

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

November 19, 2020 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:

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

MAYOR AND VILLAGE BOARD OF TRUSTEES

PUBLIC TO ADDRESS THE BOARD



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ROBERT BRANDT
EXT. 217

Submitted: November 2, 2020
Meeting: November 19, 2020 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

Fire Department November 2020 Work Session Report

Attachments:

Fire Department November 2020 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: gfdfire@optonline.net
www.greenportfd.org

MEETING OF THE BOARD OF WARDENS

WEDNESDAY October 21, 2020

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

Warden Warren Jensen of Eagle Hose Co. #1

Wardens Antone Volinski, III and Norma Corwin of Relief Hose Co. #2

Warden Joseph Barszczewski of Star Hose Co. #3

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

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

Mary Bess Phillips, Village of Greenport/GFD Liaison

Excused: Warden Joseph Milovich of Eagle Hose Co. #1 and Warden Edward Sieban of Star Hose Co. #3.

THOSE WISHING TO ADDRESS THE BOARD – None.

READING OF THE PREVIOUS MINUTES

Motion made by Wayne Miller, seconded by Scott Hollid, to approve the minutes of the September 16, 2020 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 John Grilli, seconded by Warren Jensen, to accept the report. Motion Carried.

COMPANY OFFICERS' MEETING MINUTES- None

TREASURER'S REPORT

The Treasurer's report for the period of September 17, 2020 through October 21, 2020 was read by Secretary/Treasurer James Kalin. Motion made by John Grilli, seconded by Wayne Miller, to accept the treasurer's report as read. Motion carried. (report attached)

BILLS- None

COMMUNICATIONS

1. Suffolk County Fire Rescue reminder of mass gathering regulations- Phase 4, meetings should be less than 50 people with social distancing.. fines were increased.
2. North Sea FD Ladies Auxiliary is cancelling their Chinese auction but are having a raffle and sent tickets.
3. Greenport Rotary would like to use the meeting room on two occasions: October 29 @ 7pm for an annual reverse raffle which will be done virtually. December 4th-6th Gingerbread bidding for a fundraiser.
4. \$108 donation from Susana Leete.
5. \$150 donation from Tora Torres.
6. \$100 donation from Lynn & Amanda Hildebrand.

7. Letter from the Village of Greenport regarding the cancer policy. They need an updated list of members who will meet the cancer policy guidelines.

Motion by W. Jensen, seconded by N. Corwin, to file and/or forward all communications and deposit the donations into the appropriate accounts.
Motion carried.

APPLICATIONS FOR MEMBERSHIP-

William Cosby- reapplied, but there is no company attached to it.

REPORTS OF COMMITTEES

Buildings and Grounds – No Report.

Bylaws- No Report.

Finance- No Report.

Fire District- 1st Asst Chief James Kalin reported that he went to Southold Town Fire District Officer's Association meeting last Thursday and they had two representatives from Stonybrook University Hospital who talked about the expansion of the paramedic program to a 24 hour car. It is scheduled for January 6th. They would like to have the paramedic stay at GFD for the 12 hour shift so he will be stationed in Greenport. He would not be responding to Alpha & Beta calls if there is a higher call. The more severe calls will be his priority. GFD will work out the details of the accommodations with Stonybrook. W. Jensen asked about the cost. Chief Kalin said they are picking up the cost. It is a trial program for a year.

Pre-Incident Planning- No Report.

Service Awards- They are finally working again at Penflex in Latham, NY but at 50% staffing level. They are in the process of doing the reports. W. Jensen mentioned that we usually start looking at proposed changes at this time. 1st Asst Chief James Kalin said that GFD usually does that in November.

Recruitment- No Report.

Casualty Fund- No Report.

Funeral- Chief Manwaring said that the funeral flags came in and are in the Chief's office if anyone wants to see them.

Communications- Chief Manwaring reported that Andrew from I.W.T. finally answered and said he hasn't heard anything. James Kalin has to send a letter requesting the codes on GFD letter head. He still wants to be GFD's radio guy.

Trips & Travel- No Report.

COMPANY REQUESTS

Eagle Hose Co. #1- new Sawzall, generators need servicing, radios, flashlights.

Relief Hose Co. #2- asking what the status on the truck is. Chief Manwaring said they changed the coolant today, but batteries keep going dead. they will be charged tonight.

Star Hose Co. #3- Budget items.

Standard Hose Co. #4- Flammable storage cabinet, name tag for Grattan for turn out gear, helmet shields for Zamayar and Morris, Fastboard for RIT team, Leaf blower, estimate on AC system, estimate for roof, Sawzall, would like to do the turkey shoot Nov 21st in the engine bay- social distanced.

Phenix Hook & Ladder Co. #1- Budget items, new truck.

Rescue Squad- As per finance report.

Fire Police- Budget items.

Water Rescue-Budget items.

UNFINISHED BUSINESS –

1. Norma Corwin asked about the conversation last meeting about the Chief investigations. Chief Wayde Manwaring said that David Nyce said for everyone to come up with ideas and bring them to the next Company Officer's meeting.

REPORTS OF DELEGATES- No Report.

NEW BUSINESS- No Report.

GOOD OF THE DEPARTMENT

1. Chief Wayde Manwaring said that bids for the training RFP was opened on 10/10- unofficially. He has not heard anything from the Village except an email that said unofficial on it. The bids came in for Firehouse Training Plus for \$10,500. He was the only one that bid on it. Mary Bess Phillips questioned if Wayde received anything from the Village. Chief Wayde Manwaring said the only thing he received stated unofficial.
2. Chief Manwaring reported that again unofficial: Bids for the old 8-3-4 opened on 10/10. Only one bid- Christopher Winters for \$6,116. Chief Manwaring handed out a list of things that were wrong with the Fire House that needs to be fixed. He made a priority list with Robert. The sewer system would be first, electrical work, new ambulance, new Chief's car, radio room, then bail out system. He has another meeting with Robert on Friday. They came up with estimates for Chief's car, radio room, ambulance, and AC system based on old quotes. Warren Jensen brought up that the kitchen should be on the priority list because it is a safety hazard- there are holes in the floor. That needs to be taken care of immediately. Chief Wayde Manwaring will bring it up to Robert.
3. 1st Asst. Chief James Kalin brought up the Fire Fighter Cancer roster and said that it is due October 30th. They sent a roster from a year and a half ago. Some names will need to be removed. Names will be added as well. You need 5 years of fit testing and physicals and be an interior firefighter. People that used to be interiors who are not anymore are not covered. More discussion ensued about exteriors not being covered even though they are being exposed.
4. Chief Wayde Manwaring wanted to say thank you to the Rescue Squad for doing a heart save last week. There will be a letter sent to REMSCO about that. From what he put together it was a great team effort. W. Jensen asked if it was the one from Peconic Landing. Chief Manwaring said that it is. W. Jensen said that he wants to make sure the EMT's from Peconic Landing that are not actually members are also recognized. Chief Manwaring said that they are all in the report.

5. There was a walk through of the Vineyard View. During that, they noticed that the hydrants and pump house had the wrong threads on it. It will be repaired ASAP. He said there will be signs showing which buildings are where. When you pull in on your left building 1 will be right there and then will go counterclockwise. A stair chair is going to need to be used for patient transport in all the upstairs apartments. Warren Jensen mentioned that there is a fire pump on site and domestic supply. There is a 1500 gallon a minute diesel pump in a building off to the side which triggers off low pressure.
6. Chief Wayde Manwaring asked about Washington's birthday and what the Warden's wanted to do. Peter Harris said we should send the invitation letters but say subject to change due to COVID restrictions. Warren Jensen said that we should start brainstorming what we should do for it. Motion made by Warren Jensen, seconded by Wayne Miller, to proceed with Washington's Birthday, but make an addendum to the letter. Motion Carried.
7. 1st Asst Chief James Kalin said he went to the Southold Town Chief's meeting on Monday at Mattituck FD. (It was for the sitting Chief's only.) Mattituck has bought their bail out ropes. They had to do 3-4 hours of initial training on it and then retrain every year. We will be contacting Firematic to get an idea of how much Mattituck spent and for how many units because we will need a price for the future.
8. There is a new fire coordinator for Southold Town from the Mattituck FD.
9. Cutchogue Fire Dept. is holding a Fire Police refresher on the 29th at the Fire house. Chief Kalin will put a poster out.
10. Shelter Island is having a Hazmat refresher November 5th.
11. GFD is holding a meeting of the Chiefs on December 21st for active sitting Chiefs only.
12. Suffolk County Fire Rescue and Emergency Services is looking at a 20% reduction in expenses this coming year. Fire training has been reduced for next year to 5 training site evolutions.
13. Peter Harris asked how its possible to only have \$33.00 in the apparatus replacement fund. Mary Bess Phillips reported that the May 31st financials were just reviewed by the auditors so there are general ledger transfers that have to take place. You have to see what the balance of the revenue and expenses are for the 2019-2020 budget which is not completed yet. The \$33.00 is what's left over after paying for the last fire

engine. The transfer has not taken place yet. Wayne Miller asked about the bonds that were paid off. He said that would be a couple hundred thousand dollars a year. That should put us up over a couple hundred thousand in the truck reserve. Mary Bess Phillips said again, it depends what comes off on the end of the 2019-2020 budget. Peter Harris asked when we would find out how much money was left from the 2019-2020 budget. Mary Bess Phillips said it is being worked on now- probably not this work session, but next work session you will start to see the budget transfers.

