

236 Third Street Greenport NY 11944

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

MAYOR

GEORGE W. HUBBARD, JR. EXT. 215

TRUSTEES

JACK MARTILOTTA DEPUTY MAYOR

PETER CLARKE

MARY BESS PHILLIPS

JULIA ROBINS

VILLAGE ADMINISTRATOR

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

CLERK

SYLVIA PIRILLO, RMC EXT. 206

> TREASURER ROBERT BRANDT EXT. 217

July 22, 2021 at 7:00 PM Mayor and Board of Trustees - Work Session Meeting Third Street Firehouse Greenport, NY 11944

PLEDGE OF ALLEGIANCE

MONTHLY REPORTS FOR THE FOLLOWING:

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

BOARD DISCUSSIONS

 A proposed amendment to Village of Greenport Code Section 132-50 regarding loading zones, modifying (adding, removing and modifying) loading zones in the Village of Greenport.

MAYOR AND VILLAGE BOARD OF TRUSTEES
PUBLIC TO ADDRESS THE BOARD



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SYLVIA PIRILLO, RMC EXT. 205

TREASURER

ROBERT BRANDT EXT. 217 Submitted:

July 13, 2021

Meeting:

July 22, 2021 7:00 PM

Work Session Meeting

To:

Mayor George W. Hubbard, Jr.

Board of Trustees

Prepared By:

Debbie Boyle, Assistant

From:

Debbie Boyle, Assistant

Department: V

Village Clerk Department

Fire Department July 2021 Work Session Report

Attachments:

Fire Department July 2021 Work Session Report

(PDF)

CHIEF WAYDE MANWARING

1ST ASST CHIEF JAMES KALIN

2ND ASST CHIEF ALAIN DEKERILLIS

CHAPLAIN FRANK MUSTO

CHAPLAIN CLAUDE KUMJIAN

SECRETARY/TREASURER JAMES KALIN



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

Meeting of the Board of Wardens

TUESDAY June 16, 2021

OPENING

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

ATTENDANCE

Chief Wayde Manwaring

1st Ass't Chief James Kalin

2nd Ass't Chief Alain de Kerillis

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

Warden Antone Volinski, III of Relief Hose Co. #2

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

Wardens Scott Hollid and Wayne Miller of Standard Hose Co. #4

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

Mary Bess Phillips VOG/GFD Liaison

Excused: Norma Corwin of Relief Hose Co. #2.

<u>THOSE WISHING TO ADDRESS THE BOARD</u> – Lt. Carol Hydell introduced Joseph Barszczewski III, newest member of Eagle Hose Company.

READING OF THE PREVIOUS MINUTES

Motion made by Wayne Miller, seconded by Joseph Milovich, to approve the minutes of the May 19, 2021 meeting of the Board of Wardens as printed and distributed. Motion Carried.

FINANCE COMMITTEE

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

COMPANY OFFICERS' MEETING MINUTES- No Report.

TREASURER'S REPORT

The Treasurer's report for the period of May 20, 2021 through June 16, 2021 was read by Secretary/Treasurer James Kalin. Motion made by J.Grilli, seconded by W. Jensen, to accept the treasurer's report as read. Motion carried. (report attached)

BILLS- None

COMMUNICATIONS

- 1. \$200 check from Special Effects-Debbie Barszczewski in memory of Tony Corazzini .
- Fire Fighter Cancer Support Network having an Annual Golf Classic, August 23 2021.
- 3. Ridge Fire Department, Golf Outing, July 26 2021.

4. Letter from Islip Town Fire Fighter's Museum clarifying what happened with the Fire?EMS Expo at Hofstra University, also thanking for support. They are looking for financial help this year. Show to be sponsored next year.

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

APPLICATIONS FOR MEMBERSHIP-

 Joseph Barszczewski III to Eagle Hose Co. #1. All paperwork is good. Motion by 1st Asst Chief James Kalin, seconded by Wayne Miller to accept the application for membership. Motion Carried.

REPORTS OF COMMITTEES

Buildings and Grounds

1. John Grilli said that he got pricing for the tile, he doesn't think it is going to work unless GFD want to modify all 5 doors. There isn't enough clearance between the floor and the doors. The tile itself was \$3,780 and the grout was \$450. That was from Southold Flooring. Wayne Miller asked if we could use the existing door frames and get new doors. John Grilli mentioned having someone come look at it and seeing if North Fork Welding can cut the doors down. Everyone agreed that was a good idea. W. Jensen asked if the estimate is just for the kitchen. J. Grilli said it would include the hallway and bathrooms. He said the radiators would have to be pulled out by a plumber. He also said that over by the dishwasher they can cut a hole in the floor to see exactly what they have. J. Grilli will get a quote from North Fork Welding. A. Volinksi III said he is meeting with Pat Ryan Friday to go over everything. He got the PO. He brought up the BBQ and said that the kitchen won't be done by then and didn't know if we should put off the work until after the BBQ. W. Jensen said if you wait that long it gets in the way of company meetings. He then asked if there is an alternative for cooking. 2nd Asst Chief Alain de Kerillis and Scott Hollid said that they will be able to figure something out and make it work.

Bylaws- No Report.

Finance- New Chief's vehicle was brought up and Chief Wayde Manwaring said the three Chief's went over the bid specs and the one guy's bid does come out to \$49,500. They are recommending the Board of Warden's accept that Bid. Motion by Wayne Miller, seconded by A. Volinski III, to accept the bid and send it to the Village. Motion Carried.

Fire District - No Report.

Pre-Incident Planning- No Report.

Service Awards- No Report.

Recruitment- June 26th is the Fire Fighter's maze at Mitchell's park from 10AM – 1pm.

Casualty Fund- No Report.

Funeral- No Report.

<u>Communications</u>- Dennis from Relay Communications has been checking the high bands, checked the repeater- it is not putting out the right wattage. He gave a loaner for now, but he will send an invoice for the repeater etc. W. Jensen asked if that means that we might not need to do antenna work. 1st Asst. Chief said yes, we may not need to.

<u>Trips & Travel</u>- Cliff Harris and other members are going to a two night show in Syracuse, NY. Two rooms for two nights is \$596. The entrance fee for 3 people is \$45.

COMPANY REQUESTS

<u>Eagle Hose Co. #1</u>- Request to do 50/50 booth at the Maritime Festival at 1st and Front streets.

Relief Hose Co. #2- As per Finance Report, they also asked if at the June 23rd demo for nozzles if there would be POs there. Chief Wayde Manwaring said that there won't be, but they can pick out what they want and go from there.

Star Hose Co. #3- Hotstick, repair of seatbelt sensor, packs for high rise

Standard Hose Co. #4- Budget items, as per the finance report, \$ for cable bill, and request for 2 probles to come off of probation. Motion made by A. Volinski III, seconded by Scott Hollid, to have the two members come off of probation. Motion Carried.

<u>Phenix Hook & Ladder Co. #1</u>- Budget items, new truck, request for executive session.

Rescue Squad- As per Finance report.

Fire Police- Budget items

<u>Water Rescue</u>- 2nd Asst. Chief DeKerillis said that the boat is done and going to be picked up on Friday. After that it will be brought to Albertson's and hopefully will be in the water by mid July. He also mentioned that the truck was picked up for repairs.

<u>UNFINISHED BUSINESS</u> – No Report.

REPORTS OF DELEGATES- No Report.

NEW BUSINESS- No Report.

GOOD OF THE DEPARTMENT

- 2nd Asst Chief Alain DeKerillis said that him and another member want to go to the July 26th Golf Outing.
- 2. 2nd Asst Chief Alain DeKerillis also mentioned that there are a lot of chairs in the back buildings. He would like to get rid of them. Wayne Miller mentioned opening it up to the membership for free taking. Wayde Manwaring asked if the schoolhouse might need any. Mary Bess Phillips said that she will ask and find out. Motion made by Warren Jensen, seconded by Antoine Volinksi III, to surplus/discard the chairs. Motion Carried.
- 3. 2nd Asst Chief Alain de Kerillis mentioned that June 11th he attended the scholarship awards for Greenport High School. Michael Quillin Jr.

received an award and so did Bobby Corwin Jr. He said it came to light that evening that a member was overlooked-Russel Harvey's son who is also graduating. With that being said he would like to ask the Rescue Squad to give a scholarship to his son. Wayne Miller said that he thought the Rescue Squad money was for the Rescue Squad only. W. Jensen asked if he applied for any scholarships. 2nd Asst. Chief DeKerillis said he doesn't believe he did. W. Jensen said to hand it over to the scholarship committee.

- 4. Robert Jester asked if when the boat gets in the water if it has firefighting capabilities? W. Jensen said it does not. R. Jester mentioned that in the back building there used to be a floating pump. Wayde Manwaring said that no one knows where it went.
- 5. Warren Jensen brought up what Charlie Hydell was talking about- using empty shelves for antiques/memorabilia that were collected. They felt after discussion at the meeting that they should bring it up to the companies and divide up the areas if the other companies wanted to do the same thing. Motion made by Asst. Chief Kalin, seconded by Warren Jensen, to let Eagle Hose use one shelf to display their antique/memorabilia items. Motion Carried.
- 6. Warren Jensen asked about the use of Peconic Landing for physical fitness: the gym and the pool. Several company members have been asking if we can inquire about using the facilities again and if we can't, we need to figure out what we are going to do to abide by the guidelines. Chief Kalin said that they are slowly opening up Peconic Landing, but they are still not ready to mix the residents with strangers yet. In the future, it is going to happen, but there is no date yet.
- 7. Cliff Harris mentioned that he went to a seminar on turnout gear cleaning and inspection protocols. There was a lot of good information. He has gear cleaning protocol info in front of him. Part of it is record keeping- in service dates and out of service dates. He said that they found out the gear needs to be 10 years old or less. The only way you can get away with it is if you are not near the fire like a pump operator down the street. W. Jensen said that we need to look at the budget and plan for 9 1/2 year intervals for replacements. It needs to be shared with the Village so that they are aware it is going to be a significant budget increase that we need to prepare for. C. Harris said that it is our responsibility to have the gear checked once a year. There needs to be a system with the inspection

process, everything needs to be documented. There is a program that allows you to do all inspections in real time, digitally. Orient uses this program. The program is called PS Trax. They will be at the Fire show in Syracuse so C. Harris will talk to them about pricing. C. Harris also mentioned that we can get a tablet or an Ipad for the program. Hydrostating bottles came up. Wayne Miller said that he was under the impression that when a bottle needed to be hydrostated an email was sent to the administrators. Maybe it is going to an old email. 2nd Asst. Chief DeKerillis will call Coastal.

