Municipal Utility Microgrid Project

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

Twin Forks Passenger Ferry Terminal Reconstruction Project

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

Legislative

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

SCHEDULE OF FEES

I propose a continuation of the existing contract through December 31, 2022 that provides for not more than 150 hours of consulting services at a fee of \$135 per hour for the term of the twelve-month contract.

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

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING THE AWARDING OF A CONTRACT FOR PROPOSED SITE PLAN
IMPROVEMENTS AT THE VILLAGE OF GREENPORT WASTEWATER TREATMENT PLANT

WHEREAS the Village of Greenport intends to award a contract for the performance of site plan improvements at the Village of Greenport Wastewater Treatment Plant facility per the opening of the solicited Request for Proposals on January 27, 2022; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Village of Greenport with respect to the awarding of the contract for the performance of site plan improvements at the Village of Greenport Wastewater Treatment Plant facility with regard to SEQRA, and completed a short-form EAF for purposes of SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the consideration and approval of the awarding of the contract for the performance of site plan improvements at the Village of Greenport Wastewater Treatment Plant facility, and it is further

RESOLVED that the Board of Trustees hereby determines that the awarding of the contract for the performance of site plan improvements at the Village of Greenport Wastewater Treatment Plant facility is an Unlisted Action for purposes of SEQRA; it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the awarding of the contract for the performance of site plan improvements at the Village of Greenport Wastewater Treatment Plant facility;

Will not have a significant negative impact on the environment and;

Will not result in a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels, substantial increase in solid waste production, a substantial increase in potential for erosion, flooding, leaching or drainage problems, and;

Will not result in the removal or destruction of large quantities of vegetation or fauna, substantial interference with the movement of any resident or migratory fish or wildlife species, impacts on habitats, or other significant adverse impact on natural resources, impairment of a critical environmental area and;

Will not result in the creation of a material conflict with a community's current plans or goals, and;

Will not result in the creation of a hazard to human health, and;

Will not result in a substantial change in land use, and;

Will not encourage or attract an additional large number of people to a place for more than a few days, and;

Will not result in the creation of a material demand for other actions, and;

Will not result in changes in two or more elements of the environment, each of which is not significant but when reviewed together are significant two or more related actions each of which is not significant but when reviewed together are significant.

RESOLVED that a Negative Declaration is hereby adopted for purposes of SEQRA.

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: March 22, 2022

**NINA J. GREENFIELD STEWART
ATTORNEY & COUNSELOR AT LAW
CONSULTANT
8 SECOND STREET-BOX 463
BELLPORT, NEW YORK 11713**

Phone 631-286-0858
Facsimile 631-776-0609

e-mail: NJGSTEWART@AOL.COM

January 5th 2022

Ms. Asha Gallacher, Program Administrator
Village of Greenport Housing Authority
236 3rd Street
Greenport, New York 11944

Re- Legal Services Agreement for 2022

Dear Asha;

This agreement is retroactive to January 1st 2022, as I have provided my services thus far in 2022, due to Section 8 program mandates, as the program's critical legal demands must be met without interruption. HUD's Covid-19 requirements have been revised several times during the last year and are evolving again based on HUD's management concerns in maintaining the program at a high level. Based on work I have done and issues that arise constantly, given Section 8 program administration, this is to confirm retaining my services in connection with the Section 8 Housing Choice Voucher program on an ongoing basis for the Village of Greenport Housing Authority.

It is understood that my services will be provided on an as needed basis. It is important that the terms of such engagement are clear. Though many attorneys and/or their clients do not require such a written agreement, I have always found that putting all the terms and conditions in a written agreement avoid confusion and add to transparency.

My hourly fee for non-profit work is now \$200.00, after ten years of no increase and I also again waive any retainer. This is usually paid before I start work. I will seek reimbursement for charges incurred in a timely manner. I will send timely accounting of my hours and charges. I will also include information as to what charges I am discounting.

I charge my hourly rate for meeting time, preparation of documents of any kind, review of additional documents and phone time with 3rd parties. I do not charge for

general research and phone time consulting with representatives of your organization as to follow-up on cases. I expect the phone time and travel time to be reasonable and will take into consideration specific details of a case when reviewing the time expended. I do understand there are situations when time is of the essence and I will take that into consideration.

I do not charge for local travel, (within 10 miles from my office), but do charge mileage at the prevailing federal reimbursement rate (IRS), for trips from my office in Bellport.

I charge for out of pocket costs such as federal express, priority or overnight postal cost and filing and/or document fees, when applicable. If a meeting is scheduled and it is canceled without at least 4 hours notice, a one hour fee of \$200:00 will be charged for the meeting time unless cancelation is due to illness or due to a 3rd party and beyond your ability, (as my client), to reschedule in a timely manner.

I promise to use my time wisely and will endeavor to keep you informed as to the status of all my activities frequently. From our discussions I understand the scope of the activities will be to consult on the case at hand and advise you as to courses of action, review all documents related to the case, recommend additional documentation, prepare and submit the documents to you as requested. I will also work with you to advise you on language and federal regulations, if you choose to prepare letters and other documents. If requested, I can represent you at an administrative hearing and prepare follow-up documents. Discussions with HUD and other government entities' representatives would also be included, if requested. This agreement does not include any future litigation, if that should become necessary.