14. Chief Wayne Manwaring asked if we should act on the two bids. 1st Asst Chief James Kalin said we shouldn't act on them until we see the actual paperwork for them. Mary Bess Phillips said that her understanding was that GFD was supposed to receive that actual paperwork the next day. Mary Bess Phillips said she will talk to The Mayor. The problem is that it is not going to be acted on now until November. Mary Bess Phillips said that GFD can call a special meeting of the Board of Warden's and ask at the next work session that the Village Board approve it and then ratify it at the regular Board meeting.
15. Antone Volinski III said that his company would like to see the 5 points given to all department members rather than just those who need it. Warren Jensen asked if there was guidance put out on it. 1st Asst. Chief James Kalin said that it is up to The Board to do it the way you want, if any doubt, give it to everyone. Motion made by Antone Volinski III, seconded by Scott Hollid, to give 5 points a month to all members during the pandemic following Governor orders. Motion Carried.
16. Motion made by Wayne Miller, seconded by Peter Harris, to accept both requests for use of the meeting room for Greenport Rotary. Motion carried.

READING OF THE MINUTES

Motion by A. Volinski III, seconded by P. Harris, to dispense with the reading of the minutes of tonight's meeting. Motion carried.

ADJOURNMENT



Motion by P. Harris, seconded by W. Jensen, to adjourn. Motion carried. The meeting was adjourned at 8:15pm.

Submitted by,

Rebecca J. McKnight

Recording Secretary



GREENPORT FIRE DEPARTMENT
TREASURERS REPORT
09/17/2020 thru 10/21/2020

GENERAL FUND	<u>beginning balance</u>	\$ 14,343.05
<u>expenditures</u>	PO Box Rent	- \$112.00
	Gpt. IGA	- \$31.90
	<u>ending balance</u>	<u>\$14,199.15</u>

WOODS TRUST	<u>balance unchanged</u>	<u>\$25,000.00</u>
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MEMORIAL FUND	<u>balance unchanged</u>	<u>\$1,376.13</u>
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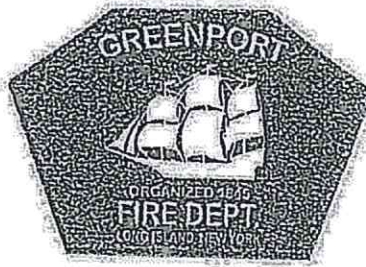
MAY MILE FUND	<u>beginning balance</u>	\$ 20,995.83
<u>expenditures</u>	bell mon. cleaning	\$ - 1,800.00
	<u>ending balance</u>	<u>\$ 19,195.83</u>

WASH. B'DAY FUND	<u>balance unchanged</u>	<u>\$2,230.92</u>
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RESCUE SQUAD 2% FUND	<u>balance unchanged</u>	<u>\$1,789.48</u>
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submitted by James H. Kalin, Secretary-Treasurer

CHIEF WAYDE MANWARING
 1ST ASST CHIEF JAMES KALIN
 2ND ASST CHIEF ALAIN DeKERILLIS
 CHAPLAIN FRANK MUSTO
 CHAPLAIN CLAUDE KUMJIAN
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 GREENPORT, NY 11944
 Email: gldfire@optonline.net
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Greenport Fire Department Monthly Report For the Month of October, 2020

Number of calls this month: 91

Number of Calls to Date: 710

Breakdown of calls by signal numbers:

9 (stand-by):	0
12 (brush fire):	0
13 (auto alarm, smoke, etc.):	16
13-35 (working structure fire):	0
14 (vehicle fire):	0
16 (ambulance/rescue):	63
16-23 (mva, water rescue, misc.):	6
16-59 (routine transport):	0
23 (co detector, medi-vac):	6
24/13-35 (mutual aid; working structure fire):	0
24/16 (mutual aid; ambulance/rescue):	0
24/16-23 (mutual aid; mva):	0
24/23 (mutual aid; misc., water rescue):	0
26 (boat fire):	0

Breakdown of calls by location

Incorporated Village:	37
East/West Protection District:	54
Other:	0

Prepared by: James Kalin, Secretary-Treasurer 011/1/2020

GREENPORT FD November 2020

DUTY COMPANIES 8-3-1 & 8-3-4 FIRST DUE ON SIGNAL 24s = 8-3-1

OFFICE 631.477.1943 gfdfire@optonline.net

FAX 631.477.4012 gfdsec@optonline.net

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 RELIEF HOSE mtg STANDARD HOSE mtg	3 EAGLE HOSE mtg	4	5	6	7
8	9 STAR HOSE mtg	10 RESCUE SQUAD mtg FINANCE COMM. mtg	11 PHENIX H&L mtg	12 Company Officers 7pm Sta #1	13	14
15	16 Dept. Physicals Air Pack Training Sta. #1 7pm	17 Fire Police mtg. Sta. #1 6pm	18 WARDENS mtg 7pm Dept. Physicals	19	20	21
22	23 CME Class Sta. #1 7pm	24	25	26 <i>Thanksgiving</i>	27	28
29	30 CME Class Sta. #1 7pm	Chief Wayde Manwaring 631.644.5430	1st. Ass't. Chief Jim Kalin 631.466.5294	2nd. Ass't. Chief Alain DeKerillis 631.208.7506		

Important future dates:

December physicals - Monday, Dec. 14 and Wednesday, Dec. 16

Southold Town Chiefs' Council dinner and meeting at Greenport FD Monday, Dec. 21 (sitting chiefs only)

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
1																										
2	Greenport Fire Department period ending October 31, 2020																									
3																										
4																										
5	Aguilera, Hermogenes		47	23	%	25	10	2	%	0	0	8	10	25	1	0	35	104						X	X	X
6	Barszozewski, Joseph	W	32	16	%	25	11	2.2	%	0	0	18	11	3	0	8	35	100						X	X	X
7	Birmingham, Kenneth		2	1	%	0	0	0	%	0	0	6	3	3	0	0	35	47			X			X	X	X
8	Breese, Harry	D	53	26	%	25	1	0.2	%	0	0	9	7	3	1	3	35	83			X			X	X	X
9	Britt, Harley		61	30	%	25	35	6.9	%	0	0	7	8	25	3	0	35	103						X	X	X
10	Bumble III, Charles		6	3	%	0	2	0.4	%	0	0	4	7	0	0	0	35	46								
11	Bumble, Samantha		3	1.5	%	0	1	0.2	%	0	0	5	2	3	0	0	35	45			X			X	X	X
12	Butler, Michael		44	22	%	25	4	0.8	%	0	0	6	8	3	0	0	35	77			X			X	X	X
13	Capon, George		38	19	%	25	63	12	%	25	0	10	10	3	1	0	35	109			X			X	X	X
14	Carey, Patrick		22	11	%	25	17	3.4	%	0	0	6	7	3	0	0	35	76			X			X	X	X
15	Carrig, Melinda		0	0	%	0	0	0	%	0	0	0	1	0	0	0	35	36								
16	Charters, Gary		0	0	%	0	0	0	%	0	0	2	1	3	0	0	35	41						X	X	X
17	Clark III, Henry		0	0	%	0	0	0	%	0	0	5	2	0	0	0	35	42								
18	Clark, James	S	60	30	%	25	7	1.4	%	0	0	9	6	3	1	5	35	84						X	X	X
19	Clark, Jeffrey		87	43	%	25	3	0.6	%	0	0	10	13	3	1	0	35	87			X			X	X	X