- 8. C. Harris mentioned that while at Hofstra there was a battery operated K12 circular saw. He said that we have trouble every time we go to Yaphank. He found one for \$2,253 with two extra batteries. It is a Milwaukee. The guy that was at Hofstra said that he is willing to come out and do a demo for all Milwaukee products. C. Harris said that he can get that set up if the department wanted. Motion made by C. Harris, seconded by J. Grilli, to purchase one of the circular saws for 8-3-5. Motion Carried.
- 9. Cliff Harris asked what the status was of 8-3-5. Is it going to be repaired? Chief Manwaring said that it is up to the Warden's. Right now it is going to the scene, but it is not good for ladder operations- only for the equipment. Mary Bess Phillips said that GFD can present the case that the equipment is major and it might be a bonding situation. C. Harris asked if we got a repair estimate. Chief Manwaring said that we haven't. W. Jensen stated that we really need to start with a cost estimate for repair and go from there. He asked if we have a detailed report on what failed. Chief Manwaring said that it was two pistons. W. Jensen said that we need to find a hydraulic person that can repair the pistons to find out costs for repair.
- 10. 1st Asst Chief James Kalin said that at the Hofstra Show he put the word out that they are looking for an ambulance. It could be 18 months- 2 years before an ambulance is delivered.
- 11. Wayne Miller asked if it was decided where the washer and dryer are going yet. C. Harris said that it has not been decided. W. Jensen mentioned considering the back building.
- 12. Motion made by W. Jensen, seconded by W. Miller to allow Eagle Hose to do their raffle fundraiser at the Maritime Festival. Motion Carried.

13. Chief Wayde Manwaring reported that Diane Radigan from Peconic Landing called and said they are hosting a benefit for the Fire Department on Sept 12th. It will be like the May Mile, but will also include a car show, flea market, have vendors selling stuff, a dunk tank etc. They are asking for help with set up if possible. Motion made by Warren Jensen, seconded by Wayne Miller, to participate in the fundraiser with Peconic Landing. Motion Carried.

EXECUTIVE SESSION

Motion made by J. Milovich, seconded by W. Jensen, to adjourn to an executive session to discuss a personnel matter. Motion Carried. Adjourned to executive session at 8:09PM.

Upon returning from executive session, a motion made by James Kalin, seconded by Scott Hollid, to resume regular meeting. Regular meeting resumed at 8:19 pm.

1st Asst. Chief James Kalin mentioned that there are 20 members that don't have hazmat, bloodborne, or their physicals. If it is active people, we might want to remind them, but if not, it doesn't matter.

READING OF THE MINUTES

Motion by W. Jensen, seconded by Scott Hollid, to dispense with the reading of the minutes of tonight's meeting. Motion carried.

<u>ADJOURMENT</u>

Motion by Warren Jensen, seconded by Scott Hollid, to adjourn. Motion carried. The meeting was adjourned at 8:23pm.

Submitted by,

Rebecca J. Jensen

Recording Secretary

GREENPORT FIRE DEPARTMENT TREASURERS REPORT 05/20/2021 thru 06/16/2021

JERAL FUND	<u>expenditures</u> receipts	beginning balance McMann Price - def drv x 3 Firefighter Cancer Network Greenport IGA T.G.I.F. after fireschool J. Kalin def drv rebate ending balance	\$ 7,386.72 -\$105.00 -\$100.00 -\$82.00 -\$689.73 -\$69.00 \$6,478.99
ODS TRUST		balance unchanged	<u>\$10,592.43</u>
MORIAL FUND	<u>expenditures</u>	beginning balance Phenix H&L flowers Agway flowers ending balance	\$1,576.13 \$500.00 <u>\$145.78</u> \$ <u>930.35</u>
Y MILE FUND		balance unchanged	\$ 19,195.83
SH. B'DAY FUND		balance unchanged	<u>\$1,833.46</u>
CUE SQUAD 29	6 FUND	balance unchanged	<u>\$1,789.48</u>

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CHIEF WAYDE MANWARING

1ST ASST CHIEF JAMES KALIN

2ND ASST CHIEF ALAIN DEKERILLIS

CHAPLAIN FRANK MUSTO

CHAPLAIN CLAUDE KUMJIAN

SECRETARY/TREASURER JAMES KALIN



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

Greenport Fire Department Monthly Report For the Month of June, 2021

Number	of cal	is this moi	ntn: 85	

Number of Calls to Date for 2021: 436 Breakdown of calls by signal numbers: 9 (stand-by): 1 (brush fire): 12 0 (auto alarm, smoke, etc.): 13 15 (working structure fire): 13-35 0 14 (vehicle fire): 0 16 (ambulance/rescue): 63 16-23 (mva, water rescue, misc.): 2 16-59 (routine transport): 0 23 (co detector, medi-vac): 3 24/13-35 (mutual aid; working structure fire): 0 24/16 (mutual aid; ambulance/rescue): Ó 24/16-23 (mutual aid; mva): 0 24/23 (mutual aid; misc., water rescue): 0 26 (boat fire): 1 Breakdown of calls by location Incorporated Village: 41

East/West Protection District:

Other:

43

1

Greenport FD July 2021

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

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Sta. #1 9am-5pm	STANDAF	STANDARD HOSE	7PM					
	mtg		FINANCE	COMM. mtg				
			7:30PM					
18	19		20		21	22	23	24.
Company Officer Mtg Dept. Physicals	Dept. Phy		Fire Police	e mtg.	WARDENS mtg 7pm	DEPT. TRAINING		
Sta. #1 10am		<u>051</u>	Sta. #1 6pm	<u>mdi</u>	Dept. Physicals	Sta #1 7pm		
JR's mtg Sta #1 11am	7000					Relay Pumping		
25	26		27		28	29	30	24
2.77	Fire Scho	Fire School - Yaphank						5
	Pvt Dwell	Pvt Dwelling Search						
R	Lv. Sta 1 @ 6:15pm	@ 6:15pm						
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IMPORTANT FUTURE EVENTS LISTED ON REVERSE SIDE!

Thursday, August 12 Department Training - Sta. #1 7pm Forcible Entry (plus)

Monday, August 16 & Wednesday, August 18 Department Physicals (sign up required)

Wednesday, August 18 Wardens Mtg. Sta. #1 7pm Standard Hose Co. Chicken Bar-B-Q

<u>Thursday, September 9</u> Department Training - Sta. #1 7pm Search Techniques



236 THIRD STREET **GREENPORT NY 11944**

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

MAYOR

GEORGE W. HUBBARD, JR. EXT. 215

TRUSTEES

JACK MARTILOTTA DEPUTY MAYOR

PETER CLARKE

MARY BESS PHILLIPS

JULIA ROBINS

VILLAGE ADMINISTRATOR

PAUL J. PALLAS, P.E.

CLERK

SYLVIA PIRILLO, RMC

EXT. 206

EXT. 217

TREASURER ROBERT BRANDT

Submitted:

July 15, 2021

Meeting:

July 22, 2021 7:00 PM

Work Session Meeting

To:

Mayor George W. Hubbard, Jr.

Board of Trustees

Prepared By:

Paul Pallas, P.E. Village Administrator

From:

Paul Pallas, P.E. Village Administrator

Village Administrator Department:

Work Session

Work Session Report for Road and Utilities

July 22, 2021

Administrator's Office

Statistics

Work Orders:

Electric = 42 Written 42 Completed

Water = 20 Written, 20 Completed

Sewer = 47 Written, 47 Completed

Road = 32 Written, 32 Completed

Reports

- DOH-360: This is a monthly report for bacteriological presence and residual chlorine levels, it was sent on 6-03-2020. The results are detailed below in the Road Department's Sampling section.
- GADS Data: This is a monthly report about run and usage data for the generators at the Power Plant, it was sent on 6-04-2020.

Discussion

- Ferry Queue Re-Design update
- Microgrid Project Update
- Effluent Reuse EFC Status Update
- Energy Efficiency Proposal Bid Rejection
- Net Metering
- Truck Replacement
- PSEG Transmission Rate Increase

Resolutions

Road/Water Department

Statistics

Water Distribution:

8,671,000 Gallons Sold

Sampling:

All water samples complied with Department of Health requirements.

Locations:

419 Sixth Street - Slop Sink

Total Coliform = Absent

E Coli = Absent

Residual Chlorine = 0.66 mg/L

Third Street Firehouse - Kitchen Sink

Total Coliform = Absent

E Coli = Absent

Residual Chlorine = 0.77 mg/L

The form, DOH-360, was filed with the DOH on June 3, 2021 with the above results.

Report

Tasks Accomplished:

- Did all normal highway tasks.
- Performed water machine maintenance.
- Preformed bi-weekly G-44 maintenance.
- Prepared Softball field for use for season.
- Cleared limbs and fallen trees from Cemetery.
- * Repair Pothole with RCA on 4th Street.
- * Repair and upkeep on small hustler and scag mowers.
- Trim and upkeep of basketball hedges.
- Drop off G-66 for repairs at Talbot's.
- Continuation of weekday afternoon Garbage runs.
- Created marked map of locations of garbage cans.
- 3rd street playground weeds removed and added new sand to area.
- Water service on Center Street.
- Patched throughout village.
- Removed excess equipment from Rec Center.
- A Painted handicap parking lines on lower Main Street by Creation's by Lisa
- Grinded sidewalks throughout village.
- Oil Change G-55 and G-3.
- Removed garbage from Skate Park clean up.
- Moore's lane trail trimmed back.
- Campground trail trimmed back.
- * Repair fence that carnival broke up their arrival.
- Marked out and painted 6th beach parking lines.
- * Trimmed tree 5th street bathroom.
- Installation of AC at village hall.

Sewer Department

Flow and Sampling:

The plant continues to run well, exceeding DEC permit requirements. Total plant flow for the month of June= 8,890,000 Gallons

Average Daily Flow = .296 (MGD) Permit Limit = .650 MGD

Total Suspended Solids percent removal (TSS) = 96% Permit Limit = 75%

CBOD percent removal = 99% Permit Limit = 75%

Coliform Fecal General = 33 MPN. Permit limit 200 MPN/100

Coliform Total General = 18 MPN. Permit limit 700 MPN/100

Total Nitrogen = 9.5 LBS/day

Sludge Removal:

42,000 Gallons of sludge hauled in June

Report

- Treatment Plant:
 - Contractor repaired headworks control panel
 - Weir cleaning system serviced/replaced brushes
 - Jet-rod sent in for repair
 - Met with contractors for sewer reuse program

* Collection System:

- Responded to report of blockage on Oak St.- No issue
- #2 Pump at Claudio's Pump Station failed, Contractor replaced with spare and took failed pump back for evaluation/repair
- Cut back brush from Clarks Beach entrance
- Preventative maintenance performed on all emergency generators
- Manholes #152, #153 & #154 replaced with new lock/seal covers
- Responded to report of sewer backup on South St.- found blockage at corner of 5th Ave.&
 Front St. Called Coastline to pump out sewer main, called in Eastern Environmental to
 Jet rod, cleared blockage

Electric Department

Statistics

Monthly Power Usage:

```
Maximum usage day = June 30 @ 133.334 Mwh
Minimum usage day = June 1 @ 74.976 Mwh
Peak demand for the month = 7.192 MW June 29, 4:30 pm
Monthly total usage = 2,889,891 Mwh
```

Service calls/call outs = 3 Streetlight repairs = 15 Customers shut off for nonpayment = 0 Customers turned on for payment = 0 Customers turned on for the season = 0 New Services = 0

Tasks Accomplished:

- Serviced several streetlights throughout the Village.
- All engine oil pre-heating systems are back in service, also corrected several small oil drips.
- Trimmed the primary line that serves Suffolk County Water pump station.
- * Responded to flickering light calls, replaced connections to correct problem.
- * Responded to half power calls, replaced connections to correct problem.
- Trimmed trees with the Road Department, and in Greenhill Cemetery.
- At Wastewater Treatment plant, repaired motor controller and checked motor at Claudio's lift station, found faulted windings.
- Replaced two faulty electric meters.
- ❖ At Campground, replaced several receptacles for camp sites.
- ❖ At Marina, replaced breakers and receptacles, also repaired several of the dock lights.
- Installed new cable on the west pier for WIFI.
- Responded to power outage on circuit 6, found faulty cutout not clearing for faulted distribution transformer.