I look forward to working with you and appreciate your confidence in me. I do appreciate that the more we are able to work together cooperatively, then the more effective we can be in moving ahead and minimizing legal and related fees.

If this is acceptable to you, please have a legal representative of your organization sign this and return a copy to me. I will send a fully executed copy in return.

Sincerely,

Nina J. Greenfield Stewart, Esq.

Signed:

Village of Greenport, Housing Authority
Authorized Representative

Date

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2022 Period: 3 Trans Type: B2 - Amend Status: Batch
 Trans No: 4927 Trans Date: 03/07/2022 User Ref: ROBERT
 Requested: A. HUBBARD Approved: Created by: ROBERT 03/07/2022
 Description: TO APPROPRIATE RESERVES TO FUND WASTEWATER TREATMENT PLANT
 EMPLOYEE TRAINING AT BRAE LOCH Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
G.8110.407	EMPLOYEE TRAINING..	1,000.00
G.5990	APPROPRIATED FUND BALANCE	1,000.00
Total Amount:		2,000.00



ACCOUNT # - jnc382

YOUR DOCKWA ORDER

Quote Expires - 03/31/2022

CUSTOMER Mitchell Park Marina

CONTACT

PHONE 631-477-2200

EMAIL

ADDRESS 115 Front Street Greenport NY 11944

YOUR SUBSCRIPTION-

INITIAL SUBSCRIPTION TERM - 12-months

INITIAL SUBSCRIPTION TERM BILLING FREQUENCY - Yearly

SERVICES PROVIDED

Dockwa Optimize Subscription. Processing Fee: 1.99% for the first \$500,000 processed during the Initial Subscription Term. 2.99% after, during the remainder of the Initial Subscription Term. The 1.99% does not renew every year, it only applies to the first \$500,000 processed during the first year of the subscription.

DOCKWA PROCESSING FEE See above

PER CONFIRMED RESERVATION

YOUR RECURRING FEES-

SUBSCRIPTION TERM BILLING FREQUENCY - Yearly

, STARTING ON DATE OF FIRST INVOICE.

DESCRIPTION	TYPE	LIST PRICE	SALES PRICE
Dockwa Optimize - Annual Payments	Recurring	\$8,000/year	8,000
Dockwa Optimize Setup Fee	One-time	\$499	0

TOTAL SALES PRICE (EXCLUDING SALES TAX, WHERE APPLICABLE)-

8,000.00

You will be billed and invoiced for the first 12 months of service on the start date of your subscription.



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Annual subscription renews automatically each year on the anniversary of the subscription start date unless you provide written cancellation notice at least 30 days in advance of the renewal date.

Dockwa subscriptions have a default term of 12 months. If the selected Dockwa subscription requires a recurring subscription fee, the Dockwa subscription will automatically renew, unless at renewal you change your billing settings to month-to-month, we terminate it, or you notify us by email (mayday@dockwa.com) of your decision to terminate your current Dockwa subscription. You must cancel any automatically renewing Dockwa subscription before it renews in order to avoid billing of subscription fees for the renewal term. All fees and charges are nonrefundable and there are no refunds or credits for partially used periods.

SERVICES PROVIDED-

Company will use commercially reasonable efforts to provide Customer the services described in the Dockwa Services Provided section above, and Customer shall pay Company the Fees in accordance with the terms herein

SOFTWARE SERVICES AGREEMENT-

This SaaS Services Agreement ("Agreement") is entered into on this _____ (the Effective Date") between The Wanderlust Group, Inc., with a place of business at 1035 Cambridge St, Ste 19 Cambridge, MA 02141 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

----- Signed for ("Customer")	----- Date
----- Name (Print)	----- Title
----- Address	----- City/State/Zip
----- DocuSigned by: <i>Mathew Minty</i> ----- 03BDE77E3FBF4EB Signed for The Wanderlust Group, Inc.	----- 3/19/2022 ----- Date
----- Mathew Minty	----- Senior Account Executive
----- Name (Print)	----- Title
----- 1035 Cambridge St, Ste 19	----- Cambridge, MA 02141
----- Address	----- City/State/Zip



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TERMS AND CONDITIONS

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

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

1. SAAS SERVICE AND SUPPORT

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

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

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

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

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

2. RESTRICTIONS AND RESPONSIBILITIES

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

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

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

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

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

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c)



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was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

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

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

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

4. PAYMENT OF FEES

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

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

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

4.4. The amount debited from the customer's checking or savings account or charged to the customer's credit card every billing period will be the amount indicated on the Order Form, or, for any renewal term, the price as of the date of such renewal set forth in our pricing page (<https://ahoy.dockwa.com/marina-management/pricing>), plus additional charges billed to your account during the term, less credits or payments posted to your account. Once the enrollment is processed, all payments will be automatically withdrawn from the specified checking or savings account or charged to the designated credit or debit card at the beginning of each subscription term, unless the Customer cancels the subscription in accordance with section 5. Customer understands and agrees that if Customer suspends or terminates its payments (or its payment authorization), and Customer does not cure such payment breach as set forth in Section 5.2, Company may, in accordance with Section 2.5, suspend all Services, including suspending Company's transaction payouts to

Customer's bank account.

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

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

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

4.8 Payments by check must be mailed to:

Dockwa
P.O. Box 179
Freeport, ME 04032

5. TERM AND TERMINATION

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

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

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

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

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES



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WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

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

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

8. LIMITATION OF LIABILITY

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

9. MISCELLANEOUS

9.1. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicenseable by Customer except with Company's prior written consent.