points as of OCTOBER 31, 2020 prepared by James H. Kalin, Secretary

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
	elect/app	# Fire	%	pts	# EMS	%	pts	%	pts	st/by	mtgs	misc	train	drill	pos(dis)	C19	points	phys	haz	bb	wp/sh	yap			
4																									
20	Corazzini, Jeffrey	(L)	0	0	0	0	0	0	0	0	0	0	0	0	0	1.25	35	36.25							
21	Corazzini, Warren		1	0.5	0	0	0	0	0	0	0	0	0	0	0	0	35								
22	Corwin, Everett		70	35	25	183	36	25	25	0	9	15	4	1	0	0	35	114	X	X	X				
23	Corwin, Norma	W,C	62	31	25	190	37	25	25	1	20	15	6	7	16	35	150	X	X	X	X		X		
24	Corwin, Raymond		6	3	0	7	1.4	0	0	0	1	0	3	0	0	35	39		X	X	X				
25	Corwin, Robert E.	L,D	65	32	25	205	40	25	25	1	20	12	11	7	8	35	144	X	X	X	X		X		
26	Corwin, Robert J.		16	7.9	0	53	10	25	25	0	2	2	2	4	0	5	40	X						X	
27	Corwin, Scott		21	10	25	5	1	0	0	0	5	5	2	0	0	35	72	X	X				X		
28	Costas, Tom		16	7.9	0	33	6.5	0	0	0	4	8	3	0	0	35	50		X	X			X		
29	Creedon, Daniel	S	128	63	25	359	71	25	25	0	11	9	10	2	5	35	122	X	X	X	X		X		
30	DeFrancesco, James	L	19	9.4	0	31	6.1	0	0	0	10	10	3	3	3.75	35	64.75	X	X	X	X		X	X	
31	De Kerillis, Alain	CH(T,L)	110	54	25	226	45	25	25	1	20	12	12	8	20.25	35	158.3	X	X	X	X		X	X	
32	Detrick, Gary		1	0.5	0	0	0	0	0	0	3	2	0	0	0	35	40								
33	Diaz, Juan		0	0	0	0	0	0	0	0	2	0	1	1	0	10	14								
34	Ellis, Scott		4	2	0	25	4.9	0	0	0	2	2	6	0	0	35	45		X	X	X		X		
35	Ferguson, Peter		40	20	25	6	1.2	0	0	0	2	4	25	2	0	35	93		X	X	X		X	X	
36	Ferrari, Dakota		4	2	0	2	0.4	0	0	0	3	9	25	0	0	35	72		X	X	X		X		
37	Ficurilli, Michael		77	38	25	5	1	0	0	0	8	6	3	1	0	35	78		X	X	X		X	X	

points as of OCTOBER 31, 2020 prepared by James H. Kalin, Secretary

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
	elect/app	# Fire	%	pts	# EMS	%	pts	%	pts	st/by	mtgs	misc	train	drill	pos(dis)	C19	points	phys	haz	bb	wp/sh	yap			
38	Flora, Michael	L	1	0.5	0	2	0.4	0	0	0	1	1	2	0	5	35	44		X	X					
39	Golden, Danielle		0	0	0	0	0	0	0	0	0	0	0	0	0	35	35								
40	Grattan, Timothy		36	18	25	4	0.8	0	0	0	8	3	3	2	0	35	76	X	X	X	X				
41	Gray, Sally Anne	L	19	9.4	0	83	16	25	0	0	5	7	15	2	3,75	35	92.75	X	X	X	X				
42	Grilli, Jared		0	0	0	0	0	0	0	0	1	0	0	0	0	35	36								
43	Grilli, Jennifer		0	0	0	1	0.2	0	0	0	6	7	3	0	0	35	51	X	X	X	X				
44	Grilli, John	W	2	1	0	1	0.2	0	0	0	15	9	3	1	8	35	71	X	X	X	X				
45	Hamilton Jr, Robert	D	79	39	25	12	2.4	0	0	0	8	10	3	2	3	35	86		X	X	X				
46	Hanold, Christopher	C	24	12	25	30	5.9	0	0	0	11	10	8	2	8	35	99	X	X	X	X				
47	Hanold, Christopher, Jr.		0	0	0	0	0	0	0	0	5	2	0	1	0	35	43								
48	Harris, Cliff	C	20	9.9	0	2	0.4	0	0	0	7	7	3	0	8	35	60		X	X	X				
49	Harris, Peter	L,T,W	65	32	25	10	2	0	0	0	18	14	3	1	18	35	114	X	X	X	X				
50	Harvey, Russell		75	37	25	13	2.6	0	0	0	7	7	10	6	0	35	90	X	X	X	X				
51	Hays, Spencer		25	12	25	0	0	0	0	0	6	9	18	1	0	35	94	X	X	X	X				
52	Hollid, Scott	W, [C]	48	24	25	3	0.6	0	0	0	14	10	3	0	8	35	95		X	X	X				
53	Hubbard Jr, George		27	13	25	3	0.6	0	0	0	9	15	3	1	0	35	88	X	X	X	X				
54	Hughes, Colleen	S	22	11	25	65	13	25	0	0	8	6	9	0	5	35	113	X							
55	Huzsek, Andrew H		92	46	25	12	2.4	0	0	0	10	9	4	1	0	35	84	X	X	X	X				

points as of OCTOBER 31, 2020 prepared by James H. Kallin, Secretary

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
	elect/app	# Fire	%	pts	# EMS	%	pts	pts	st/by	mtgs	misc	train	drill	pos(dfs)	C19	points	phys	haz	bb	wp/sh	yap				
4																									
56	Hydell, Carol	L	24	12	%	25	13	2.6	%	0	0	13	14	9	1	5	35	102	X	X	X	X	X	X	
57	Hydell, Charles	C	53	26	%	25	20	3.9	%	0	0	14	13	8	1	8	35	104	X	X	X	X	X	X	
58	Jensen, Warren	W	62	31	%	25	7	1.4	%	0	0	14	11	3	1	8	35	97	X	X	X	X	X	X	
59	Jester, Robert		4	2	%	0	0	0	%	0	0	2	8	3	0	0	35	48		X	X	X	X	X	
60	Jimenez, Susano		4	2	%	0	0	0	%	0	0	4	2	3	0	0	35	44		X	X	X	X	X	
61	Jobes, Craig		37	18	%	25	44	8.7	%	25	0	4	0	6	2	0	20	82							X
62	Johnson, Craig	L	46	23	%	25	120	24	%	25	0	7	11	3	2	5	35	113		X	X	X	X	X	X
63	Kalin, James	CH,T	182	90	%	25	419	83	%	25	0	20	11	12	2	25	35	155	X	X	X	X	X	X	X
64	La Du, Claudia		0	0	%	0	0	0	%	0	0	0	0	0	0	0	35	35							
65	Land, Shannon		0	0	%	0	1	0.2	%	0	0	0	0	0	0	0	35	35							
66	Luke, Alexander		95	47	%	25	54	11	%	25	0	8	15	9	2	0	35	119		X	X	X	X	X	
67	Maloney, Michael	L	7	3.5	%	0	8	1.6	%	0	0	8	10	4	1	3.75	35	61.75		X	X	X	X	X	X
68	Manwaring, Julia		79	39	%	25	91	18	%	25	0	15	15	10	1	0	35	126		X	X	X	X	X	
69	Manwaring, Wayde	CH	166	82	%	25	219	43	%	25	0	20	15	10	2	25	35	157		X	X	X	X	X	
70	Marzewski, Macy		7	3.5	%	0	0	0	%	0	0	6	7	3	1	0	35	52		X	X	X	X	X	
71	Martocchia, Jerome		8	4	%	0	28	5.5	%	0	0	1	4	3	1	0	35	44		X	X	X	X	X	

points as of OCTOBER 31, 2020 prepared by James H. Kalin, Secretary

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
	elect/app	# Fire	%	pts	# EMS	%	pts	pts	pts	st/by	mtgs	misc	train	drill	pos(dis)	C19	points	phys	haz	bb	wp/sh	yap			
72	Mazzei, Aileen	S, T	0	0	0	1	0.2	0	0	0	6	7	3	0	8.75	35	59.75	X	X	X					
73	Melly, Megan	(L)	0	0	0	0	0	0	0	0	0	0	0	0	1.25	35	36.25								
74	Miller, Peter		16	7.9	0	17	3.4	0	0	0	2	3	0	1	0	35	41							X	
75	Miller, Wayne	W	29	14	25	1	0.2	0	0	0	16	8	3	0	8	35	95		X	X			X		
76	Mills, William, III		0	0	0	0	0	0	0	0	2	0	0	0	0	35	37								
77	Milovich, Jr., Joseph	W	52	26	25	10	2	0	0	0	11	8	3	1	8	35	91	X	X	X			X		
78	Morris, Gregory		25	12	25	1	0.2	0	0	0	5	6	25	2	0	35	98		X	X			X	X	
79	Musto, Francis	S, Ch	100	50	25	187	37	25	25	0	16	15	6	3	8.75	35	133.8	X	X	X			X		
80	Mysiborski, Henry		0	0	0	0	0	0	0	0	8	5	3	0	0	35	51	X	X	X			X		
81	Mysliborski, Linda		1	0.5	0	11	2.2	0	0	0	2	1	0	0	0	5	8	X							
82	Narkiewicz, Piotr		7	3.5	0	19	3.7	0	0	0	0	0	5	1	0	5	11								
83	Nedoszytko, William	S	0	0	0	0	0	0	0	0	6	1	3	0	5	35	50		X	X			X		
84	Nyce, David	C, (W,L)	143	71	25	157	31	25	25	0	20	13	25	3	9.25	35	155.3	X	X	X			X	X	
85	O'Brien, Michael		0	0	0	0	0	0	0	0	5	1	0	0	0	35	41								
86	Piel, Jeffrey		4	2	0	3	0.6	0	0	0	7	1	5	1	0	35	49								
87	Pirillo, James A.		93	46	25	4	0.8	0	0	0	10	9	4	1	0	35	84		X	X			X		
88	Pope, George	(D)	84	42	25	94	19	25	25	0	7	6	4	1	0.75	35	103.8		X	X			X	X	