Attachments:

Greenport Meter 6-2021 (PDF)

Total Usage: 2,889,891.0000 KWH

Peak Demand: 7192.00 KW

Occured On: Jun 29 2021 16:30

Load Factor: 55.81%

Date Start: Tuesday, June 1, 2021

Date End: Wednesday, June 30, 2021

nd Ending	KWH	
6/1/2021	74,976.00	
6/2/2021	76,378.00	
6/3/2021	77,960.00	
6/4/2021	82,425.00	
6/5/2021	95,565.00	
6/6/2021	106,680.00	
6/7/2021	99,605.00	
6/8/2021	100,959.00	
6/9/2021	105,207.00	
6/10/2021	93,593.00	
6/11/2021	83,657.00	
6/12/2021	82,857.00	
6/13/2021	84,459.00	
6/14/2021	82,501.00	
6/15/2021	89,073.00	
6/16/2021	85,387.00	
6/17/2021	83,535.00	
6/18/2021	93,407.00	
6/19/2021	107,019.00	
6/20/2021	103,141.00	
6/21/2021	100,522.00	
6/22/2021	93,874.00	
6/23/2021	83,780.00	
6/24/2021	89,441.00	
6/25/2021	95,736.00	
6/26/2021	110,695.00	
6/27/2021	116,575.00	
6/28/2021	124,973.00	
6/29/2021	132,577.00	
6/30/2021	133,334.00	



236 THIRD STREET GREENPORT NY 11944

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SYLVIA PIRILLO, RMC EXT. 206

> TREASURER ROBERT BRANDT EXT. 217

Submitted:

July 15, 2021

Meeting:

July 22, 2021 7:00 PM

Work Session Meeting

To:

Mayor George W. Hubbard, Jr.

Board of Trustees

Prepared By:

Paul Pallas, P.E. Village Administrator

From:

Paul Pallas, P.E. Village Administrator

Department: \

Village Administrator

Building

Work Session Report for Building Department & Enforcement

July 22, 2021

Office of Code Enforcement & Fire Prevention

Reports

- **Code Enforcement continues to patrol the Village and respond to complaints.**
- New parking layout on Fifth Street & Sixth Street Beach has been installed by the Road Department and seems to be working by keeping vehicles parked in an orderly fashion.
- * "Park Rules" signage has been installed at entrances of the park and beach at Fifth Street & Sixth Street.

NOTES & TIPS:

Please ensure you pay attention to parking regulations when parking.

Code Enforcement Report is attached.

Building Permit Report is attached.

Traffic Enforcement Statistics Report is attached.

Attachments:

jUNE 2021 Building (PDF)

June 2021 CODE (PDF)

June 2021 TRAFFIC (PDF)

Village of Greenport

JUNE 1, 2021 - JUNE 30, 2021

JOINE 1, 2021 - JOINE 30, 2021		Type Parcel ID LegalAddress Status				1 ALTS & REPAIRS 22-2 325 BRIDGE STREET	ALTS & REPAIRS 74-18
	Permit	Date Type		ALISK	ALTS &	6/16/2021 ALTS&R	ALTS
	Permit	Date		6/2/2021	6/2/2021	6/16/2021	6/30/2021
	Permit	Number	1	02817	02872	02873	02874



Village of Greenport Enforcement Report

CODE ENFORCEMENT & FIRE PREVENTION

July 1, 2021

Monthly Report REPORT COVERING

Incorporated Village

REPORT COVERING 6/01/2021 through 6/30/2021

LOCATION	DATE	FACTUAL	DISPOSITION
139 Fifth Street Greenport, New York 11944	6/2/2021	Illegal Dumping	Dirt and debris placed on sidewalk. Notice sent. Debris removed.
320 Johnson Court Greenport, New York 11944	6/2/2021	Condemned Notice	Notice sent to property owner to secure building after being damaged by fire.
319 Fourth Avenue Greenport, New York 11944	6/2/2021	CO Violation Sidewalk debris	Property has exceeded the time frame to obtain a CO after renovation. Appearance Tickets to be issued.
120 Center Street Greenport, New York 11944	6/3/2021	COMPLAINT	Complaint of nose and business in residential area unfounded.
520 Front Street Greenport, New York 11944	6/4/2021	Overgrown Hedges	Overgrown hedges on property. Notice sent. Hedges have been cut.
510 Carpenter Street Greenport, New York 11944	6/7/2021	COMPLAINT	Complainant states children playing and barking dogs are infringing on their "expensive living". Complaint has been unfounded.
Fifth Street Beach Greenport, New York 11944	6/7/2021	COMPLAINT	Complaint of fishing on the beach unfounded.
Main Street Greenport, New York 11944	6/8/2021 6/29/2021	COMPLAINT	Complaint of roosters crowing. Several visits to area resulted in negative findings. Complainant has not provided call back information.
403 Fifth Street Greenport, New York 11944	6/10/2021	Fence	Fence has been erected with wrong side facing neighbor. Notice sent.
6 Sandy Beach Greenport, New York 11944	6/14/2021	COMPLAINT	Complaint of shed built on property without permit. Shed is less than 144SF.
212 Front Street Greenport, New York 11944	6/16/2021	COMPLAINT	Complaint of donation table I/F/O restaurant. Donation table is on their property.

LOCATION	DATE	FACTUAL	DISPOSITION
21 Front Street	6/28/2021	Access Agreement	Business has umbrellas extending over the
Greenport, New York		Violation	parklets. Notice of Violation issued to
11944			property.
201 Carpenter Street	6/28/2021	Building in	Notice sent to property owner regarding
Greenport, New York		Disrepair	condition of buildings. Property owner
11944			must respond within 30 days.
535 Third Street	6/28/2021	Stop Work Order	Property commenced work requiring a
Greenport, New York			permit prior to obtaining one. Stop Work
11944			Order issued.

RENTAL PERMIT INFORMATION

INFORMATION

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

New Applications/Renewal Applications Received: 262

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

Applications Pending Inspection: 1

 $\textbf{Applications Pending Re-Inspection} \ (\textbf{Corrections needed to be made to rental unit): } 0$

Applications Completed/Permits Issued: 261



Village of Greenport Enforcement Report

TRAFFIC ENFORCEMENT (PARKING)

July 1, 2021

Monthly Report REPORT COVERING 06/01/2021 through 06/30/2021

Incorporated Village

FINE COLLECTION BY MONTH: 2021

MONTH	No. OF TICKETS PAID	AMOUNT COLLECTED	(VIA PLEA OF GUILTY OR COURT RULING)
January	16	\$2,195.00	
February	38	\$4,225.00	
March	33	\$3,315.00	
April	19	\$2,505.00	
May	19	\$2,025.00	
June	163	\$13,395.00	
July			
August			
September			
October			
November			
December			
YTD	288	\$27,660.00	

Fine Collection by Violation Type : JUNE 2021

VIOLATION	CASE	AMOUNT
PARKED FACING WRONG DIR.	1	\$75.00
PARKED ON SIDEWALK	1	\$35.00
PRKD LONGER THAN PERMITTED SCHD XVI.	115	\$8,625.00
PRKD OBSTR. FIRE HYDRANT	.3	\$300.00
PRKD ON VILLAGE ST. DURING SNOW STORM	4	\$425.00
PRKD OUTSIDE OF MARKINGS	6	\$500.00
PRKD WHERE PROHIBITED SCHEDULE XI.	15	\$1,125.00
PRKD. IN HANDICAPPED SCHD. XIX.	6	\$750.00
STOP OR STAND WHERE PROHIBITED XIV.	1	\$75.00
STOPPING/PARKING AT CHARGING STATION	4	\$1,000.00
UNDEFINED	1	\$35.00
VEHICLE PARKD OUTSD LINES	6	\$450.00
Totals	163	\$13,395.00

TICKETS ISSUED: JUNE 2021

Case by Violation Type

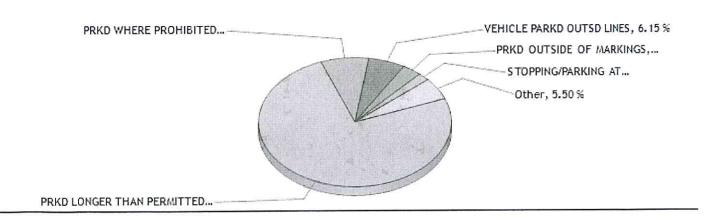
Code	Description	2021	Total
1	VEHICLE PARKD OUTSD LINES	19	19
10	PRKD. IN HANDICAPPED SCHD. XIX.	4	4
11	PRKD OBSTR. FIRE HYDRANT	5	5
14	UNREGISTERED	2	2
15	UNINSPECTED	2	2
16	PARKED FACING WRONG DIR.	4	4
18	PRKD OUTSIDE OF MARKINGS	10	10
2	PRKD WHERE PROHIBITED SCHEDULE XI.	25	25
24	STOPPING/PARKING AT CHARGING STATION	6	6
8	PRKD LONGER THAN PERMITTED SCHD XVI.	232	232
Total		309	309

Top five by Violation Types

PRKD LONGER THAN PERMITTED SCHD XVI.
PRKD WHERE PROHIBITED SCHEDULE XI.
VEHICLE PARKD OUTSD LINES
PRKD OUTSIDE OF MARKINGS
STOPPING/PARKING AT CHARGING STATION

These Violations combined represent 94.5% of issuance Village wide.

Frequently Issued Violations





236 THIRD STREET GREENPORT NY 11944

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

MAYOR

GEORGE W. HUBBARD, JR. EXT. 215

TRUSTEES

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MARY BESS PHILLIPS

JULIA ROBINS

VILLAGE ADMINISTRATOR

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

CLERK

SYLVIA PIRILLO, RMC EXT. 206

TREASURER

ROBERT BRANDT EXT, 217 Submitted: July 15, 2021

Meeting: July 22, 2021 7:00 PM

Work Session Meeting

To: Mayor George W. Hubbard, Jr.

Board of Trustees

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

From: Paul Pallas, P.E. Village Administrator

Department: Village Administrator

Recreation

Work Session Report Recreation Department

July 22, 2021

Mitchell Park Marina/Parks

- Carousel Inspection from the Department of Labor was June 14th. All went well and the Annual Permit was received.
- Mega yachts and pleasure vessels are doing very well for the month of June reservations.
- Repairs have been done to the Bayman's Dock, the T of the A Dock in Mitchell Park Marina.
- Fifth Street Bathrooms have been renovated and additional porta-potties have been placed for after hours when the bathrooms are locked.
- Mitchell Park bathrooms have received plumbing repairs, which included faucets and unclogging drains.

Monthly Revenue Reports are attached.