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

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



Dockwa Optimize Tier Feature Offerings & Services Provided:

Dockwa is a unified marina operations & marketing software, connecting boaters to marinas in real time, online & by app. Marina operators use Dockwa to fill slips, delight boaters, and save time in their day.

- Marketplace listing
- Website booking form
- Promotions
- Unlimited requests & inquiries
- Waitlist
- Boater messaging
- Availability viewing
- Reservation charges
- Weekly/daily simple rates
- Installment rates
- Credit card processing
- Cash and check payments
- Assignments
- Dockwalk
- Recurring charges
- Contract charges
- Point of Sale
- Advanced rate configurations
- Auto confirm & Auto throttle
- Opening day management
- Digital contracts with e-signature
- Automated billing/invoicing
- The full suite of reports
- Business insights
- Automated and marina branded emails
- Revenue Allocation overrides
- Advanced Reports
- Premium advertising on Marinas.com
- Unlimited support & training

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING THE WETLANDS PERMIT APPLICATION
OF APPLICANT PAUL BETANCOURT

WHEREAS an application for a wetlands permit approval was filed by applicant Paul Betancourt with the Board of Trustees of the Village of Greenport; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Village of Greenport with respect to the wetlands permit application and the Board of Trustees of the Village of Greenport with regard to SEQRA, and completed a short form EAF for purposes of SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the consideration and approval of the wetlands permit application and it is further

RESOLVED that the Board of Trustees hereby determines that the approval of the wetlands permit application is an Unlisted Action for purposes of SEQRA; it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the approval of the wetlands permit application;

Will not have a significant negative impact on the environment in the action, and;

Will not result in a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels, substantial increase in solid waste production, a substantial increase in potential for erosion, flooding, leaching or drainage problems, and;

Will not result in the removal or destruction of large quantities of vegetation or fauna, substantial interference with the movement of any resident or migratory fish or wildlife species, impacts on habitats, or other significant adverse impact on natural resources, impairment of a critical environmental area and;

Will not result in the creation of a material conflict with a community's current plans or goals, and;

Will not result in the creation of a hazard to human health, and;

Will not result in a substantial change in land use, and;

Will not encourage or attract an additional large number of people to a place for more than a few days, and;

Will not result in the creation of a material demand for other actions, and;

Will not result in changes in two or more elements of the environment, each of which is not significant but when reviewed together are significant two or more related actions each of which is not significant but when reviewed together are significant.

RESOLVED that a conditional Negative Declaration is hereby adopted for purposes of SEQRA, and is subject to the following Conservation Advisory Council recommendations:

- Recognize the dock portion of the property as a marina instead of a private home dock, since Village Code allows only four (4) slips for a home dock. The property is located in the Waterfront Commercial District and must provide adequate off-street parking – recommended requirement of three for the two-family house on the property (as per Village Code) and one for each boat slip, for a total of nine.
- Require a sanitary pump-out station.
- Flow-through decking for the new fixed dock portion should be designed and installed as flow-through to provide sunlight to marine bottom vegetation and surge control for extreme high tides.
- Verify there is a minimum of thirty inches of water under the new floating dock at MLW, as required by the NYSDEC permit.
- Provide plans (if any) for lighting, water and shore power to the new dock section.
- This permit will be valid for two years, per Greenport Village Code.

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: February 28, 2022

Lisa Otis

Office of the Village Clerk
Village Hall
Village of Greenport
236 Third Street
Greenport, NY 11944

January 21, 2022

Dear Village Clerk:

Response To: Request For Proposal (RFP) issued by the Village of Greenport New York
for the Management of McCann Campground for the 2022 Season

In response to the above-referenced RFP, I propose the following scope of work and cost proposal for your consideration.

Opening & Closing Season:

- Clean-up of signage, office and bathrooms.
- Prepare campsites for campers and grounds by weed whacking and grass cutting where village equipment cannot reach.
- Verify that electricity, gas and water are turned on by village staff and working properly. Will notify village of any repairs to water/electricity prior to opening.
- Call to arrange waste management and gas delivery for the start of the season.
- Prepare campground for close of season and work with village to communicate year end procedure.
- Inform village when all trailers are removed from grounds to allow for services to be turned off at the end of the season.

Rents:

- Collect rents and fees when due and deliver to the receipts to the Village offices on a mutually agreed upon schedule.
- Maintain copies of daily records and seasonal camper information and work with village to maintain accurate records for accounting.

Grounds:

- Prepare campsites for opening day following spring leaf clean-up and removal by the Village.
- Prepare grounds for opening day and maintain throughout season to ensure a clean and

welcoming campground. Includes grass cutting and weed whacking where village equipment cannot reach (around campsites & picnic tables, office/ restrooms areas). Remove any refuse left behind, arranging picnic tables and firepits, make sure all planter boxes are planted and maintained for the season.

- Clean and paint bathrooms and signage as needed.
- Maintain entrance into campground for cleanliness and welcoming atmosphere.
- Notify Village staff electricians for repairs needed to maintain utilities and assure they remain working properly throughout the season and prepared to turn off at the end of the season.
- My proposal does not include spring leaf clean-up and removal, tree trimming, removal of downed large branches and stumps.