points as of OCTOBER 31, 2020 prepared by James H. Kallin, Secretary

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
	elect/app	# Fire	%	pts	# EMS	%	pts	st/by	mtgs	misc	train	drill	pos(dts)	C19	points	phys	haz	bb	wp/sh	yap					
89	Purcell, Bernard	173	86%	25	207	41%	25	0	7	14	8	5	0	35	119	X	X	X	X	X					
90	Purcell, Ryan	6	3%	0	5	1%	0	0	8	7	3	0	0	35	53	X	X	X	X	X					
91	Quillin, Michael	45	22%	25	2	0.4%	0	0	9	10	4	2	3	35	88	X	X	X	X	X					
92	Raynor, Dale	46	23%	25	23	4.5%	0	0	6	9	3	1	0	35	79	X	X	X	X	X					
93	Reed, Taylor	33	16%	25	6	1.2%	0	0	3	1	7	2	0	15	53										
94	Reiss, Helen	58	29%	25	218	43%	25	0	13	9	11	2	8	35	128	X	X	X	X	X					
95	Rempe Jr, Fred	35	17%	25	94	19%	25	0	2	6	3	0	0	35	96		X	X	X	X					
96	Richter, Michael	24	12%	25	95	19%	25	0	16	4	5	0	10	35	120	X	X	X	X	X					
97	Rosa, Lisa	26	13%	25	8	1.6%	0	0	11	14	9	1	0	35	95	X	X	X	X	X					
98	Ruffner, William	0	0%	0	0	0%	0	0	0	1	0	0	0	35	36										
99	Rung, Rosalie	19	9.4%	0	161	32%	25	0	8	5	5	0	5	35	83		X	X	X	X					
100	Rutkowski, Stephen	99	49%	25	214	42%	25	1	20	15	8	5	10.25	35	144.3	X	X	X	X	X					
101	Sieban, Edward	1	0.5%	0	2	0.4%	0	0	16	9	12	0	13	35	85		X	X	X	X					
102	Skrezec, John	21	10%	25	40	7.9%	25	0	5	8	3	0	0	35	101	X	X	X	X	X					
103	Spanos, James	32	16%	25	3	0.16%	0	0	5	1	3	0	0	35	69		X	X	X	X					
104	Spinozzi, Matthew	18	8.9%	0	34	6.7%	0	0	1	2	0	1	0	35	39										X
105	Staples, Halsey	66	33%	25	106	21%	25	0	6	1	3	1	0	35	96	X	X	X	X	X					
106	Strickland, Samuel	48	24%	25	74	15%	25	0	9	3	9	5	0	20	96	X									X

points as of OCTOBER 31, 2020 prepared by James H. Kalin, Secretary

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	elect/app	# Fire	%	pts	# EMS	%	pts	%	pts	st/by	migs	misc	train	drill	pos(dis)	C19	points	phys	haz	bb	wp/sh	yap			
4.																									
107	Swetland, Jessica	6	3	0	12	2.4	0	2.4	0	0	1	1	0	1	0	20	23								X
108	Tamin, John	81	40	25	96	19	0	19	25	0	10	12	3	1	0	35	111	X	X	X	X				
109	Tejada, Yira	9	4.5	0	18	3.6	0	3.6	0	0	4	6	12	2	0	35	59	X	X	X	X				X
110	Thorp, Thomas	22	11	25	7	1.4	0	1.4	0	0	5	2	4	2	0	35	73	X	X	X	X				
111	VanEtten, George	41	20	25	10	2	0	2	0	0	6	10	3	2	0	35	81	X	X	X	X				
112	Verley, Joseph, Jr.	2	1	0	0	0	0	0	0	0	5	2	25	0	0	35	67		X	X	X				
113	Verity, Michael	0	0	0	0	0	0	0	0	0	0	1	0	0	0	35	36	X							
114	Volinski, Antone, III	44	22	25	152	30	0	30	25	0	18	12	8	1	8	35	132	X	X	X	X				
115	Volinski, Darryl	12	5.9	0	35	6.9	0	6.9	0	0	2	5	6	0	0	35	48		X	X	X				
116	Walters, Joseph	0	0	0	0	0	0	0	0	0	6	2	3	1	0	35	47	X	X	X	X				
117	Weingart, Jeffrey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	35	35								
118	Wright, William	44	22	25	103	20	0	20	25	0	11	9	3	0	3.75	35	111.8		X	X	X				
119	Zaymayar, Elias	133	66	25	38	7.5	0	7.5	25	0	12	12	5	4	3.75	35	121.8		X	X	X				X
120	Zurek, Gregory	35	17	25	8	1.6	0	1.6	0	0	10	7	3	1	0	35	81	X	X	X	X				
121	Zurek Jr, Stanley	32	16	25	5	1	0	1	0	0	13	8	3	1	0	35	85		X	X	X				
122																									

points as of OCTOBER 31, 2020, prepared by James H. Kellin, Secretary



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

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

CLERK
SYLVIA PIRILLO, RMC
EXT. 205

TREASURER
ROBERT BRANDT
EXT. 217

Submitted: November 12, 2020
Meeting: November 19, 2020 7:00 PM
Work Session Meeting
To: Mayor George W. Hubbard, Jr.
Board of Trustees
Prepared By: Paul Pallas, P.E. Village Administrator
From: Paul Pallas, P.E. Village Administrator
Department: Village Administrator

Work Session

Work Session Report for Road and Utilities

November 19, 2020

Administrator's Office

Statistics

Work Orders:

Electric = 43 Written, 43 Completed
Water = 9 Written, 9 Completed
Sewer = 53 Written, 53 Completed
Road = 102 Written, 102 Completed

Reports

❖ DOH-360: This is a monthly report for bacteriological presence and residual chlorine levels, it was sent on 10-05-2020. 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 10-05-2020.

Discussion

- Ferry Project update
- Microgrid Status Update
- Effluent Reuse EFC Status Update
- Sidewalks/Curbs update

Resolutions

- Central Pump Station Replacement
- 5th St. Donation/Bathroom Renovation
- Pump station Maintenance

Road/Water Department

Statistics

Water Distribution:

11,483,000 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 = 0.67 mg/L

Third Street Firehouse - Kitchen Sink
Total Coliform = Absent
E Coli = Absent
Residual Chlorine = 0.79 mg/L

The form, DOH-360, was filed with the DOH on October 5, 2020 with the above results.

Report

Tasks Accomplished:

- ❖ Performed all normal highway tasks including cleaning of vandalized stop signs, road patching and street sweeping.
- ❖ Cleaned storm drains.
- ❖ Completed monthly 811 paperwork.
- ❖ Completed water samples, completed monthly meter orders, did mark outs and performed maintenance on water machines.
- ❖ Assisted with vouchers at village hall.
- ❖ Replaced missing Covid-19 signs around village.
- ❖ Removed tree from dead end of 4th street and replanted it at the polo grounds.
- ❖ Installed new bench and plaque at Mitchell Park and installed bench at 4th St. Road End.
- ❖ Performed monthly vehicle maintenance including installation of salter and painting of G-9 and repair of hose on sweeper.
- ❖ Performed tree work including trimming plow route, trimming by Sterlington, and removal of two fallen trees on Moore's Lane
- ❖ Performed snowplow and salter maintenance in preparation of winter season.
- ❖ Performed sidewalk grinding from 508-510 Main Street.
- ❖ Performed Chainsaw maintenance.
- ❖ Cleaned up sand at dead end on 5th street.
- ❖ Worked on minor clearing of walking trail on Moore's Lane.

Sewer Department

Flow and Sampling:

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

Total plant flow for the month of October = 9,151,000 gallons

Average Daily Flow = .295 (MGD) Permit Limit = .650 MGD

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

CBOD percent removal = 99% Permit Limit = 75%

Coliform Fecal General = 8.1 MPN. Permit limit 200 MPN/100

Coliform Total General = 62.5 MPN. Permit limit 700 MPN/100

Total Nitrogen = 7.1 LBS/day

Sludge Removal:

98,000 Gallons of sludge hauled in October.