Recreation Center

Statistics

Attendance:

Summer Day Camp=81 Children Enrolled

Reports

- Pre-operational inspection from the Department of Health was held on June 16th. Everything went well, a few incidental items were noted, however, they were corrected immediately. We are awaiting the post-operational inspection which is usually held in mid-July.
- CPR and First Aid classes were held at the Firehouse on June 9th and June 23rd.
- ❖ 81 campers are enrolled in the summer Day Camp. Not all children come every day.
- * The recreation calendar was developed for all three groups to reflect daily activities and trips.
- The Summer Day Camp began on June 28th. It was a smooth transition and a huge success. The children are having a great time.
- All camp protocols are in place and are being followed.

Campground

Tasks Accomplished

- June rent for camp sites is being retrieved.
- * Painting of planters was completed.
- All payments processed for May.
- * Reservations for future dates continue to be made.
- Site maps updated.
- General grounds maintenance continues daily.
- Bathrooms are cleaned several times a day.
- Campsites are being cleaned daily.

Attachments:

RECREATION MONTHLY REVENUE REPORT 6-2021 (PDF)

FISCAL YEAR FISCAL LEAR FISCAL LEAR 2020 2021 2022 2020 2021 2022 2020 2021 2022 2020 2021 2022 2020 2023 20.350.00 26.350.00 26.350.00 26.350.00 20.3517.00 20.345.00 2.975.0	FISCAL YEAR FISCAL YEAR FISCAL YEAR ESCAL YEAR	FISCAL YEAR
	VEAR 119 23.3.90 223.3.90 223.3.90 233.90 233	VEAR FISCAL VEAR FISTAL VEAR F



236 THIRD STREET **GREENPORT NY 11944**

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VILLAGE ADMINISTRATOR PAUL J. PALLAS, P.E.

EXT. 219

CLERK SYLVIA PIRILLO, RMC EXT. 206

> TREASURER ROBERT BRANDT EXT. 217

Submitted:

July 15, 2021

Meeting:

July 22, 2021 7:00 PM

Work Session Meeting

To:

Mayor George W. Hubbard, Jr.

Board of Trustees

Prepared By: Robert Brandt, Treasurer

From:

Robert Brandt, Treasurer

Department:

Treasurer's Department

TREASURER'S REPORT JUNE 2021

REOUEST A MOTION BE PLACED ON THE AGENDA FOR:

RESOLUTION authorizing Mayor Hubbard to execute all requisite paperwork pertaining to the inclusion of the Village of Greenport in the American Rescue Plan Act.

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 4837 for year-end adjustments in the General Fund for Fiscal Year 2020-2021, and directing that Budget Transfer # 4837 be included as part of the formal meeting minutes of the July 29, 2020 Regular Meeting of the Board of Trustees.

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 4839 for year-end adjustments in the Electric Fund for Fiscal Year 2020-2021, and directing that Budget Transfer # 4839 be included as part of the formal meeting minutes of the July 29, 2020 Regular Meeting of the Board of Trustees.

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 4840 for year-end adjustments in the Water Fund for Fiscal Year 2020-2021, and directing that Budget Transfer # 4840 be included as part of the formal meeting minutes of the July 29, 2020 Regular Meeting of the Board of Trustees.

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 4841 for year-end adjustments in the Sewer Fund for Fiscal Year 2020-2021, and directing that Budget Transfer # 4841 be included as part of the formal meeting minutes of the July 29, 2020 Regular Meeting of the Board of Trustees.

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4844 to appropriate reserves to fund the replacement of batteries and battery rack at the Light Plant, and directing that Budget Transfer # 4841 be included as part of the formal meeting minutes of the July 29, 2020 Regular Meeting of the Board of Trustees.

UTIITY BILLING

Sector 4 billing for June completed and mailed. End of month reports for June finalized. Sector 1 currently being read, to be calculated and mailed by 7/19/21.

COMMUNITY DEVELOPMENT/ HOUSING AUTHORITY

Monthly financial reports to be forwarded under separate cover.

6 recertifications and 3 interims were performed for July 2021.

With the assistance of Lynda Smith from BST, Asha Gallacher was able to submit the annual unaudited FASS submission early for the fiscal period ending 3.31.21. One voucher was absorbed by the Town of Brookhaven in May. The tenant could not find housing in the Greenport jurisdiction. However, this client ported back to Greenport due to a unit coming available in Greenport July 1st. One voucher holder passed away. 2 vouchers were issued in June 2021. One family found housing and will be moving in July. One family was a lease in place and assistance will start in July.

Currently, there are 4 families with vouchers searching for housing. These vouchers were issued back in February, March, and April 2021 but the families still cannot find housing.

No meeting was held May 25, 2021 due to lack of a quorum.

SIGNIFICANT COLLECTIONS

PAVE NY \$ 35,079.42 Rents for June 2021 - \$ 106,739.429

INFORMATIONAL:

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

Attachments:

BANK ACCOUNT BALANCES JUNE 2021 (PDF)

JUNE 2021 BILLING STATISTIC REPORT (PDF)

BUDGET AMENDMENT # 4844 (PDF)

PROPERTY TAX COLLECTIONS THROUGH JUNE 2021 (PDF)

BUDGET TRANSFER# 4837 (PDF)

BUDGET TRANSFER # 4839 (PDF)

BUDGET TRANSFER # 4840 (PDF)

BUDGET TRANSFER# 4841 (PDF)

			INT BALANCES TH OF JUNE 2021		
FUND	BANK ACCOUNT NAME	G/L ACCT#	TYPE	BALANCE	
Α	General	A.0200.000	Checking	571,331.23	
Α	Repair & Maintenance	A.0200.400	Checking	84,908.77	
Α	Greenhill Cemetery	A.0201.100	Savings	33,606.63	
Α	Money Market	A.0201.130	Money Market	2,296,639.03	
Α	Fire Apparatus	A.0221.110	Savings	304,564.30	
Α	Bulding Department Escrow	A.0235.101	Checking	64,426.59	
Α	Parks and Recreation	A.0200.200	Checking	5,281.67	_
			ТОТА	L GENERAL FUND	\$ 3,360,758.2
CD	Small Cities Rehab.	CD.0200.000	Savings	454.22	
CD	NYS CDBG Funds	CD.0200.400	Public Funds Acct	226.21	
			TOTAL COMMUNIT	TY DEVELOPMENT	\$ 680.4
E	Light Fund	E.0121.100	Checking	303,487.47	. 1
E	Light Depreciation Savings	E.0116.100	Savings	2,627,337.81	
Е	TTC Collections	E.0121.120	Savings	231,261.56	=11
Е	Renewable Energy Savings	E.0121.130	Savings	110,072.40	
E	Consumer Deposit Savings	E.0191.100	Savings	129,978.85	
Е	Consumer Deposit Checking	E.0244.200	Checking	4,303.04	
		_	TO	OTAL LIGHT FUND	\$ 3,406,441.1
F	Water	F.0200.000	Checking	527,325.91	
F	Water Fund Capital	F.0200.400	Savings	8,384.52	
F	Water Fund CD (MM)	F.0201.000	Money Market	203,256.67	
F	Water Fund Money Market	F.0201.130	Money Market	386,336.07	
	-			_	\$ 1,125,303.1
G	Sewer	G.0200.000	Checking	569,235.50	V
G	NYS DEC Consent	G.0201.000	Savings	31,500.43	
G	Sewer Fund I	G.0201.100	Money Market	364,326.26	
G	Sewer Fund III	G.0201.120	Money Market	1,380,649.25	
G	NYSEFC	G.0205.000	Checking	185,851.61	
G	Sewer Wastewater	G.0220.110	Savings	12,164.01	

G	NYSERDA	G.0525.000	Checking	111.01	
- Taralle			тс	OTAL SEWER FUND	\$ 2,543,838.0
Н	Capital	H.0200.000	Checking	287,042.66	
Н	Capital Reserve	H.0200.400	Savings	49,650.28	
			тот	TAL CAPITAL FUND	\$ 336,692.94
TA	Trust & Agency	TA.0200.000	Checking	124,189.82	
TA	Retirement Savings	TA.0201.000	Savings	49,002.93	1
TA	WWI Memorial Trust	TA.0201.001	Savings	726.26	
TA	T & A Special Escrow	TA.0201.002	Savings	6,600.54	
TA	Justice Court	TA.0201.004	Savings	4,789.70	
TA	Global Common	TA.0201.009	Savings	271,632.14	
TA	Basketball Court Donations	TA.0600.101	Checking	1,992.00	
TA	Tree Committee	TA.0600.102	Checking	4,328.23	
TA	Summer Day Camp Donations	TA.0600.103	Checking	1,200.00	
TA	Recreation Center Donations	TA.0600.104	Checking	22,557.02	
TA	Friends of Fifth Street	TA.0600.106	Checking	113.00	
TA	American Legion Bldg	TA.0600.107	Checking	200.00	
TA	Fifth Street Rehab	TA.0600.120	Checking	42,557.00	
TA	Carousel Committee	TA.0600.113	Checking	13,311.94	
TA	Accounts Payable	TA.0202.000	Checking	429,793.11	
			TOTAL TRUS	T & AGENCY FUND	\$ 972,993.69
	Wire Account			2,188.49	
	Utility Clearing			69,477.25	
					\$ 71,665.74
			TOT	AL VILLAGE WIDE	\$ 11,818,373.39

EOM Billing Statistics Report

/	Welcial Lotal	/	/	/	/	/	electric-small commercial	Water Total													Water	Sewer Total							a							Sewer	Electric Total										Electric	Service	Rate Summary - All Routes
	Clair	73 - Flectic Fower Flant	79 Electric Demonstrate (10, 10)	18 - Sewer Department (10, 10)	17 - Water Department (6, 6)	16 - Operating Municipalt (8-8)	12 - Commercial (4, 4)		53 - OUTSIDE RES SEWER (50, 50)	52 - FLAT-FIRE SPRINKLERS (49, 49)	49 - RES VILLAGE SEWER ONLY (45, 45)	48 - RES VILLAGE 3/4" (44, 44)	47 - COMM VILLAGE 2" (43, 43)	46 - COMM VILLAGE 1 1/2" (42, 42)	32 - COMM VILL 4" W/SEWER (19, 19)	30 - COMM VILL 3" W/SEWER (18, 18)	28 - COMM VILL 2" W/SEWER (17, 17)	26 - COMM VILL 1 1/2" W/SEWER (16, 16)	24 - RES VILL 1" W/SEWER (15, 15)	22 - RES VILL 3/4" W/SEWER (14, 14)	5 - Water - Flat Charge		65 - O/S CLIFFSIDE CONDOS-SEWER	64 - O/S PECONIC LANDING 301	63 - O/S DRIFTWOOD COVE 49	62 - O/S DRIFTWOOD COVE 52	57 - SPLIT SEWER BILLING (52, 52)	54 - Sewer - OUTSIDE RES SEWER (50, 50)	33 - Sewer - IN VILL 4" W/SEWER (19, 19)	31 - Sewer - IN VILL 3" W/SEWER (18, 18)	29 - Sewer - IN VILL 2" W/SEWER (17, 17)	27 - Sewer - IN VILL 1 1/2" W/SEWER (16, 16)	25 - Sewer - IN VILL 1" W/SEWER (15, 15)	23 - Sewer - IN VILL 3/4" W/SEWER (14, 14)	4 - Sewer - OUTSIDE Flat Charge	3 - Sewer -INSIDE Flat Charge	9 (10)	21 - Sterling Harbor (13 13)	20 - Contract St Lighting (12, 12)	19 - Traffic Lights (11, 11)	15 - Town St Lighting (7. 7)	14 - Village St. Lighting (6, 6)	13 - Demand - Class 3 (5, 5)	11 - All Electric (3, 3)	10 - Water Heating (2, 2)	9 - Residential (1,1)	2 - Electric - Flat Charge	Rate# - Description	ω
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420,332.41	105,873.79	0.00	0,910.33	24.86	0,008.77	8 250 77	90 572 83	18 037 74	0.00	0.00	0.00	6,712.11	2,457.84	44.46	1,803.61	44.46	3,662.53	871.02	1,919.58	29,620.63	901.50	132,581.73	4,410.00	23,671.00	3,087.00	3,276.00	0.00	16,806.24	5,189.65	42.00	7,974.65	1,545.75	4,113.94	60,610.00	63.70	1 791 80	134 039 15	171 60	0.00	146.65	137 07	3.624.03	24 998 48	17 835 31	121.21	87.003.88		Charge	Statistics Report
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Date Prepared: 07/15/2021 11:25 AM