Bathroom Facilities:

- I will clean and maintain the bathrooms which will include daily checking, cleaning and disinfecting of high touch points and traffic areas to avoid the spread of Covid-19.
- Restock the bathrooms as need with supplies provided by the Village.
- Ensure that each bathroom is prepared and cleaned prior to opening day.
- Notify village of any necessary repairs.
- Keep track of cleaning and paper product supplies needed and refill as needed with Village supplies or will purchase myself and submit receipts for reimbursement.

Point of Contact for Campers:

- As a point of contact for all campers throughout season, I will handle camper inquiries, reservations and concerns. Resolve any conflicts as necessary.
- Off season, I propose to maintain limited phone hours to ensure seamless booking of reservations and organization for upcoming season. This activity will help maintain constant relations with both seasonal and transient campers and minimize mistakes due to overbooking.
- Will work with Village staff to process deposits off season.

Relevant Experience/Capabilities:

After the sudden passing of the prior Campground Manager in January of 2021, I applied and was chosen to be the Campground Manager for the 2021 Season. After having been a seasonal resident of the campground for eight years, I believe that my knowledge of the campground and my fortitude enabled me to provide a smooth transition with regard to reservations and campground operations on short notice. I provided the Village with a fully booked campground and a successful season. In addition, I established relationships with new and existing campers and worked hard to maintain the friendly rustic atmosphere that McCann's Campground is known for. I diligently worked with the Village to secure much needed repairs and improvements that were appreciated by the campers. Physically active, I was able to multitask and maintain order in a faced pace environment. As a camping and outdoor enthusiast, I am knowledgeable and capable enough to help campers with problems that may arise. On the other hand, I know when to alert the Village of issues that may arise that are beyond my capabilities and work with them for a proper solution.

I welcome the opportunity to return as Campground Manager and build on some of the accomplishments and friendships that I was able to achieve during the 2021 season.

Cost Proposal

My cost proposal for a one (1) year contract for the period April 1, 2022 through March 31, 2023 (to include assisting Village with off-season reservations) is:

Labor cost - \$15.00 per hour.

- Includes a minimum of fifteen (15) hours per week. During season, will work on-site five (5) days per week which will include one (1) weekend day.
- April and November - work on-site as necessary.
- December, January, February and March (off-season) - work 5-7 hours per month to assist the Village with reservations and charges.
 - In addition, I am willing to work up to thirty 30 hours per week, if necessary and warranted (holidays, maritime festival, opening week, etc.).

Full cost of trailer space for the full season, April – October. To include November if the campground stays open.

Respectfully Submitted,

Lisa Otis

2021 Service Award Program Firefighter Records
Village of Greenport Service Award Program

Service 2021

Last Name	First Name	MI	Date of Birth	Gender	Credit	Points	Mailing Address	City, State & Zip	Status
1	Aguilera	Hermogenes	[REDACTED]	[REDACTED]	1	82	[REDACTED]	Greenport, NY 11944 Greenport, NY 11958	Active
2	Breese II	Harry	[REDACTED]	R.	28	85	[REDACTED]	Greenport, NY 11944	Active
3	Britt	Harley	[REDACTED]	[REDACTED]	1	29	[REDACTED]	Greenport, NY 11944	Active
4	Bumble	Samantha	[REDACTED]	C.	7	43	[REDACTED]	Greenport, NY 11944	Active
5	Bumble III	Charles	[REDACTED]	[REDACTED]	6	45	[REDACTED]	East Maken, NY 11939 Greenport, NY 11944	Active
6	Carey	Patrick	[REDACTED]	J.	31	50	[REDACTED]	Greenport, NY 11944	Active
7	Carrig	Melinda	[REDACTED]	[REDACTED]	1	28	[REDACTED]	Southold, NY 11971	Active
8	Clark	James	[REDACTED]	B.	13	86	[REDACTED]	Greenport, NY 11944	Active
9	Corazzini	Jeffrey	[REDACTED]	L.	10	29	[REDACTED]	Greenport, NY 11944	Active
10	Corwin	Norma	[REDACTED]	J.	18	144	[REDACTED]	Greenport, NY 11944	Active
11	Corwin	Robert	[REDACTED]	J.	0	131	[REDACTED]	Greenport, NY 11944	Active
12	Corwin	Robert	[REDACTED]	E.	20	155	[REDACTED]	Greenport, NY 11944	Active
13	Corwin	Scott	[REDACTED]	[REDACTED]	30	73	[REDACTED]	Greenport, NY 11944	Active
14	Creedon	Daniel	[REDACTED]	B.	18	124	[REDACTED]	Greenport, NY 11944	Active
15	DeKerillis	Alain	[REDACTED]	V.	28	167	[REDACTED]	Greenport, NY 11944	Active
16	Detrick	Gary	[REDACTED]	[REDACTED]	12	37	[REDACTED]	Southold, NY 11971	Active
17	Diaz	Juan	[REDACTED]	[REDACTED]	0	87	[REDACTED]	East Marion, NY 11939	Active
18	Ellis	Scott	[REDACTED]	[REDACTED]	1	33	[REDACTED]	Southold, NY 11971	Active
19	Ferguson	Peter	[REDACTED]	[REDACTED]	1	72	[REDACTED]	Greenport, NY 11944	Active

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2021 Service Award Program Firefighter Records