Report

❖ Treatment Plant:

Scraped and painted blower cabinets on Imhoff tank

Sludge holding tank mixer repaired

Sludge pump #1 repaired

BNR Basin #1 removed from service for preventative maintenance

Contractor pumped out East clarifier due to excessive solids buildup

❖ Collection System:

Jet-rodded First St. between South and Adams St.- Cleared blockage

Replaced motor starter for Pump #2 at Ludlam Pump Station

Cleaned floats and probes at pump stations

Relocated flowmeter sensor wires at 6th St., Claudio's, Ludlam and Hospital Stations

Electric Department

Statistics

Monthly Power Usage:

Maximum usage day = October 30 @ 94.951 Mwh
Minimum usage day = October 27 @ 72.844 Mwh
Peak demand for the month = 4.816 MW October 30, 7:00 pm
Monthly total usage = 2,412,330 Mwh

Service calls/call outs = 5
Streetlight repairs = 9
Customers shut off for nonpayment = 0
Customers turned on for payment = 0
Customers turned on for the season = 0
New Services = 2

Tasks Accomplished:

- ❖ Installed new service/customer on Bridge Street and Sterling St
- ❖ East pier powered up the service panel in the 480 volt ped.
- ❖ Assisted Wastewater to diagnose 2 motors, and install aeration motor, replaced main breaker, set up to correct overload levels
- ❖ Transferred secondary services to triplex, and remove open wire secondary on Wiggins Street
- ❖ Responded to couple flickering light calls
- ❖ Ran engine #6 to test the rebuilt slip rings, significant improvement noted to voltage control
- ❖ Repaired supply to lighting at Texaco Alley
- ❖ Changed out one of the charging cables at the cable EV charging station due to fault
- ❖ No power call due to bad triplex, repaired
- ❖ Trimmed trees on lower Main St with Highway Dept.
- ❖ Wastewater, control panel for aeration motor not working, found the step-down transformer was bad, replaced and cleaned contacts in relay.
- ❖ Tested Holiday light circuit, and repaired
- ❖ Started working on holiday lights, re-lighting as needed.

Attachments:

Greenport Meter 10-2020 (PDF)

Total Usage: 2,412,330.0000 KWH
 Peak Demand: 4,816.00 KW
 Occured On: Oct 30 2020 19:00
 Load Factor: 67.33%
 Date Start: Thursday, October 1, 2020
 Date End: Saturday, October 31, 2020

Period Ending	KWH
10/1/2020	83,119.00
10/2/2020	84,961.00
10/3/2020	78,584.00
10/4/2020	75,591.00
10/5/2020	76,915.00
10/6/2020	74,362.00
10/7/2020	75,421.00
10/8/2020	73,856.00
10/9/2020	77,654.00
10/10/2020	79,035.00
10/11/2020	77,216.00
10/12/2020	76,285.00
10/13/2020	76,799.00
10/14/2020	73,869.00
10/15/2020	74,602.00
10/16/2020	79,324.00
10/17/2020	78,396.00
10/18/2020	75,903.00
10/19/2020	73,582.00
10/20/2020	74,493.00
10/21/2020	74,031.00
10/22/2020	75,570.00
10/23/2020	77,040.00
10/24/2020	76,631.00
10/25/2020	74,948.00
10/26/2020	77,258.00
10/27/2020	72,844.00
10/28/2020	75,836.00
10/29/2020	80,484.00
10/30/2020	94,951.00
10/31/2020	92,770.00



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ROBERT BRANDT
EXT. 217

Submitted: November 12, 2020
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To: Mayor George W. Hubbard, Jr.
Board of Trustees
Prepared By: Paul Pallas, *P.E. Village Administrator*
From: Paul Pallas, *P.E. Village Administrator*
Department: Village Administrator

Building

Work Session Report for Building Department & Enforcement

Office of Code Enforcement & Fire Prevention

November 19, 2020

Reports

- ❖ **Code Enforcement continues to patrol the Village and respond to complaints.**
- ❖ **Code Enforcement will begin sending out 2021 Fire Safety Inspection applications (for public places of assemblies) in December.**
- ❖ **Code Enforcement Continues to support NYS PAUSE & FORWARD Orders. These responsibilities include:**
 - Proactively speaking with business owners to ensure compliance with NYS FORWARD Order during Phased re-openings.
 - Proactively speak with restaurant owners to ensure SLA requirements are met.
 - Ensure masks/face coverings are worn and social distancing is observed on all Village sidewalks, parks, beaches, etc.

NOTES & TIPS:

Please remember that parking on Village Streets is prohibited when 2" of snow has fallen. We ask residents and guests to be proactive when snow is forecasted and have vehicles placed in driveways, or in any municipal lot prior to the snow event.

Code Enforcement Report is attached.

Building Permit Report is attached.

Traffic Enforcement Statistics Report is attached.

Attachments:

October 2020 Building (PDF)

October 2020 CODE (PDF)

October 2020 TRAFFIC (PDF)



Village of Greenport

11/1/2020

PERMIT REPORT

From: 10/01/2020 To: 10/31/2020

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Status
02838	10/2/2020	VG FENCE	6-7-24	317 Fourth St	OPEN
02843	10/21/2020	VG RESIDENTIAL - Alterations and Repair	5-2-18.1	138 Bay Ave	OPEN
02839	10/29/2020	VG RESIDENTIAL - Alterations and Repair	4-3-5	520 First St	OPEN
02840	10/29/2020	VG RESIDENTIAL - Alterations and Repair	5-1-14	152 Central Ave	OPEN



Village of Greenport Enforcement Report

CODE ENFORCEMENT & FIRE PREVENTION

November 1, 2020

Monthly Report
 REPORT COVERING
 10/01/2020 through 10/31/2020

Incorporated Village

LOCATION	DATE	FACTUAL	DISPOSITION
407 Main Street Greenport, New York 11944	10/1/2020	Stop Work Order	Property has commenced work requiring a building permit prior the approval of the Planning Board. Applicant has stopped work and will not be able to open until Planning Board approval has been granted.
507 Third Street Greenport, New York 11944	10/7/2020	Multiple Violations	Property owner issued several violations for neglecting property. This matter is currently in litigation.
200 Fourth Street Greenport, New York 11944	10/7/2020	Overgrown shrubs	Property owner issued notice for overgrown shrubs. Property owner advised there is a drainage issue. Code Enforcement continues to monitor area.
124 Ludlum Place Greenport, New York 11944	10/7/2020	ONLINE COMPLAINT	Complainant states music coming from property at 2pm & 4:30pm. Code Enforcement will continue to monitor area and check in with PD.
27 Front Street Greenport, New York 11944	10/7/2020	Street Encumbrance	Manager of restaurant advised that the Village is receiving several complaints of large vehicles hitting umbrellas hanging into street from parklet. Manager order to remove umbrellas or ensure umbrellas are in line with end of parklet. Compliance achieved.
100 Main Street Greenport, New York 11944	10/12/2020	ONLINE COMPLAINT	Complaint of stagnant water at dumpster. Advised by property management that they have hired contractor to fix drainage problem.
I/V/O Third Street and Adams Street, Greenport, New York 11944	10/12/2020 10/15/2020	ONLINE COMPLAINT	Complaint of noisy rooster. Investigation determined location and violation has been corrected.
Third Street Basketball Courts Greenport, New York 11944	10/13/2020	ONLINE COMPLAINT	Complaint of garbage and debris on property. Unfounded. Adjacent property owner advised to remove mattress, which was removed.

LOCATION	DATE	FACTUAL	DISPOSITION
717 Main Street Greenport, New York 11944	10/14/2020	Stop Work Order	Property has commenced work requiring a building permit. Property owner has since obtained permit.
UNKOWN LOCATION Greenport, New York 11944	10/15/2020	ONLINE COMPLAINT	Complainant states landscape work being done at 7:55am. No violation.
18 South Street Greenport, New York 11944	10/19/2020	Illicit Stormwater Connection	Property has storm drains connected to sewer. Notice of Violation issued. Property now in compliance at per WWTP.
316 Fourth Street Greenport, New York 11944	10/19/2020	LP Tanks	Complaint of LP tanks too close to property. Property issued Notice of Violation and are actively seeking relocation of tanks with company.
624 Main Street Greenport, New York 11944	10/19/2020	ONLINE COMPLAINT	Complaint of people drinking alcohol in their driveway. No violation.
433 Main Street Greenport, New York 11944	10/21/2020	Neighbor Dispute	Property owners disputing over location of scaffolding for permitted work. Property owners compromised on times and days' work will commence.
336 Second Street Greenport, New York 11944	10/23/2020	Street Encroachment	Large logs placed in street in front of the property. Notice of Violation issued, Logs have since been removed.
440 Sixth Street Greenport, New York 11944	10/28/2020	Illegal Signs	Complainant states signs placed on Village property. Property owner advised that they may place temporary signs on their own property. *Village has been advising several locations that signs must not be placed on Village property.*
207 Front Street Greenport, New York 11944	10/29/2020	NFPA Requirements	Location has been silencing and resetting fire alarms prior the instruction of the Fire Department. Notice of Violation issued.

RENTAL PERMIT INFORMATION

INFORMATION

*The following statistics represent the status of rental permits and rental permit violations from
January 1, 2018 – November 1, 2020*

Applications Received: 192

Incomplete Applications (Missing fees, docs, etc.): 9

*We have begun contacting properties with pending incomplete applications.

Applications Pending Inspection: 6

(These include several North Fork Housing Alliance Units & Properties who have opted to have an architect/engineer certify compliance.)