VILLAGE OF GREENPORT

GLR4150 1.0

Page 1 of 1

Budget Adjustment Form

Year:

2022

Period: 7

Trans Type:

B2 - Amend

Status: Batch

Trans No:

4844

Trans Date: 07/15/2021

User Ref:

ROBERT

Requested: D. JACOBS

Approved:

07/15/2021

Description: TO APPROPRIATE RESERVES TO FUND THE REPLACEMENT AND

Created by:

ROBERT

Account # Order: No

INSTALLATION OF BATTERIES AND BATTERY RACK AT THE LIGHT PLANT

Account No.	Account Description		Amount
E.5990	APPROPRIATED FUND BALANCE		31,900.00
E.0362	STORAGE BATTERY EQUIPMENT		31,900.00
		Total Amount:	63,800.00

Date Prepared: 07/15/2021 12:10 PM

Purpose Table: ALL Report Date: 07/15/2021

VILLAGE OF GREENPORT

Payment To 06/30/2021 Report

	1,037,179.82			1,037,179.82			Total
					TE.		
	1,037,179.82			1,037,179.82		CIPAL	Total PRINCIPAL
	5,577.89			5,577.89	19	Μ	WATER
	977,919.35			977,919.35	901		VILLT
	9,873.22			9,873.22	18	Σ	SEWER
	43,809.36			43,809.36	98	M	BID
Writeoff	Refunds Payment Total	Refunds	Count	Payment Amt	Count	otals	Grand Totals

Page 109 of 109 Prepared By: ROBERT COL4080

Date Prepared: 07/14/2021 03:31 PM

VILLAGE OF GREENPORT

Budget Adjustment Form

Year:

2021

Period: 5

Trans Type:

B1 - Transfer

Status: Batch

06/30/2021

Trans No:

4837

Trans Date: 05/30/2021

User Ref:

ROBERT

ROBERT

Description: FISCAL YEAR END 2020-2021 BUDGET TRANSFER FOR THE GENERAL FUND

Requested: R. BRANDT Approved: Created by:

Account # Order: No

Account No.	Account Description	Amount
A.0781.400	EXECUTIVE DEPT.OFF SUPPLIES & EXP	144.00
A.1010.400	BOARD OF TRUSTEES.CONTR EXP	772.00
A.1010.410	BOARD OF TRUSTEES.MINUTES	1,010.00
A.1113.400	PARKING ENFORCEMENT	4,347.00
A.1325.100	TREASURER.PERSONNEL SERVICES	224.00
A.1325.400	TREASURER.CONTR EXP	78.00
A.1362.400	TAX ADV EXP	96.00
A.1410.200	CLERK.EQUIPMENT	50.00
A.1410.400	CLERK.CONTR EXP	363.00
A.1420.400	LAW.CONTR EXP	3,897.00
A.1420.401	LABOR COUNSEL	3,448.00
A.1620.400	BUILDING CONTR EXP	2,296.00
A.1620.420	BUILDING ELECTRIC & LIGHTS	1,786.00
A.3620.400	SAFETY INSPECTION.CONTR EXP	1,293.00
A.5110.100	STREET MAINT.PERSONNEL SERVICES	425.00
A.5110.116	STREET MAINT.ADMIN SALARY - ROAD & SIDEWALK IMP	256.00
A.5110.405	ROAD MARKINGS/SIGNS	27.00
A.5110.406	SIDEWALKS/CURBS	62.00
A.5110.411	MAINTENANCE OF EQUIPMENT	20.00
A.5110.413	TRASH/RECYCLE	888.00
A.5110.415	REPAIR & MAINT - TRANSP EQUIP	501.00
A.5110.416	VILLAGE IMPROVEMENTS	1,776.00
A.5110.420	ELECTRICITY	1,085.00
A.5110.450	MISC EXPENSE	38.00
A.7020.404	OFFICE SUPPLIES AND EXPENSE REC	227.00
A.7020.405	PHONE/CABLE EXPENSE REC	1,052.00
A.7020.406	CREDIT CARD FEES REC	1,142.00
A.7020.407	MISC EXPENSE REC	104.00
A.7110.400	PARKS UTILITIES	1,033.00
A.7110.401	PARKS EXPENSE RECREATION	2,625.00
A.7120.402	SKATEBOARD PARK EXP	359.00
A.7124.101	LIFE GUARD	3,030.00
A.7180.400	MCCANN TRAILER PARK.EXP	5,657.00

VILLAGE OF GREENPORT

GLR4150 1.0 Page 2 of 2

Budget Adjustment Form

Account No.	Account Description	Amount
A.7180.413	MCCANN TRAILER PARK REFUSE AND GROUNDS	308.00
A.7230.401	MITCHELL MARINA CONTRACTUAL EXP	2,301.00
A.7230.408	MITCHELL MARINA R & M	5,295.00
A.7230.413	MITCHELL PARK REFUSE AND GROUNDS	5,469.00
A.7230.422	MITCHELL PARK AND MARINA UTILITIES	8,528.00
A.7311.400	ICE RINK EXPENSE	392.00
A.7520.400	HISTORICAL PROP - LARRY TUTHILL PARK	934.00
A.8010.400	ZONING CONTRACTUAL EXP	762.00
A.8020.400	PLANNING CONTRACTUAL EXPENSE	5,227.00
A.8030.400	ZONING/PLANNING LEGAL EXPENSE	5,688.00
A.8510.200	HISTORIC PRESERVATION COMM.	2,590.00
A.8620.400	COMM DEV CONTR EXP	116.00
A.8620.800	COMM DEV.EMPLOYEE BENEFITS	3,341.00
A.9030.800	SOCIAL SECURITY.EMPLOYEE BENEFITS	24,128.00
A.9030.801	MTA TAX EXPENSE	273.00
A.9040.800	WORKERS COMPENSATION.EMPLOYEE BENEFITS	200.00
A.9060.800	HOSP & MEDICAL INS.EMPLOYEE BENEFITS	11,871.00
A.1113.100	PARKING ENFORCEMENT.PERSONNEL SERVICES	-16,560.00
A.3620.100	SAFETY INSPECTION.PERSONNEL SERVICES	-10,584.00
A.7110.101	PARKSRECREATION PERSONNEL	32,990.00
A.7120.100	RECREATION CENTER.PERSONNEL SERVICES	-48,690.00
A.7230.101	MITCHELL MARINA PERSONNEL	-17,690.00
A.7311.101	ICE RINK LABOR	-30,000.00
A.7312.100	CAROUSEL PERSONNEL SERVICES	-27,000.00

Date Prepared: 07/14/2021 05:11 PM

VILLAGE OF GREENPORT

GLR4150 1.0

Page 1 of 1

Budget Adjustment Form

Year:

2021

Period: 5

Trans Type:

B1 - Transfer

Status: Batch

Trans No:

4839

Trans Date: 05/30/2021

User Ref:

ROBERT

Requested: R. BRANDT

Approved:

Created by:

ROBERT

07/01/2021

Description: FISCAL YEAR END 2020-2021 BUDGET TRANSFER FOR THE ELECTRIC FUND

Account # Order: No

Account No.	Account Description	Amount
E.0363	DISTR O/H CONDUCTORS	10,023.00
E.0368	CONSUMERS METERS	64.00
E.0369	METERS - MISC MATERIAL	13.00
E.0381	OFFICE EQUIPMENT	451.00
E.0384	TRANSPORTATION EQUIPMENT	3,089.00
E.0385	COMMUNICATION EQUIPMENT	451.00
E.0714.310	WATER BILLINGS & CHEMICALS	20.00
E.0714.340	SUPPLIES & MISC EXPENSE	771.00
E.0724.110	WATER SERVICE	601.00
E.0752.110	REPAIR ST LIGHT EQUIPMENT	83.00
E.0761.300	CONSUMER BILLING & ACCTG	1,836.00
E.0781.100	EXECUTIVE DEPT	912.00
E.0781.300	LEGAL FEES	3,621.00
E.0781.510	PHONE/CABLE EXPENSE	665.00
E.0782	MANAGEMENT SERVICES	269.00
E.0785.210	EMPLOYEE TRAINING	267.00
E.0788	DEPRECIATION OF GENERAL PROPERTY	2,800.00
E.0801.200	MISC GENERAL EXPENSE	1,054.00
E.0808	MISC TOOLS - CLEARING	109.00
E.9040.800	WORKERS COMPENSATION.EMPLOYEE BENEFITS	5,336.00
E.9010.800	EMPLOYEES STATE RETIREMENT.EMPLOYEE BENEFITS	-32,435.00
	Total Amount:	0.00

Date Prepared: 07/14/2021 03:32 PM

VILLAGE OF GREENPORT

GLR4150 1.0 Page 1 of 1

Budget Adjustment Form

Year:

2021

Period: 5

Trans Type:

B1 - Transfer

Status: Batch

Trans No:

4840

Approved:

User Ref:

ROBERT

07/01/2021

Requested: R. BRANDT

Created by:

ROBERT

Account # Order: No

Description: FISCAL YEAR END 2020-2021 BUDGET TRANSFER FOR THE WATER FUND

Trans Date: 05/30/2021

count No.	Account Description		Amount	
1420.400	LEGAL		44.00	
3310.102	LABOR OUTSIDE		4,997.00	
3310.200	STRUCTURES		16.00	
3310.400	MATERIALS & SUPPLIES		10.00	
3310.408	PHONE & CABLE EXPENSE		27.00	
3310.411	OFFICE SUPPLIES		10.00	
3310.414	MISC GENERAL EXPENSE		561.00	
3310.415	DEPRECIATION EXPENSE		2,953.00	
3310.101	SUPERVISORY LABOR		-8,618.00	
		Total Amount:	0.00	

Date Prepared: 07/14/2021 03:32 PM

VILLAGE OF GREENPORT

GLR4150 1.0 Page 1 of 1

Budget Adjustment Form

Year:

2021

Period: 5

Trans Type:

B1 - Transfer

Status: Batch

Trans No:

4841

Trans Date: 05/30/2021

User Ref:

ROBERT

07/01/2021

Requested: R. BRANDT

Approved:

Created by:

ROBERT

Description: FISCAL YEAR END 2020-2021 BUDGET TRANSFER FOR THE SEWER FUND

Account # Order: No

Account No.	Account Description	Amount
G.1420.400	LEGAL	150.00
G.1680.400	COMPUTER HARDWARE/SOFTWARE	955.00
G.8110.102	LABOR OUTSIDE	12,175.00
G.8110.400	ELECTRIC SERVICE	3,450.00
G.8110.401	GAS SERVICE	172.00
G.8110.402	WATER SERVICE	772.00
G.8110.404	BILLING & ACCOUNTING	160.00
G.8110.406	PHONE & CABLE EXPENSE	89.00
G.8110.410	MISC OFFICE/TELEPHONE EXP	502.00
G.8110.411	MISCELLANEOUS EXPENSE	385.00
G.8110.413	TRANSPORTATION MAINT	4.00
G.8110.417	SUPPLIES & MATERIALS	1,601.00
G.8120.201	NEW METERS	17.00
G.8120.400	MAINT OF MAIN SEWERS	208.00
G.8130.200	PUMP STATION EQUIPMENT	16,595.00
G.8130.202	TRTMNT PLANT MISC EQUIPMENT	2.00
G.8130.203	MAJOR PUMP STATION REPAIR	3,155.00
G.8130.204	MAJOR EQUIP REPAIRS/PURCHASES	553.00
G.8130.404	SLUDGE REMOVAL	5,370.00
G.9040.800	WORKERS COMPENSATION.EMPLOYEE BENEFITS	3,468.00
G.8110.100	ADMINISTRATION LABOR	-40,000.00
G.8110.101	SUPERVISORY LABOR	-9,783.00
	Total Amount:	0.00

SEVENUE: 213 Center 213 Center \$ 1,125.00 \$ 50.00 \$ 1,175.00 S 50.00 S 64.17 \$ 54.10 \$ 54.10 \$ 534.10 \$ 234.50 \$ 603.95 WAINTENANCE: 213 Center 213 CENTER \$ 523.00 \$ 523.00 \$ 523.00 \$ 523.00 \$ 5 523.00 \$ 5 523.00 \$ 5 523.00 \$ 5 523.00 \$ 5 523.00 \$ 5 523.00 \$ 5 523.00 \$ 5 523.00 \$ 5 523.00 \$ 5 523.00	OUSE - \$ 4
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SECTION 8 VOUCHER PROGRAM JUNE 2021 P3

VILLAGE OF GREENPORT (NY146)

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236 THIRD STREET GREENPORT NY 11944

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

MAYOR

GEORGE W. HUBBARD, JR. EXT. 215

TRUSTEES

JACK MARTILOTTA DEPUTY MAYOR

PETER CLARKE

MARY BESS PHILLIPS

JULIA ROBINS

VILLAGE ADMINISTRATOR PAUL J. PALLAS, P.E.

EXT. 219

CLERK SYLVIA PIRILLO, RMC

EXT. 206

TREASURER ROBERT BRANDT EXT. 217 Submitted:

July 14, 2021

Meeting:

July 22, 2021 7:00 PM

Work Session Meeting

To:

Mayor George W. Hubbard, Jr.

Board of Trustees

Prepared By:

Debbie Boyle, Assistant

From:

Debbie Boyle, Assistant

Department: Village Clerk Department

Village Clerk July 2021 Work Session Report

VILLAGE of GREENPORT - BOARD of TRUSTEES WORK SESSION

to be presented at the meeting held on July 22, 2021 Report of Sylvia Lazzari Pirillo, Village Clerk

Agreements and Contracts

The contract between the Village and Emcor for the rehabilitation of the air conditioning system at the Station One Firehouse was mailed for execution on the 3rd of June. It was fully executed on the 16th of June. The project was completed shortly thereafter.

The contract between the Village and Lila's Cleaning Services was transmitted for signature on the 25th of June.

The contract between the Village and Excav for service, maintenance and repairs to the wastewater sewage pumping stations was mailed to Excav for execution on the 28th of June. The contract was fully executed on the 8th of July.

The contract between the Village and Firematic for the purchase of a 2022 Chief's vehicle was mailed to Firematic for execution on the 28th of June. The contract was fully executed on the 1st of July.

The Notice to Proceed was sent on July 2^{nd} to Haugland Energy Group regarding the Microgrid project. The Notice was signed by Haugland on July 8^{th} and received on July 12^{th} .

The Ambulance Services /Fire District Contract between the Village Fire Department and Suffolk Count was received - fully executed - on the 7th of July.

Bids and RFP's

The DSM & EE System RFP for the Electric Department was opened on June 3rd. There was a sole proposer - Applied Energy Group ("AEG").

Dances in the Park

Employment

The open Maintenance Mechanic II position at the Power Plant was noticed in the July $1^{\rm st}$ edition of the paper. Applications or resumes were returnable on the $12^{\rm th}$ of July. No responses were received. The advertisement was re-published in the July 22, 2021 edition of the Riverhead News-Review, with a return date of July 29, 2021.

The open Senior Office Assistant (Spanish Speaking) position at Village Hall was noticed in the July 15th edition of The Suffolk Times, and also the July 15th edition of The Riverhead News-Review.

Financial

The Village received notification from the NYSOS that \$ 2,505 is due to the Village from the Southold Town Justice Court, for the month of April 2021.

A check in the amount of \$ 4,830 was received on June 21st from Peconic Star Asset Corp. as payment in full for dock rental for the Peconic Star Express.

A check in the amount of \$ 4,830 was received on June 21st from DB Fishing Corp. as payment in full for dock rental for the Peconic Star III.

<u>Informational</u>

The signed 2021 MS4 Report was posted to the Village website.

Legal Notices Published

The public hearing regarding a proposed local law modifying loading zones within the Village was re-noticed in the July 1st edition of the paper.

The liquor license renewal application for the Greenporter Hotel was published in the July 8th edition of the paper.

The change in meeting dates for the July 2021 VBOT Regular and Work Session meetings was published in the July 15th edition of the paper, and posted to the official Village website on the 12th of July.

Resolution to be voted on this evening

RESOLUTION approving the attached Municipal Endorsement regarding the CFA application of Peconic Land Trust for funding from the Environmental Protection Fund Grants Program for Parks, Preservation and Heritage, to help fund Phase II of the Widow's Hole Preserve Restoration, which involves continued shoreline restoration to the upland area at Widow's Hole and the dredging of Widow's Hole.

Resolutions for the Regular Meeting on July 29, 2021

RESOLUTION declaring as surplus, and no longer needed for municipal purposes, the Village-owned John Deere tractor having Product Identification Number CH08500S019671, and directing Clerk Pirillo to notice a corresponding Request for Bids accordingly.

RESOLUTION rejecting all proposals as received for the Demand Side Management ("DSM") and Energy Efficiency System (""EE") for the Village of Greenport Electric Department, per the proposal opening on June 3, 2021; and directing Clerk Pirillo to re-notice the DSM and EE Request for Proposals accordingly.

RESOLUTION approving the attached contract between the Village of Greenport and DB Fishing Corp. for the berthing and operation of the Peconic Star II at the Village of Greenport Railroad Dock, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and DB Fishing Corp.

RESOLUTION approving the attached contract between the Village of Greenport and Peconic Star Asset Corp. for the berthing and operation of the Peconic Star Express at the Village of Greenport Railroad Dock, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Peconic Star Asset Corp.

Attachments:

RESOLUTION # 07-2021-3

WHEREAS, the Peconic Land Trust is applying to the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) for a grant under Title 9 of the Environmental Protection Act of 1993 for a park project to be located at "Widow's Hole", Greenport, New York, 11944, a site located within the territorial jurisdiction of this Board of Trustees of the Village of Greenport; and

WHEREAS, as a requirement under the rules of this program, said not-for-profit corporation must obtain the "approval/endorsement of the governing body of the municipality in which the project will be located";

NOW, THEREFORE, be it resolved by this august body that the Board of Trustees of the Village of Greenport hereby does approve and endorse the application of the Peconic Land Trust for a grant under Title 9 of the Environmental Protection Act of 1993 for a park project known as "Widow's Hole Preserve Restoration – Phase II" and located within this community.

And further, it is resolved that, should Peconic Land Trust be unable to do so, said property shall be forever maintained by The Village of Greenport as a municipal park in this community consistent with the rules promulgated by OPRHP.

DATE OF ADOPTION: July 22, 2021

CERTIFICATION OF CLERK:

LICENSE

FOR BERTHING AND OPERATION OF MULTI-PASSENGER VESSEL "PECONIC STAR III" AT VILLAGE OF GREENPORT "RAILROAD DOCK"

THIS LICENSE, dated the day of May 2021 from Village of Greenport, New York a municipal corporation with offices located at 236 Third Street, Greenport, New York (hereinafter referred to as "Village") to DB Fishing Corp., a duly organized New York corporation having offices at 254 Falcon Avenue, Patchogue, New York 11772 (hereinafter referred to as the "Licensee"):

WITNESSETH

WHEREAS, the Licensee desires to obtain from the Village a license to berth its vessel the "Peconic Star III" and operate its associated business from the Village's premises known as the "Railroad Dock" (hereinafter "Dock") in Greenport, New York, and conduct the business operation hereinafter described, and the Village desires to issue such a License to the Licensee for such berthing and operation.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is agreed by the parties hereto as follows:

- 1. Grant and Acceptance The Village hereby grants to the Licensee and the Licensee hereby accepts from The Village a license to operate the licensed multi-passenger vessel Peconic Star Express from the Dock for the period herein stated and subject to all of the terms, conditions and limitations herein. The Licensee shall berth the vessel "Peconic Star Express" at the Dock, and its right to occupy the premises and to operate under the License hereby granted shall continue only so long as the Licensee shall comply with each and all of the stipulations, terms, provisions, covenants, undertakings, and conditions contained herein. The Licensee and/or its successor, assignee or transferee shall have the right to substitute another comparable vessel as long as the successor, assignee, or transferee has received the prior written consent of he Village.
 - 2. <u>Term</u> The term of the License granted herein shall be as follows:
 - A. A first term which shall commence on the 1st day of June, 2021, and which shall

expire at the close of business on the 31st day of May, 2026, unless the same shall have been sooner terminated as hereinafter provided.

- 3. License Fee- The Licensee agrees to pay to the Village a total annual license fee as set forth below, which shall be payable in two equal installments on August 1, and October 1, of each year, to the Village, which payments shall be applicable to the following year's License term. The amount of said payments shall be as follows:
- A. For the License year of June 1, 2021 through May 31, 2022 the total amount of Four Thousand Eight Hundred Thirty Dollars (\$4,830.00) per annum, and for each year thereafter a license fee that is an increase of three percent (3%) above the fee amount paid for the prior license year up to and including May 31, 2026;
- 4. <u>Utilities</u> Licensee shall pay the Village for water and electricity supplied to Licensee by the Village on a seasonal basis. This payment shall be over and above the fees to be paid hereunder. In the event of interruption of utilities services under the control of the Village, the Village shall undertake to repair such interruption promptly, and Licensee agrees to hold The Village harmless from any loss of revenue claimed as a result of such interruption, nor shall The Village be held liable for any additional operating expenses incurred by Licensee as a result of such interruptions in utilities service.
- 5. <u>Insurance</u> Licensee shall obtain the following insurance coverage which is required under this License and which shall in each case name the Village of Greenport and the Metropolitan Transportation Authority as additional insured:
- A. Commercial Liability, Protection and Indemnity Insurance- providing protection for claims for damages to property and for personal injuries, including death, which may arise from the operation by the Licensee in the amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in an annual aggregate.
- B. Property hazard and fire insurance in the amount of not less the five hundred thousand dollars (\$500,000).
 - C. Workers compensation insurance or comparable seamen's insurance.
- D. Licensee shall, at his own cost and expense, procure the personal injury and property damage liability insurance hereinbefore set forth during the term of this License without cost to the Village. Copies of policies or certificates of insurance required under this section shall be delivered to The Village prior to the commencement of this License and upon each

renewal or upon reasonable demand showing full premium paid thereafter.