Village of Greenport Service Award Program

Service 2021

Last Name	First Name	MI	Date of Birth	Gender	Credit	Points	Mailing Address	City, State & Zip	Status
20 Ferrari	Dakoda	H.	[REDACTED]	H.	1	28	[REDACTED]	Greenport, NY 11944	Active
21 Ficurilli	Michael		[REDACTED]		17	80	[REDACTED]	Greenport, NY 11944	Active
22 Flora	Michael		[REDACTED]		4	29	[REDACTED]	Greenport, NY 11944	Active
23 Garcia-Dinizio	Gloria	C.	[REDACTED]	C.	0	28	[REDACTED]	Greenport, NY 11944	Active
24 Golden	Danielle	R.	[REDACTED]	R.	11	28	[REDACTED]	Greenport, NY 11944	Active
25 Grattan	Timothy		[REDACTED]		2	39	[REDACTED]	Greenport, NY 11944	Active
26 Gray	Sally	A.	[REDACTED]	A.	2	117	[REDACTED]	Southold, NY 11971	Active
27 Grilli	Jared		[REDACTED]		1	28	[REDACTED]	Greenport, NY 11944	Active
28 Grilli	Jennifer	A.	[REDACTED]	A.	11	50	[REDACTED]	Greenport, NY 11944	Active
29 Grilli	John	D.	[REDACTED]	D.	18	65	[REDACTED]	Greenport, NY 11944	Active
30 Hanold	Christopher		[REDACTED]		1	29	[REDACTED]	Southold, NY 11971	Active
31 Hanold	Christopher	T.	[REDACTED]	T.	8	96	[REDACTED]	Southold, NY 11971	Active
32 Harris	Clifford	J.	[REDACTED]	J.	25	53	[REDACTED]	Greenport, NY 11944	Active
33 Harvey	Russell	W.	[REDACTED]	W.	1	67	[REDACTED]	Greenport, NY 11944	Active
34 Hollid	Scott	E.	[REDACTED]	E.	9	96	[REDACTED]	Greenport, NY 11944	Active
35 Hubbard Jr.	George	W.	[REDACTED]	W.	32	80	[REDACTED]	Greenport, NY 11944	Active
36 Hughes	Colleen	L.	[REDACTED]	L.	15	127	[REDACTED]	Greenport, NY 11944	Active
37 Hydell	Carol	A.	[REDACTED]	A.	10	99	[REDACTED]	Peconic, NY 11958	Active
38 Jensen	Warren		[REDACTED]		32	94	[REDACTED]	Greenport, NY 11944	Active

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2021 Service Award Program Firefighter Records
Village of Greenport Service Award Program

Last Name	First Name	MI	Date of Birth	Gender	Credit	Points	Service 2021	Mailing Address	City, State & Zip	Status
39 Jimenez	Susano				31	41			Greenport, NY 11944	Active
40 Jobes	Craig	D.		D.	1	123			Greenport, NY 11944	Active
41 Johnson	Craig	M.		M.	9	116			Greenport, NY 11944	Active
42 LaDu	Claudia				0	28			Greenport, NY 11944	Active
43 Manwaring	Wayde	T.		T.	32	159			Greenport, NY 11944	Active
44 Martocchia	Jerome	A.		A.	11	67			Greenport, NY 11944	Active
45 Melly	Megan	S.		S.	3	28			Greenport, NY 11944	Active
46 Miller	Wayne	D.		D.	19	101			Greenport, NY 11944	Active
47 Milovich Jr.	Joseph	P.		P.	23	88			Greenport, NY 11944	Active
48 Morris	Greg				1	31			Greenport, NY 11944	Active
49 Myslborski	Linda	M.		M.	8	61			East Marion, NY 11939	Active ^{left}
50 Narkiewicz	Piotr				0	105			Greenport, NY 11944	Active
51 Nyce	David				5	139			Greenport, NY 11944	Active
52 O'Brien	Michael	G.		G.	1	92			Greenport, NY 11944	Active
53 Piel	Jeffrey	S.		S.	1	39			Greenport, NY 11944	Active
54 Pirillo	James	A.		A.	32	90			Greenport, NY 11944	Active
55 Pope	George	H.		H.	13	71			Greenport, NY 11944	Active
56 Purcell	Ryan				10	72			Greenport, NY 11944	Active
57 Quillin	Michael	T.		T.	29	105			Greenport, NY 11944	Active

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2021 Service Award Program Firefighter Records
Village of Greenport Service Award Program