Applications Pending Re-Inspection (Corrections needed to be made to rental unit): 3

Applications Completed/Permits Issued: 174



Village of Greenport Enforcement Report

TRAFFIC ENFORCEMENT (PARKING)

November 1, 2020

Monthly Report
 REPORT COVERING
 10/01/2020 through 10/31/2020

Incorporated Village

FINE COLLECTION BY MONTH: 2020

MONTH	No. OF TICKETS PAID	AMOUNT COLLECTED (VIA PLEA OF GUILTY OR COURT RULING)
January	14	\$1,930.00
February	11	\$1,225.00
March	3	\$525.00
April	1	\$225.00
May	3	\$225.00
June	3	\$225.00
July	23	\$1,875.00
August	101	\$7,860.00
September	142	\$11,265.00
October	92	\$8,430.00
November		
December		
YTD	393	\$33,785.00

Fine Collection by Violation Type: **OCTOBER 2020**

VIOLATION	CASE	AMOUNT
PARKED FACING WRONG DIR.	2	\$250.00
PRKD LONGER THAN PERMITTED SCHD XVI.	67	\$5,785.00
PRKD OBSTR. FIRE HYDRANT	4	\$700.00
PRKD OUTSIDE OF MARKINGS	3	\$225.00
PRKD WHERE PROHIBITED SCHEDULE XI.	8	\$640.00
PRKD. IN HANDICAPPED SCHD. XIX.	1	\$130.00
STOP OR STAND WHERE PROHIBITED SCH. XII.	1	\$75.00
STOPPING/PARKING AT CHARGING STATION	1	\$100.00
UNINSPECTED	1	\$125.00
VEHICLE PARKD OUTSD LINES	4	\$400.00
Totals	92	\$8,430.00

Case by Violation Type. Tickets ISSUED: October 2020

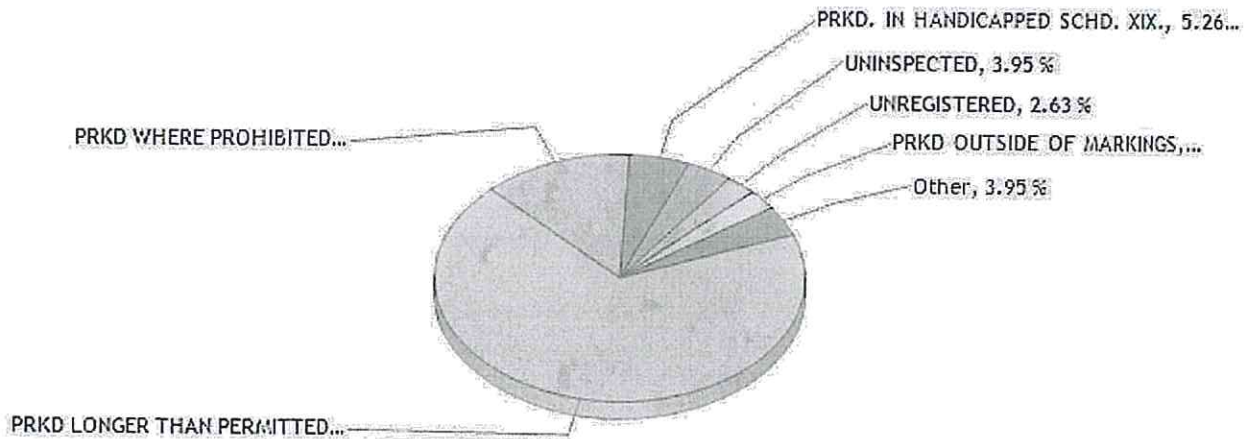
Code	Description	2020	Total
10	PRKD. IN HANDICAPPED SCHD. XIX.	4	4
14	UNREGISTERED	2	2
15	UNINSPECTED	3	3
16	PARKED FACING WRONG DIR.	1	1
17	OBSTRUCT DRIVEWAY	1	1
18	PRKD OUTSIDE OF MARKINGS	2	2
2	PRKD WHERE PROHIBITED SCHEDULE XI.	10	10
4	STOP OR STAND WHERE PROHIBITED SCH. XII.	1	1
8	PRKD LONGER THAN PERMITTED SCHD XVI.	52	52
Total		76	76

Top five by Violation Types

- PRKD LONGER THAN PERMITTED SCHD XVI.
- PRKD WHERE PROHIBITED SCHEDULE XI.
- PRKD. IN HANDICAPPED SCHD. XIX.
- UNINSPECTED
- UNREGISTERED

These Violations combined represent 93.42% 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
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: November 12, 2020
Meeting: November 19, 2020 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

November 19, 2020

Mitchell Park Marina/Parks

- ❖ Skate Park Half Pipe platform replacement.
- ❖ Marina plumbing repairs completed.
- ❖ End of season for marina reservations and Day Stays is November 1st.
- ❖ Pump-Out station, Marina water system will be winterized beginning November 1st.
- ❖ School House gardens received Fall season clean up.
- ❖ Blacksmith Shop decking and handrail has been pressure washed.
- ❖ East Pier has received a substantial amount of wear and tear due to increased occupation by heavy mega yachts this season, repairs will take place in the spring.
- ❖ Mooring winter sticks are being painted in preparation for end of November.
- ❖ Pump-out vessel received a new charging system for the operation of Edson Pumping Mechanism.
- ❖ Fall trimming and clean up vegetation in Mitchell Park.
- ❖ Installation of new Mutt Mitt dispensers at Mitchell Part and Fifth Street Beach.
- ❖ Demolition and removal of large bulkhead sections that washed up on Glass Beach adjacent to Mitchell Park. Source of debris unknown, however not part of any Village owned dock.

Monthly Revenue Reports are attached.

Recreation Center

Statistics

After School Program = 14 Children

Reports

- ❖ Enrollment is increasing at the Recreation Center.
- ❖ The Library Program with Ms. Vicky Kutola and the Literacy Program with Ms. Julie Eister from Floyd Memorial Library are going very well. The children are learning creative writing and are enjoying arts and crafts. Virtual guest speakers are being planned for November; some are Authors of children's books. The children are also able to borrow books and are returning them the following week.
- ❖ Officer Buonaiuto and Officer Simmons from Southold Police Department came to the Recreation Center on October 27th to speak to the children about safe-trick-or-Treat. They also handed out Halloween bags to each child. A great BIG Thank you to both Officers to take time to talk to the children at the recreation center.
- ❖ All COVID-19 protocols are in place and are strictly enforced.

Campground

Tasks Accomplished

- ❖ Campground has been extended to December 1st.
- ❖ Continue to collect 2021 seasonal deposits.
- ❖ Columbus Day weekend was very busy and went well.
- ❖ General grounds maintenance continues weekly.
- ❖ Relocate tables and fire rings as needed.
- ❖ Bathrooms continue to be cleaned and restocked several times a day.
- ❖ Site map updated.
- ❖ All campground rules continue to be enforced as per Covid-19 guidelines.
- ❖ Worked diligently in collecting all rental fees for the month of October.

Attachments:

RECREATION MONTHLY REVENUE REPORT 111920 (PDF)



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EXT. 219

CLERK
SYLVIA PIRILLO, RMC
EXT. 206

TREASURER
ROBERT BRANDT
EXT. 217

Submitted: November 10, 2020
Meeting: November 19, 2020 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

November 2020 Work Session report

REQUEST A MOTION BE PLACED ON THE AGENDA FOR:

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4737, to appropriate reserves to fund the replacement of selected handicap accessible ramps, sidewalks, curbs and driveway aprons as per Village Board Resolution # 10-2020-4, and directing that Budget Amendment# 4737 be included as part of the formal meeting minutes of the November 23, 2020 Regular Meeting of the Board of Trustees.

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4738, to appropriate reserves to fund the change order to the contract between the Village of Greenport and CHA Design/ Construction Services as per Village Board Resolution # 10-2020-5, and directing that Budget Amendment# 4738 be included as part of the formal meeting minutes of the November 23, 2020 Regular Meeting of the Board of Trustees.

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4739, to appropriate reserves for the funding of the Effluent Reuse Feasibility Study, as per Village Board Resolution # 09-2020-10, and directing that Budget Amendment# 4739 be included as part of the formal meeting minutes of the November 23, 2020 Regular Meeting of the Board of Trustees.

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4740, to appropriate reserves for the funding of election services and directing that Budget Amendment# 4740 be included as part of the formal meeting minutes of the November 23, 2020 Regular Meeting of the Board of Trustees.

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4741, to appropriate reserves for the funding of the UV System service, and directing that Budget Amendment# 4741 be included as part of the formal meeting minutes of the November 23, 2020 Regular Meeting of the Board of Trustees.

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4742, to appropriate reserves for the funding of the # 2 Pump repair, and directing that Budget Amendment# 4742 be included as part of the formal meeting minutes of the November 23, 2020 Regular Meeting of the Board of Trustees.

RESOLUTION approving the attached bond resolution dated November 23, 2020, provided by Norton Rose Fulbright, in the amount of \$ 1,530,000.00 for the installation of the New Sanitary Sewer Central Pump Station.

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4743, to appropriate reserves for the funding of the Central Pump Station Emergency Generator Set, and directing that Budget Amendment# 4743 be included as part of the formal meeting minutes of the November 23, 2020 Regular Meeting of the Board of Trustees.