- E. The Village shall be an additional named insured in all such policies.
- F. All policies shall include provision for direct notification to The Village by the insurance carrier not less than twenty (20) days prior to cancellation of any policy.

No operations of the Licensee shall be permitted unless all required insurance coverage is in force and adequate proof of the coverage has been provided to Village. Failure by Licensee to maintain the aforementioned insurance policies in full force throughout the term of this License shall result in termination of this License by the Village.

- 6. Risk Licensee assumes all risk in the operation of its vessel in connection with this License, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, and hereby covenants and agrees to indemnify and hold harmless and to defend or be responsible for the cost of the defense of the Village and its officers and employees from any and all claims, suits, losses, damages or injury to person or property of whatsoever kind and nature, whether direct or indirect, arising out of said operation of vessel, unless caused or permitted by act or omission of the Village or its agents. Such indemnity shall include all costs for defense of any such legal claims, including but not limited to reasonable attorney's fees.
- 7. Changed Circumstances Neither party shall be liable for failure to perform its part of this least when such failure is due to *force majeure*, fire, hurricane, strikes or similar labor disturbances, industrial disturbances, war, civil commotion or riot, insurrection and/or other causes beyond the control of the parties. The Licensee and the Village hereby waive any and all rights to claims for compensation from each other for any and all loss or damage sustained as a result of such causes beyond the control of the parties. Also the Licensee and the Village hereby forever License and discharge each other and each other's officers and agents from any liability for any and all loss or damage sustained as a result of the causes aforesaid.
- 8. <u>Notices</u> All notices given to the Licensee may be served by mailing the same to the Licensee at the address set forth above, or by delivering a copy thereof to an officer of the Licensee in person. All notices to be given to the Village shall be delivered to a person in charge at Greenport Village Hall or mailed to the Village at the address set forth above.
- 9. <u>No Agency Created</u> Nothing herein contained shall create or be construed as creating a joint venture or any other agency between the Village and Licensee, or to constitute

the Licensee as agent of the Village, nor the Village as agent of Licensee. The relationship of the Licensee to the Village is that of an independent private business.

- 10. <u>Signage and Advertising</u> Signs erected or changed by Licensee at the Dock are subject to the prior written approval of the Village, which approval shall not be unreasonably withheld, provided all such signs fully conform to all governmental regulations, and provided all costs, including obtaining necessary permits, are paid for by Licensee.
- 11. <u>Personnel</u> Licensee agrees to employ sufficient staff to operate in accordance with the terms and conditions of this License, to properly serve customers, and to maintain adequate standards of housekeeping and sanitation both at the Dock and in the parking area used by its customers.
- 12. Maintenance, Repair and Alterations All equipment covered by this License and used by the Licensee in operating under this License shall be maintained and kept in good repair by Licensee at its own expense and surrendered by the Licensee to the Village at the expiration of termination of this License to the Village in as good condition as when received, reasonable wear and tear and loss from casualty excepted. Licensee shall not make any alterations, additions, or improvements on or to the premises without the prior written consent of the Village. All such alterations, additions, or improvements shall be surrendered to and become the property of the Village and remain on the premises as part thereof at the termination of this License without disturbance, molestation or injury. Nothing contained in this provision shall prevent Licensee from removing property belonging to Licensee which can be easily removed without damage to the real property. The Village shall maintain the premises, including the Dock and all other property under its control affecting commerce at said dock, in accordance with applicable safety standards, codes and ordinances.
- 13. <u>Vehicles</u> Vehicles must be parked in areas so designated by Sublessor, and Licensee shall be responsible for the parking of vehicles in an orderly manner in the designated areas. The Licensee agrees to have all deliveries of supplies to his vessel made to such locations, on such days and at such times of day as the Village shall reasonably approve. Additional emergency deliveries may be made at other times.
- 14. <u>Federal, State and Municipal Law</u> Licensee agrees not to use, nor suffer or permit any person to use in any manner whatsoever, the said premises or any part thereof or any building or any vessel thereon under Licensee's exclusive control for any illegal purpose, or for

any purpose in violation of any federal state or municipal law, ordinance, rules, order or regulation or in violation of any other rule or regulation applicable to the Dock area, now in effect or hereafter enacted or adopted, and will protect, indemnify and forever save and hold harmless the Village, its officers and employees and their agents, from and against any damage, penalty, fine, judgment, expense or charge suffered, impose, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Licensee or its employees. In the event such violation should continue unabated without a *bona fide* effort to cure after 15 days notice in writing by the Village to cease and desist, The Village shall have the right and power to declare this License terminated upon thirty (30) calendar days notice to the Licensee.

Licensee shall procure at its own expense all permits and licenses necessary for legal operation of his vessel for all purposes for which it is used. The vessel covered by this License must have a valid U.S. Coast Guard Inspection Certificate and shall be a federally documented vessel. The U.S. Coast Guard operator's file number for each operator of vessels operated under this The Village must be kept on file with the Village. Failure to obtain any required licenses, permits or certificates within 60 days of the execution of this License, or prior to any special use, and to maintain such licenses, permits or certificates in full effect throughout the term of this License will constitute a breach on the License by Licensee. The operation of the vessel by other than properly licensed personnel, or without proper inspection will be cause for immediate suspension of berthing privileges.

- 15. <u>Modification</u> This License may be modified or cancelled by agreement in writing executed by the parties hereto upon such terms and conditions as may be mutually agreed upon between the Licensee and The Village but no such modification or cancellation shall be effective until so executed.
- 16. <u>Termination</u> In addition to rights of termination otherwise specifically provided in this License :
- A. The Village shall have the right to terminate this License on one hundred and eighty (180) days notice to the Licensee at any time or on 30 days written notice to Licensee if:
- (i) Licensee shall file a petition in bankruptcy, shall be adjudicated a bankrupt, shall make an assignment for the benefit of creditors, or shall have a receiver appointed for it, or;

- (ii) Licensee shall fail to duly observe or perform all of the terms, conditions and agreements herein provided within 30 days after the date on which notice specifying the details of such breach shall have been given to Licensee by the Village; provided, however, that if such breach cannot be remedied within such 30 day period, Licensee shall be deemed to have cured the breach if he undertakes to remedy the same within such 30 day period and thereafter diligently pursues such remedy to completion.
- B. Licensee shall have the right to terminate this License on 30 days notice if the Village shall fail to duly observe or perform all of the terms, conditions and agreements on its part to be observe or performed hereunder within 30 days after the date on which notice specifying the details of such breach shall have been given to the Village by Licensee; provided, however, that, if such breach cannot be remedied within such 30 day period, the Village shall be deemed to have cured the same if it undertakes to remedy the same within such 30 day period and thereafter diligently pursued such remedy to completion.
- C. Either party shall have the right to terminate the License at any time upon 365 days written notice to the other party.

17. <u>License and Assignment</u>

The Licensee may assign the License with the prior written consent of the Village of Greenport, which will not be unreasonably withheld, and the approval of the Metropolitan Transit Authority. The Licensee on the request of the Village will cooperate and provide financial and other information regarding the prospective assignee.

18. Location of Berth

The Village shall have the right to determine the location of the vessel on the Dock or may assign the vessel to another location on the Dock or to temporarily relocate the vessel to another location.

19. Severability - If any part of this License or the application thereof be for any reason adjudged by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such judgment shall not affect, impair or invalidate the remainder of this License, or the application thereof in other contexts, but shall be confined in its operation to the section or part of the License and the persons or circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared the intent of the parties that this License would have been entered into had such invalid application been accepted or such invalid

sion not been included.

- 20. <u>Binding Effect</u> This License shall inure to the benefit of and be binding upon zirs, executors, administrators, successors-in-interest, assigns, transferees and legal sentatives of the parties hereto, notwithstanding any lack of formal notice to any such heirs, administrators, successors-in-interest, assignees, transferees or legal representatives.
- 21. Entire Agreement It is understood and agreed that all understandings and ments heretofore made between the parties hereto are merged in the License which alone and completely expresses the agreement between the parties hereto and that this License seen entered into after full investigation, neither party relying on any statement or sentation of the other which is not herein contained or expressed. This License may not be ified, renewed or terminated orally.
- 22. <u>Governing Law</u> This License shall be governed by and construed and preted in accordance with the Laws of the State of New York.
- 23. <u>Headings</u> The paragraph and clause headings contained in this License are for rence purposes only and shall not affect in any way the meaning or interpretation of this ense.

WITNESS WHEREOF, the parties hereto have subscribed their names and seals the early and year first above written.

lage of Greenport	
	Y 1/2
George W. Hubbard,	Jr., Mayor

3 Fishing Corp.

State of New York, County of Suffolk

SS:

On the

day of

in the year

before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

State of New York, County of Suffolk

SS:

On the 15th day of May

in the year 2021

before me, the undersigned, personally appeared

Rilf J. Com

David P. Brennan

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

> PHILIP L. CURCIO Notary Public, State of New York NO. 02CU6129292

Qualified in Suffolk County Commission Expires August 2, 20 2/

LICENSE

FOR BERTHING AND OPERATION OF MULTI-PASSENGER VESSEL "PECONIC STAR EXPRESS" AT VILLAGE OF GREENPORT "RAILROAD DOCK"

THIS LICENSE, dated the day of May 2021 from Village of Greenport, New York a municipal corporation with offices located at 236 Third Street, Greenport, New York (hereinafter referred to as "Village") to Peconic Star Asset Corp., a duly organized New York corporation having offices at 254 Falcon Avenue, Patchogue, New York 11772 (hereinafter referred to as the "Licensee"):

WITNESSETH

WHEREAS, the Licensee desires to obtain from the Village a license to berth its vessel the "Peconic Star Express" and operate its associated business from the Village's premises known as the "Railroad Dock" (hereinafter "Dock") in Greenport, New York, and conduct the business operation hereinafter described, and the Village desires to issue such a License to the Licensee for such berthing and operation.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is agreed by the parties hereto as follows:

- 1. Grant and Acceptance The Village hereby grants to the Licensee and the Licensee hereby accepts from The Village a license to operate the licensed multi-passenger vessel Peconic Star Express from the Dock for the period herein stated and subject to all of the terms, conditions and limitations herein. The Licensee shall berth the vessel "Peconic Star Express" at the Dock, and its right to occupy the premises and to operate under the License hereby granted shall continue only so long as the Licensee shall comply with each and all of the stipulations, terms, provisions, covenants, undertakings, and conditions contained herein. The Licensee and/or its successor, assignee or transferee shall have the right to substitute another comparable vessel as long as the successor, assignee, or transferee has received the prior written consent of he Village.
 - 2. <u>Term</u> The term of the License granted herein shall be as follows:
 - A. A first term which shall commence on the 1st day of May, 2021, and which shall

expire at the close of business on the 30th day of April, 2026, unless the same shall have been sooner terminated as hereinafter provided.