Last Name	First Name	MI	Date of Birth	Gender	Service 2021 Credit	Points	Mailing Address	City, State & Zip	Status									
										K.	A.	13	19	2	3	4	1	0
58	Raynor	Dale	K.	[REDACTED]	K.	7	90	[REDACTED]	Greenport, NY 11944	Active								
59	Reed	Taylor	[REDACTED]	[REDACTED]	[REDACTED]	1	132	[REDACTED]	Greenport, NY 11944	Active								
60	Rosa	Lisa	A	[REDACTED]	A	13	84	[REDACTED]	Peconic, NY 11958	Active								
61	Ruffner	William	A.	[REDACTED]	A.	19	31	[REDACTED]	Greenport, NY 11944	Active								
62	Rung	Rosalie	[REDACTED]	[REDACTED]	[REDACTED]	2	73	[REDACTED]	Greenport, NY 11944	Active								
63	Rutkowski	Stephen	[REDACTED]	[REDACTED]	[REDACTED]	3	142	[REDACTED]	Greenport, NY 11944	Active								
64	Spinozzi	Matthew	[REDACTED]	[REDACTED]	[REDACTED]	4	28	[REDACTED]	Southold, NY 11971	Active								
65	Strickland	Samuel	G.	[REDACTED]	G.	1	150	[REDACTED]	Greenport, NY 11944	Active								
66	Swetland	Jessica	A.	[REDACTED]	A.	0	31	[REDACTED]	Greenport, NY 11944	Active								
67	Tejada	Yira	[REDACTED]	[REDACTED]	[REDACTED]	1	50	[REDACTED]	Greenport, NY 11944	Active								
68	Thorp	Thomas	F.	[REDACTED]	F.	10	64	[REDACTED]	Greenport, NY 11944	Active								
69	VanEffen	George	W.	[REDACTED]	W.	30	87	[REDACTED]	Greenport, NY 11944	Active								
70	Verity	Michael	J.	[REDACTED]	J.	16	29	[REDACTED]	Greenport, NY 11944	Active								
71	Verley	Joseph	[REDACTED]	[REDACTED]	[REDACTED]	1	38	[REDACTED]	Greenport, NY 11944	Active								
72	Vollinski	Darryl	F.	[REDACTED]	F.	32	59	[REDACTED]	Greenport, NY 11944	Active								
73	Vollinski III	Antone	F.	[REDACTED]	F.	32	120	[REDACTED]	Greenport, NY 11944	Active								
74	Weingart	Jeffrey	L.	[REDACTED]	L.	19	0	[REDACTED]	Greenport, NY 11944	Active								
75	Zamayar	Elias	[REDACTED]	[REDACTED]	[REDACTED]	2	104	[REDACTED]	Greenport, NY 11944	Active								
76	Zurek	Gregory	R.	[REDACTED]	R.	31	85	[REDACTED]	Greenport, NY 11944	Active								

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2021 Service Award Program Firefighter Records

Village of Greenport Service Award Program

Last Name	First Name	MI	Date of Birth	Gender	Credit	Points	Service 2021	Mailing Address	City, State & Zip	Status
77 Zurek	Stanley	J.	[REDACTED]	J.	32	83		[REDACTED]	Greenport, NY 11944	Active
78 Andrews	Allan	G.	[REDACTED]	G.	22	0		[REDACTED]	Summerville, SC 29483-7548	Entitled 4/2013
79 Barszczewski	Joseph	F.	[REDACTED]	F.	32	68		[REDACTED]	Greenport, NY 11944	Entitled 1/2003
80 Birmingham	Kenneth	J.	[REDACTED]	J.	7	41		[REDACTED]	Mattituck, NY 11952	Entitled 11/2017
81 Bumble	Lawrence		[REDACTED]		18	0		[REDACTED]	Greenport, NY 11944	Entitled 10/2016
82 Butler	Michael	J.	[REDACTED]	J.	3	77		[REDACTED]	Greenport, NY 11944	Entitled 10/2015
83 Capon	George	F.	[REDACTED]	F.	32	120		[REDACTED]	Greenport, NY 11944	Entitled 6/1996
84 Clark	Jeffrey	P.	[REDACTED]	P.	32	93		[REDACTED]	Greenport, NY 11944	Entitled 11/2018
85 Clark III	Henry	A.	[REDACTED]	A.	6	31		[REDACTED]	Greenport, NY 11944	Entitled 8/2012
86 Corwin	Everett	E.	[REDACTED]	E.	14	113		[REDACTED]	Greenport, NY 11944	Entitled 4/2012
87 Corwin	Raymond	P.	[REDACTED]	P.	31	0		[REDACTED]	Placida, FL 33946	Entitled 3/2016
88 Costas	Thomas		[REDACTED]		8	65		[REDACTED]	Greenport, NY 11944	Entitled 1/2014
89 Coulter Jr.	William	T.	[REDACTED]	T.	6	0		[REDACTED]	Delray Beach, FL 33483	Entitled 1/1995
90 DeFrancesco	James		[REDACTED]		1	113		[REDACTED]	Greenport, NY 11944	Entitled 1/2021
91 Dinizio	Anthony	P.	[REDACTED]	P.	10	34		[REDACTED]	Greenport, NY 11944	Entitled 1/1995
92 Hamilton Jr.	Robert		[REDACTED]		32	89		[REDACTED]	Greenport, NY 11944	Entitled 12/2012
93 Harris	Peter	W.	[REDACTED]	W.	32	108		[REDACTED]	Greenport, NY 11944	Entitled 4/2018
94 Heaney	Bernard	A.	[REDACTED]	A.	6	0		[REDACTED]	Pine Plains, NY 12567	Entitled 1/1995
95 Hulse	Richard	A.	[REDACTED]	A.	12	0		[REDACTED]	Fort Lawn, SC 29714-8825	Entitled 8/2007

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2021 Service Award Program Firefighter Records