UTILITY BILLING

Sector 1 billed. Sector 2 read, bills being calculated, to be mailed by November 13, 2020. Billing statistics for month of October completed.

SIGNIFICANT COLLECTIONS

Rents for October 2020 - \$ 78,598.65

Property Tax Collected - \$ 1,080,772.52

INFORMATIONAL:

Cash Holdings Report - See attached

Utility Billing Statistics Report - See attached

Property Tax Collections Report - See attached

Attachments:

BANK BALANCE SHEET OCTOBER 2020 (PDF)

BILLING STATISTICS REPORT OCTOBER 2020 (PDF)

PROPERTY TAX COLLECTED THROUGH OCTOBER 2020 (PDF)

BUDGET AMENDMENT # 4737 (PDF)

BUDGET AMENDMENT # 4738 (PDF)

BUDGET AMENDMENT # 4739 (PDF)

BUDGET AMENDMENT # 4740 (PDF)

BUDGET AMENDMENT # 4741 (PDF)

BUDGET AMENDMENT # 4742 (PDF)

BUDGET AMENDMENT # 4743 (PDF)

**BANK ACCOUNT BALANCES
FOR THE MONTH OF OCTOBER 2020**

FUND	BANK ACCOUNT NAME	G/L ACCT#	TYPE	BALANCE
A	General	A.0200.000	Checking	208,449.09
A	Repair & Maintenance	A.0200.400	Checking	68,559.19
A	Greenhill Cemetery	A.0201.100	Savings	336,582.66
A	Money Market	A.0201.130	Money Market	1,706,502.45
A	Fire Apparatus	A.0221.110	Savings	33.23
A	Bulding Department Escrow	A.0235.101	Checking	42,536.59
A	Parks and Recreation	A.0200.200	Checking	3,644.17
TOTAL GENERAL FUND				\$ 2,366,307.38
CD	Small Cities Rehab.	CD.0200.000	Savings	153,025.18
CD	NYS CDBG Funds	CD.0200.400	Public Funds Acct	226.21
CD	Moran	CD.0201.000	Savings	5,737.41
CD	Watkins	CD.0201.001	Savings	21,788.62
TOTAL COMMUNITY DEVELOPMENT				\$ 180,777.42
E	Light Fund	E.0121.100	Checking	388,151.68
E	Light Depreciation Savings	E.0116.100	Savings	2,226,546.12
E	TTC Collections	E.0121.120	Savings	1,188.00
E	Renewable Energy Savings	E.0121.130	Savings	97,787.80
E	Consumer Deposit Savings	E.0191.100	Savings	133,787.05
E	Consumer Deposit Checking	E.0244.200	Checking	2,793.32
TOTAL LIGHT FUND				\$ 2,850,253.97
F	Water	F.0200.000	Checking	469,303.76
F	Water Fund Capital	F.0200.400	Savings	8,386.73
F	Water Fund CD (MM)	F.0201.000	Money Market	203,086.47
F	Water Fund Money Market	F.0201.130	Money Market	386,207.49
TOTAL WATER FUND				\$ 1,066,984.45

G	Sewer	G.0200.000	Checking	486,234.51
G	NYS DEC Consent	G.0201.000	Savings	31,478.28
G	Sewer Fund I	G.0201.100	Money Market	364,017.23
G	Sewer Fund III	G.0201.120	Money Market	1,379,464.20
G	NYSEFC	G.0205.000	Checking	185,851.61
G	Sewer Wastewater	G.0220.110	Savings	12,165.51
G	NYSERDA	G.0525.000	Checking	111.01

TOTAL SEWER FUND \$ 2,459,322.35

H	Capital	H.0200.000	Checking	111,577.48
H	Capital Reserve	H.0200.400	Savings	49,600.66

TOTAL CAPITAL FUND \$ 161,178.14

TA	Trust & Agency	TA.0200.000	Checking	19,340.02
TA	Retirement Savings	TA.0201.000	Savings	48,953.96
TA	WWI Memorial Trust	TA.0201.001	Savings	731.05
TA	T & A Special Escrow	TA.0201.002	Savings	6,603.64
TA	Justice Court	TA.0201.004	Savings	4,793.32
TA	Global Common	TA.0201.009	Savings	271,541.73
TA	Basketball Court Donations	TA.0600.101	Checking	1,992.00
TA	Tree Committee	TA.0600.102	Checking	4,013.23
TA	Summer Day Camp Donations	TA.0600.103	Checking	1,200.00
TA	Recreation Center Donations	TA.0600.104	Checking	24,945.60
TA	Friends of Fifth Street	TA.0600.106	Checking	113.00
TA	American Legion Bldg	TA.0600.107	Checking	200.00
TA	Carousel Committee	TA.0600.113	Checking	13,216.94
TA	Accounts Payable	TA.0202.000	Checking	172,835.87

TOTAL TRUST & AGENCY FUND \$ 570,480.36

Wire Account	59,201.00
Utility Clearing	113,041.56

\$ 172,242.56

TOTAL VILLAGE WIDE \$ 9,827,546.63

EOM Billing Statistics Report

Rate# - Description	Bills	Min. Bills	Usage	Charge	Usage	Demand	Contract	PCA	NYSOES	Comm Tax	Res Tax
2 - Electric - Flat Charge	12	0	0	0	0	0	0	0	0	0	0
9 - Residential (1,1)	1367	0	790377	89,492.10	0	0	556.16	9,171.60	3,267.48	2,463.35	9.61
10 - Water Heating (2, 2)	12	0	1781	130.07	0	0	0	20.67	7.36	0	0
11 - All Electric (3, 3)	335	0	163149	18,971.48	0	0	0	1,893.22	674.48	0	0
13 - Demand - Class 3 (5, 5)	5	0	359200	20,079.28	1045	12,278.75	0	4,168.15	1,484.93	981.18	0
14 - Village St. Lighting (6, 6)	5	0	40841.25	4,700.82	0	0	0	473.92	168.84	0	0
15 - Town St. Lighting (7, 7)	1	0	1555.43	179.03	0	0	0	18.05	6.43	0	0
19 - Traffic Lights (11, 11)	1	0	1416	146.65	0	0	0	16.43	5.85	0	0
20 - Contract St Lighting (12, 12)	2	0	218	0.00	0	0	0	0	0	0	0
21 - Sterling Harbor (13, 13)	2	0	1934.75	222.69	0	0	0	22.45	8.00	21.84	0
66 - Reconnection Fee- Residential	1	0	0	0	0	0	75.00	0	0	0	0
67 - NSF Fee	1	0	0	0	0	0	25.00	0	0	0	0
Electric Total	1744	0	1360472.43	133,922.12	1045	12,278.75	656.16	15,784.49	5,623.37	1,003.02	3,012.47
3 - Sewer - INSIDE Flat Charge	34	0	0	1,791.80	0	0	0	0	0	0	0
4 - Sewer - OUTSIDE Flat Charge	1	0	0	63.70	0	0	0	0	0	0	0
23 - Sewer - IN VILL 3/4" W/SEWER (14, 14)	888	412	5768.4	75,121.30	0	0	0	0	0	0	0
25 - Sewer - IN VILL 1" W/SEWER (15, 15)	30	8	393.8	4,709.74	0	0	0	0	0	0	0
27 - Sewer - IN VILL 1 1/2" W/SEWER (16, 16)	12	4	291.6	4,266.90	0	0	0	0	0	0	0
29 - Sewer - IN VILL 2" W/SEWER (17, 17)	27	5	586.5	8,252.40	0	0	0	0	0	0	0
31 - Sewer - IN VILL 3" W/SEWER (18, 18)	1	1	2.7	42.00	0	0	0	0	0	0	0
33 - Sewer - IN VILL 4" W/SEWER (19, 19)	3	1	1519.7	23,477.15	0	0	0	0	0	0	0
54 - Sewer - OUTSIDE RES SEWER (50, 50)	79	53	836.5916	16,641.93	0	0	0	0	0	0	0
57 - SPLIT SEWER BILLING (52, 52)	1	0	5	0.00	0	0	0	0	0	0	0
62 - O/S DRIFTWOOD COVE 52	1	1	119.8296	3,276.00	0	0	0	0	0	0	0
63 - O/S DRIFTWOOD COVE 49	1	1	109.0584	3,087.00	0	0	0	0	0	0	0
64 - O/S PECONIC LANDING 301	1	1	755	18,963.00	0	0	0	0	0	0	0
65 - O/S CLIFFSIDE CONDOS-SEWER	1	1	114	4,410.00	0	0	0	0	0	0	0
Sewer Total	1080	488	10502.1796	164,102.92	0	0	0	0	0	0	0
5 - Water - Flat Charge	31	0	0	866.95	0	0	0	0	0	0	0
22 - RES VILL 3/4" W/SEWER (14, 14)	899	187	6644	36,277.69	0	0	0	0	0	0	0
24 - RES VILL 1" W/SEWER (15, 15)	31	4	456	2,106.33	0	0	0	0	0	0	0
26 - COMM VILL 1 1/2" W/SEWER (16, 16)	13	5	346	1,637.37	0	0	0	0	0	0	0
28 - COMM VILL 2" W/SEWER (17, 17)	29	8	662	3,007.45	0	0	0	0	0	0	0
30 - COMM VILL 3" W/SEWER (18, 18)	1	1	3	44.46	0	0	0	0	0	0	0
32 - COMM VILL 4" W/SEWER (19, 19)	3	2	1686	8,144.01	0	0	0	0	0	0	0
46 - COMM VILLAGE 1 1/2" (42, 42)	1	1	0	44.46	0	0	0	0	0	0	0
47 - COMM VILLAGE 2" (43, 43)	7	3	443	1,994.70	0	0	0	0	0	0	0
48 - RES VILLAGE 3/4" (44, 44)	118	47	1243	6,508.44	0	0	0	0	0	0	0
49 - RES VILLAGE SEWER ONLY (45, 45)	6	0	0	0.00	0	0	0	0	0	0	0
52 - FLAT-FIRE SPRINKLERS (49, 49)	32	0	0	0.00	0	0	0	0	0	0	0
53 - OUTSIDE RES SEWER (50, 50)	75	0	867.68	0.00	0	0	0	0	0	0	0
Water Total	1246	258	12350.68	60,631.86	0	0	0	0	0	0	0
12 - Commercial (4, 4)	367	0	837377.1	105,064.40	0	0	0	9,716.89	3,461.80	8,412.02	0
16 - Operating Municipalt (8, 8)	33	0	52041	6,626.77	0	0	0	603.89	215.14	0	0
17 - Water Department (9, 9)	2	0	0	24.86	0	0	0	0	0	0	0
18 - Sewer Department (10, 10)	10	0	64022	8,075.32	0	0	0	742.89	264.66	0	0
73 - Electric Power Plant	6	0	24155	0.00	0	0	0	0	0	0	0
Water Total	1246	258	12350.68	60,631.86	0	0	0	9,716.89	3,461.80	8,412.02	0
electric-small commercial	367	0	837377.1	105,064.40	0	0	0	603.89	215.14	0	0