- 3. License Fee- The Licensee agrees to pay to the Village a total annual license fee as set forth below, which shall be payable in two equal installments on August 1, and October 1, of each year, to the Village, which payments shall be applicable to the following year's License term. The amount of said payments shall be as follows:
- A. For the License year of May 1, 2021 through April 30, 2022 the total amount of Four Thousand Eight Hundred Thirty Dollars (\$4,830.00) per annum, and for each year thereafter a license fee that is an increase of three percent (3%) above the fee amount paid for the prior license year up to and including April 30, 2026;
- 4. <u>Utilities</u> Licensee shall pay the Village for water and electricity supplied to Licensee by the Village on a seasonal basis. This payment shall be over and above the fees to be paid hereunder. In the event of interruption of utilities services under the control of the Village, the Village shall undertake to repair such interruption promptly, and Licensee agrees to hold The Village harmless from any loss of revenue claimed as a result of such interruption, nor shall The Village be held liable for any additional operating expenses incurred by Licensee as a result of such interruptions in utilities service.
- 5. <u>Insurance</u> Licensee shall obtain the following insurance coverage which is required under this License and which shall in each case name the Village of Greenport and the Metropolitan Transportation Authority as additional insured:
- A. Commercial Liability, Protection and Indemnity Insurance- providing protection for claims for damages to property and for personal injuries, including death, which may arise from the operation by the Licensee in the amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in an annual aggregate.
- B. Property hazard and fire insurance in the amount of not less the five hundred thousand dollars (\$500,000).
 - C. Workers compensation insurance or comparable seamen's insurance.
- D. Licensee shall, at his own cost and expense, procure the personal injury and property damage liability insurance hereinbefore set forth during the term of this License without cost to the Village. Copies of policies or certificates of insurance required under this section shall be delivered to The Village prior to the commencement of this License and upon each

renewal or upon reasonable demand showing full premium paid thereafter.

- E. The Village shall be an additional named insured in all such policies.
- F. All policies shall include provision for direct notification to The Village by the insurance carrier not less than twenty (20) days prior to cancellation of any policy.

No operations of the Licensee shall be permitted unless all required insurance coverage is in force and adequate proof of the coverage has been provided to Village. Failure by Licensee to maintain the aforementioned insurance policies in full force throughout the term of this License shall result in termination of this License by the Village.

- 6. Risk Licensee assumes all risk in the operation of its vessel in connection with this License, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, and hereby covenants and agrees to indemnify and hold harmless and to defend or be responsible for the cost of the defense of the Village and its officers and employees from any and all claims, suits, losses, damages or injury to person or property of whatsoever kind and nature, whether direct or indirect, arising out of said operation of vessel, unless caused or permitted by act or omission of the Village or its agents. Such indemnity shall include all costs for defense of any such legal claims, including but not limited to reasonable attorney's fees.
- 7. Changed Circumstances Neither party shall be liable for failure to perform its part of this least when such failure is due to *force majeure*, fire, hurricane, strikes or similar labor disturbances, industrial disturbances, war, civil commotion or riot, insurrection and/or other causes beyond the control of the parties. The Licensee and the Village hereby waive any and all rights to claims for compensation from each other for any and all loss or damage sustained as a result of such causes beyond the control of the parties. Also the Licensee and the Village hereby forever License and discharge each other and each other's officers and agents from any liability for any and all loss or damage sustained as a result of the causes aforesaid.
- 8. <u>Notices</u> All notices given to the Licensee may be served by mailing the same to the Licensee at the address set forth above, or by delivering a copy thereof to an officer of the Licensee in person. All notices to be given to the Village shall be delivered to a person in charge at Greenport Village Hall or mailed to the Village at the address set forth above.
- 9. <u>No Agency Created</u> Nothing herein contained shall create or be construed as creating a joint venture or any other agency between the Village and Licensee, or to constitute

the Licensee as agent of the Village, nor the Village as agent of Licensee. The relationship of the Licensee to the Village is that of an independent private business.

- 10. <u>Signage and Advertising</u> Signs erected or changed by Licensee at the Dock are subject to the prior written approval of the Village, which approval shall not be unreasonably withheld, provided all such signs fully conform to all governmental regulations, and provided all costs, including obtaining necessary permits, are paid for by Licensee.
- 11. <u>Personnel</u> Licensee agrees to employ sufficient staff to operate in accordance with the terms and conditions of this License, to properly serve customers, and to maintain adequate standards of housekeeping and sanitation both at the Dock and in the parking area used by its customers.
- 12. Maintenance, Repair and Alterations All equipment covered by this License and used by the Licensee in operating under this License shall be maintained and kept in good repair by Licensee at its own expense and surrendered by the Licensee to the Village at the expiration of termination of this License to the Village in as good condition as when received, reasonable wear and tear and loss from casualty excepted. Licensee shall not make any alterations, additions, or improvements on or to the premises without the prior written consent of the Village. All such alterations, additions, or improvements shall be surrendered to and become the property of the Village and remain on the premises as part thereof at the termination of this License without disturbance, molestation or injury. Nothing contained in this provision shall prevent Licensee from removing property belonging to Licensee which can be easily removed without damage to the real property. The Village shall maintain the premises, including the Dock and all other property under its control affecting commerce at said dock, in accordance with applicable safety standards, codes and ordinances.
- 13. <u>Vehicles</u> Vehicles must be parked in areas so designated by Sublessor, and Licensee shall be responsible for the parking of vehicles in an orderly manner in the designated areas. The Licensee agrees to have all deliveries of supplies to his vessel made to such locations, on such days and at such times of day as the Village shall reasonably approve. Additional emergency deliveries may be made at other times.
- 14. <u>Federal, State and Municipal Law</u> Licensee agrees not to use, nor suffer or permit any person to use in any manner whatsoever, the said premises or any part thereof or any building or any vessel thereon under Licensee's exclusive control for any illegal purpose, or for

any purpose in violation of any federal state or municipal law, ordinance, rules, order or regulation or in violation of any other rule or regulation applicable to the Dock area, now in effect or hereafter enacted or adopted, and will protect, indemnify and forever save and hold harmless the Village, its officers and employees and their agents, from and against any damage, penalty, fine, judgment, expense or charge suffered, impose, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Licensee or its employees. In the event such violation should continue unabated without a *bona fide* effort to cure after 15 days notice in writing by the Village to cease and desist, The Village shall have the right and power to declare this License terminated upon thirty (30) calendar days notice to the Licensee.

Licensee shall procure at its own expense all permits and licenses necessary for legal operation of his vessel for all purposes for which it is used. The vessel covered by this License must have a valid U.S. Coast Guard Inspection Certificate and shall be a federally documented vessel. The U.S. Coast Guard operator's file number for each operator of vessels operated under this The Village must be kept on file with the Village. Failure to obtain any required licenses, permits or certificates within 60 days of the execution of this License, or prior to any special use, and to maintain such licenses, permits or certificates in full effect throughout the term of this License will constitute a breach on the License by Licensee. The operation of the vessel by other than properly licensed personnel, or without proper inspection will be cause for immediate suspension of berthing privileges.

- 15. <u>Modification</u> This License may be modified or cancelled by agreement in writing executed by the parties hereto upon such terms and conditions as may be mutually agreed upon between the Licensee and The Village but no such modification or cancellation shall be effective until so executed.
- 16. <u>Termination</u> In addition to rights of termination otherwise specifically provided in this License :
- A. The Village shall have the right to terminate this License on one hundred and eighty (180) days notice to the Licensee at any time or on 30 days written notice to Licensee if:
- (i) Licensee shall file a petition in bankruptcy, shall be adjudicated a bankrupt, shall make an assignment for the benefit of creditors, or shall have a receiver appointed for it, or;

- (ii) Licensee shall fail to duly observe or perform all of the terms, conditions and agreements herein provided within 30 days after the date on which notice specifying the details of such breach shall have been given to Licensee by the Village; provided, however, that if such breach cannot be remedied within such 30 day period, Licensee shall be deemed to have cured the breach if he undertakes to remedy the same within such 30 day period and thereafter diligently pursues such remedy to completion.
- B. Licensee shall have the right to terminate this License on 30 days notice if the Village shall fail to duly observe or perform all of the terms, conditions and agreements on its part to be observe or performed hereunder within 30 days after the date on which notice specifying the details of such breach shall have been given to the Village by Licensee; provided, however, that, if such breach cannot be remedied within such 30 day period, the Village shall be deemed to have cured the same if it undertakes to remedy the same within such 30 day period and thereafter diligently pursued such remedy to completion.
- C. Either party shall have the right to terminate the License at any time upon 365 days written notice to the other party.

17. License and Assignment

The Licensee may assign the License with the prior written consent of the Village of Greenport, which will not be unreasonably withheld, and the approval of the Metropolitan Transit Authority. The Licensee on the request of the Village will cooperate and provide financial and other information regarding the prospective assignee.

18. Location of Berth

The Village shall have the right to determine the location of the vessel on the Dock or may assign the vessel to another location on the Dock or to temporarily relocate the vessel to another location.

19. Severability - If any part of this License or the application thereof be for any reason adjudged by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such judgment shall not affect, impair or invalidate the remainder of this License, or the application thereof in other contexts, but shall be confined in its operation to the section or part of the License and the persons or circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared the intent of the parties that this License would have been entered into had such invalid application been excepted or such invalid

provision not been included.

- 20. <u>Binding Effect</u> This License shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors-in-interest, assigns, transferees and legal representatives of the parties hereto, notwithstanding any lack of formal notice to any such heirs, executors, administrators, successors-in-interest, assignees, transferees or legal representatives.
- 21. Entire Agreement It is understood and agreed that all understandings and agreements heretofore made between the parties hereto are merged in the License which alone fully and completely expresses the agreement between the parties hereto and that this License has been entered into after full investigation, neither party relying on any statement or representation of the other which is not herein contained or expressed. This License may not be modified, renewed or terminated orally.
- 22. <u>Governing Law</u> This License shall be governed by and construed and interpreted in accordance with the Laws of the State of New York.
- 23. <u>Headings</u> The paragraph and clause headings contained in this License are for reference purposes only and shall not affect in any way the meaning or interpretation of this License.

WITNESS WHEREOF, the parties hereto have subscribed their names and seals the date and year first above written.

Village of	Greenpo	ort	(4)	
Ву:				
George	W. Hub	bard, Jr.,	Mayor	
Peconic St	ar Asset	Corp.		·
By: <i>//</i> •	4/2	D		

State of New York, County of Suffolk

SS:

On the

day of

in the year

before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

State of New York, County of Suffolk

On the 1st day of May

in the year 202/

before me, the undersigned, personally appeared

David P. Brennan

Melf J. Euren Notarv

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

> PHILIP L. CURCIO Notary Public, State of New York NO. 02CU6129292

Qualified in Suffolk County Commission Expires August 2, 20

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