Village of Greenport Service Award Program

Service 2021

Last Name	First Name	MI	Date of Birth	Gender	Credit	Points	Mailing Address	City, State & Zip	Status
96 Huzsek	Andrew	H.	[REDACTED]	H.	32	79	[REDACTED]	Greenport, NY 11944	Entitled 3/2017
97 Hydell Sr.	Charles	F.	[REDACTED]	F.	11	90	[REDACTED]	Peconic, NY 11958	Entitled 9/2014
98 Jensen	Richard	W.	[REDACTED]	W.	10	0	[REDACTED]	East Marion, NY 11939	Entitled 9/2019
99 Jester	Robert	W.	[REDACTED]	W.	31	80	[REDACTED]	Greenport, NY 11944	Entitled 9/2012
100 Kalin	James	H.	[REDACTED]	H.	19	153	[REDACTED]	Greenport, NY 11944	Entitled 5/2016
101 Kumjian	Claude	L.	[REDACTED]	L.	18	28	[REDACTED]	Greenport, NY 11944	Entitled 5/2016
102 Lehmann	Robert	H.	[REDACTED]	H.	20	0	[REDACTED]	Greenport, NY 11944	Entitled 5/2016
103 Luke	Alexander	O.	[REDACTED]	O.	31	96	[REDACTED]	Greenport, NY 11944	Entitled 11/2016
104 Maloney	Michael	[REDACTED]	[REDACTED]	[REDACTED]	1	0	[REDACTED]	Greenport, NY 11944	Entitled 12/2009
105 Manwaring	Julia	[REDACTED]	[REDACTED]	[REDACTED]	11	129	[REDACTED]	Greenport, NY 11944	Entitled 12/2021
106 Marczewski	Macy	W.	[REDACTED]	W.	29	99	[REDACTED]	Greenport, NY 11944	Entitled 10/2021
107 Musto	Francis	G.	[REDACTED]	G.	9	137	[REDACTED]	Greenport, NY 11944	Entitled 11/2013
108 Mysiborski	Henry	A.	[REDACTED]	A.	14	30	[REDACTED]	Greenport, NY 11944	Entitled 1/2013
109 Purcell	Bernard	G.	[REDACTED]	G.	32	121	[REDACTED]	Greenport, NY 11944	Entitled 5/2002
110 Rand	Charles	E.	[REDACTED]	E.	16	0	[REDACTED]	Greenport, NY 11944	Entitled 11/2021
111 Reiss	Helen	L.	[REDACTED]	L.	7	126	[REDACTED]	Greenport, NY 11944	Deceased 2021
112 Rempe Jr.	Frederick	J.	[REDACTED]	J.	14	90	[REDACTED]	Greenport, NY 11944	Entitled 1/2015
113 Richter	Michael	J.	[REDACTED]	J.	32	112	[REDACTED]	Greenport, NY 11944	Entitled 2/2017
114 Sieban	Edward	T.	[REDACTED]	T.	25	0	[REDACTED]	Greenport, NY 11944	Entitled 5/2019
								Greenport, NY 11944	Deceased 2021

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2021 Service Award Program Firefighter Records
Village of Greenport Service Award Program

Last Name	First Name	MI	Date of Birth	Gender	Service 2021		Mailing Address	City, State & Zip	Status
					Credit	Points			
115 Skrezec	John	C.	[REDACTED]	C.	32	37	[REDACTED]	Greenport, NY 11944	Entitled 2/2004
116 Staples	Halsey	A.	[REDACTED]	A.	32	100	[REDACTED]	Greenport, NY 11944	Entitled 8/2008
117 Tamin	John	E.	[REDACTED]	E.	32	105	[REDACTED]	Greenport, NY 11944	Entitled 2/2004
118 Walker Jr.	David	E.	[REDACTED]	E.	10	29	[REDACTED]	Greenport, NY 11944	Entitled 12/2012
119 Watkins Sr.	Thomas	R.	[REDACTED]	R.	24	0	[REDACTED]	Norfolk, VA 23502	Entitled 5/2016
120 Wright	Richard	E.	[REDACTED]	E.	18	0	[REDACTED]	Greenport, NY 11944	Entitled 2/2019
121 Berry	James	R.	[REDACTED]	R.	26	0	[REDACTED]	Lake Havasu City, AZ 86406	Term. Vested 2016
122 Biggs	Jeffrey	S.	[REDACTED]	S.	6	0	[REDACTED]	Rockville, MD 20852	Term. Vested 2006
123 Blasko	Gary	C.	[REDACTED]	C.	19	0	[REDACTED]	Queensbury, NY 12804	Term. Vested 2008
124 Boyle	Robert	B.	[REDACTED]	B.	14	0	[REDACTED]	Queensbury, NY 12804	Term. Vested 2005
125 Capuano	Jeffery	[REDACTED]	[REDACTED]	[REDACTED]	10	0	[REDACTED]	Cookeville, TN 38501	Term. Vested 2009
126 Claudio	Anthony	M.	[REDACTED]	M.	7	0	[REDACTED]	Mattituck, NY 11952	Term. Vested 2006
127 Dimos	Paul	N.	[REDACTED]	N.	9	0	[REDACTED]	East Marion, NY 11939	Term. Vested 2017
128 Doucett Jr.	Robert	W.	[REDACTED]	W.	6	0	[REDACTED]	East Marion, NY 11939	Term. Vested 2002
129 Ferguson	Scott	A.	[REDACTED]	A.	5	0	[REDACTED]	Auburn, ME 04210	Term. Vested 2005
130 Ficurilli	Andrew	J.	[REDACTED]	J.	9	0	[REDACTED]	Southold, NY 11971	Term. Vested 2001
131 Hays Jr.	Spencer	B.	[REDACTED]	B.	9	0	[REDACTED]	Millbrook, NY 12545	Term. Vested 2020
132 Jenkins	Karolyn	A.	[REDACTED]	A.	9	0	[REDACTED]	Huntingdon, PA 16652	Term. Vested 2020
133 Jenkins Jr.	Thomas	W.	[REDACTED]	W.	5	0	[REDACTED]	Huntingdon, PA 16652	Term. Vested 2015

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2021 Service Award Program Firefighter Records

Village of Greenport Service Award Program

Service 2021

Last Name	First Name	MI	Date of Birth	Gender	Credit	Points	Mailing Address	City, State & Zip	Status
134 Klotz	Raymond	W.	[REDACTED]	W.	5	0	[REDACTED]	Miller Place, NY 11764	Term. Vested 1995
135 Klotzer Jr.	Kurt	F.	[REDACTED]	F.	10	0	[REDACTED]	Greenport, NY 11944	Term. Vested 2019
136 Manfredi	Christopher	W.	[REDACTED]	W.	9	0	[REDACTED]	Southold, NY 11971	Term. Vested 2002
137 Mazzei	Aileen	C.	[REDACTED]	C.	6	0	[REDACTED]	Palm Coast, FL 32164	Term. Vested 2020
138 McNeill	William	F.	[REDACTED]	F.	8	0	[REDACTED]	Greenport, NY 11944	Term. Vested 2019
139 Parker	Jason	M.	[REDACTED]	M.	7	0	[REDACTED]	Greenport, NY 11944	Term. Vested 2018
140 Rhodes	Larry	R.	[REDACTED]	R.	9	0	[REDACTED]	Lake Ronkonkoma, NY 11779 Seaside Beach, NY 11789	Term. Vested 2008
141 Rische	Gregory	A.	[REDACTED]	A.	9	0	[REDACTED]	Greenport, NY 11944	Term. Vested 2007
142 Santacroce	Joseph	A.	[REDACTED]	A.	17	0	[REDACTED]	Yaphank, NY 11980	Term. Vested 2012
143 Sledjeski	Patricia	A.	[REDACTED]	A.	5	0	[REDACTED]	Greenport, NY 11944	Term. Vested 2010
144 Staples	Brian		[REDACTED]		6	0	[REDACTED]		Term. Vested 2008
145 Stoner	Gary	J.	[REDACTED]	J.	8	4	[REDACTED]	Greenport, NY 11944	Term. Vested 2020 ACTIVE
146 Tonyes	Donald	H.	[REDACTED]	H.	7	0	[REDACTED]	Greenport, NY 11944	Term. Vested 1995
147 Urban	Brian	C.	[REDACTED]	C.	6	0	[REDACTED]	Islip, NY 11751	Term. Vested 2001
148 Urban	Kevin	L.	[REDACTED]	L.	8	0	[REDACTED]	Kissimmee, FL 34746	Term. Vested 2005
149 Wright	William	W.	[REDACTED]	W.	9	0	[REDACTED]	Orient, NY 11957	Term. Vested 2020

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2021 Service Award Program Firefighter Records
 Village of Greenport Service Award Program

Last Name	First Name	MI	date of birth	gender	past credit points	2021 points	mailing address	city, state, Zip	company
Arnold	Jordan		[REDACTED]	M	0	60	[REDACTED]	Greenport, NY 11944	Standard Hose Co. #4
Barszczewski, III	Joseph		[REDACTED]	M	0	28	[REDACTED]	Greenport, NY 11944	Eagle Hose Co. #1
Betz	James		[REDACTED]	M	0	12	[REDACTED]	Greenport, NY 11944	Standard Hose Co. #4
Brennan	Patrick		[REDACTED]	M	0	6	[REDACTED]	Greenport, NY 11944	Star Hose Co. #3
Buchanan	Shawn		[REDACTED]	M	0	80	[REDACTED]	Greenport, NY 11944	Standard Hose Co. #4
Creighton	Ryan		[REDACTED]	M	0	36	[REDACTED]	Greenport, NY 11944	Relief Hose Co. #2
Diaz	Nicolas		[REDACTED]	M	0	4	[REDACTED]	Southold, NY 11971	Standard Hose Co. #4
Edwards	Alson		[REDACTED]	M	0	6	[REDACTED]	Greenport, NY 11944	Phenix H & L Co. #1
Fogarty	Jonathan		[REDACTED]	M	0	46	[REDACTED]	Greenport, NY 11944	Standard Hose Co. #4
Gray	Enya		[REDACTED]	F	0	6	[REDACTED]	Southold, NY 11971	Rescue Squad
King	Kendra		[REDACTED]	F	0	2	[REDACTED]	Greenport, NY 11944	Star Hose Co. #3
Mantzopoulos	John		[REDACTED]	M	0	39	[REDACTED]	Greenport, NY 11944	Star Hose Co. #3
Petrigliano	Victor		[REDACTED]	M	0	2	[REDACTED]	Greenport, NY 11944	Rescue Squad
Robins	William		[REDACTED]	M	0	104	[REDACTED]	East Marion, NY 11939	Standard Hose Co. #4
Stoner	Kelly		[REDACTED]	F	0	1	[REDACTED]	Greenport, NY 11944	Rescue Squad
Trapani	Heather		[REDACTED]	F	0	74	[REDACTED]	Greenport, NY 11944	Phenix H & L Co. #1