11/3/2020 12:56:18 PM

Rate Summary - All Routes

<u>Service</u>	<u>Rate#</u>	<u>Description</u>
electric-small commercial Total		
Grand Total		

EOM Billing Statistics Report

<u>Bills</u>	<u>Min. Bills</u>	<u>Usage</u>	<u>Charge</u>	<u>Usage</u>	<u>Demand</u>	<u>Contract</u>	<u>PCA</u>	<u>NYSCES</u>	<u>Comm. Tax</u>	<u>Res. Tax</u>
418	0	977595.1	119,791.35	0			11,063.67	3,941.60	8,412.02	
4488	746	2360920.3896	478,448.25	1045	12,278.75	656.16	26,848.16	9,564.97	9,415.04	3,012.47

VILLAGE OF GREENPORT

Payment to 10/31/2020, Balance as of 10/31/2020

	Count	Balance Amt	Count	Paid Amt	Count	Refunds	Payment Total	Writeoff
Grand Totals								
BID	17	5,129.12	100	45,360.88			45,360.88	
SEWER	17	28,816.85	23	12,554.76			12,554.76	
VILLT	-58	60,126.02	971	1,015,319.18			1,015,319.18	
WATER	17	11,251.56	22	6,120.60			6,120.60	
Total PRINCIPAL		105,323.55		1,079,355.42			1,079,355.42	
PEN			29	1,417.10			1,417.10	
Total PENALTY				1,417.10			1,417.10	
Total		105,323.55		1,080,772.52			1,080,772.52	

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2021 Period: 11 Trans Type: B2 - Amend Status: Balch
 Trans No: 4737 Trans Date: 11/09/2020 User Ref: ROBERT
 Requested: P. PALLAS Approved: Created by: ROBERT 11/09/2020

Description: TO APPROPRIATE RESERVES FOR THE FUNDING OF THE REPLACEMENT OF
 SELECTED HANDICAP ACCESSIBLE RAMPS, SIDEWALKS, CURBS, AND
 DRIVEWAY APRONS AS PER V.B.R. # 10-2020-4

Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
CD.5990	APPROPRIATED FUND BALANCE	180,539.48
CD.5110.410	STREET MAINT..	180,539.48
H.5990	APPROPRIATED FUND BALANCE	160,324.00
H.5110.200	ROAD CONSTRUCTION..	160,324.00
Total Amount:		681,726.96

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2021 Period: 11 Trans Type: B2 - Amend Status: Batch
 Trans No: 4742 Trans Date: 11/09/2020 User Ref: ROBERT
 Requested: A. HUBBARD Approved: Created by: ROBERT 11/09/2020
 Description: TO APPROPRIATE RESERVES FOR THE FUNDING OF # 2 SLUDGE PUMP REPAIR Account # Order: No

Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	6,641.00
G.8120.401	EQUIPMENT REPAIR..	6,641.00
Total Amount:		13,282.00



236 THIRD STREET
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TREASURER
ROBERT BRANDT
EXT. 217

Submitted: November 12, 2020
Meeting: November 19, 2020 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 November 2020 Work Session Report

VILLAGE of GREENPORT - BOARD of TRUSTEES WORK SESSION

to be presented at the meeting held on November 19, 2020
Report of Sylvia Lazzari Pirillo, Village Clerk

Agreements and Contracts

The agreement between the Village and DeAI Contracting was sent to DeAI for signature on October 27th. It was fully executed on November 3rd.

The contract between the Village and H2M for the effluent re-use feasibility study was sent to H2M for signature on October 27th.

The Sixth Renewal to the Incremental Power Supply Agreement between the Village and NYPA was fully executed on October 28th.

Bids

No bids were received for the central sewer pump station generator on October 19th. The re-notice was placed in the October 29th edition of the paper, with a return date of November 10th.

Election 2021

The legal notice designating the offices to be filled and the terms thereof was published in the November 5th edition of the paper.

Executive Orders

The Mayoral Executive Order regarding the wearing of masks continues to be renewed/extended every five days.

Financial

Notification was received from the NYSOSC that \$ 12,565 is due to the Village from the Justice Court for the month of September.

Legal Notices Published

- Re-notice of pump station generator bid
- Village-Wide Audit RFP
- Light Fund (Only) Audit RFP
- CDBG Public Hearing Notice

Resolutions

RESOLUTION establishing March 16, 2021 as the Village of Greenport Election Day, to fill the expiring terms of two Trustees.

RESOLUTION setting the dates and times of the 2021 Village Board Election as March 16, 2021 from 6:00 a.m. to 9:00 p.m. and setting the polling place of the Village Election on March 16, 2021 to be the Greenport Station One Firehouse on Third Street in Greenport, New York.

RESOLUTION setting two Village Voter Registration Days, as follows:

- Thursday, March 4, 2021 from 8:30 a.m. - 5:00 p.m. and
- Saturday, March 6, 2021 from 11:00 a.m. - 5:00 p.m.

RESOLUTION allowing a non-Village resident to serve as an Election Inspector for the upcoming Village Election on March 16, 2021.

RESOLUTION authorizing the payment of \$ 30.00 per hour to Translator Roselle Borelli, effective October 23, 2020 for the performance of legal notice translation services related to the Village election scheduled for March 16, 2021.

RESOLUTION accepting the attached proposal submitted by Haugland Group for the option to lease the entire site, or a portion thereof, of the Village of Greenport property known as the "Scavenger Waste Plant", for a one-time fee of \$ 20,000.00 plus monthly payments to be a function of newly developed electrical capacity, per the RFP opening on October 22, 2020; and authorizing Mayor Hubbard to sign the agreement between Haugland Group and the Village of Greenport.

RESOLUTION approving the attached Master Subscription Agreement between the Village of Greenport and Granicus, LLC for the renewal of the IQM2 Agenda and Minutes Maker subscription, at an annual cost of \$ 4,494.00 and authorizing Mayor Hubbard to sign the agreement Between the Village of Greenport and Granicus, LLC.

RESOLUTION approving the attached 2020 - 2021 Service Fee Agreement between the Village of Greenport and Penflex, Inc. regarding the 2020 - 2021 fees applicable to the administration by Penflex, Inc. of the Village of Greenport Volunteer Firefighter Length of Service Awards Program, and authorizing Mayor Hubbard to sign the agreement between Penflex, Inc. and the Village of Greenport.

RESOLUTION authorizing the annual solicitation of bids for the delivery of unleaded (87 octane) gasoline to various locations throughout the Village of Greenport, and directing Clerk Pirillo to notice the solicitation of bids accordingly.

RESOLUTION authorizing the annual solicitation of bids for the delivery of No. 2 heating oil to various locations throughout the Village of Greenport, and directing Clerk Pirillo to notice the solicitation of bids accordingly.

RESOLUTION authorizing the annual solicitation of bids for the delivery of diesel fuel to various locations throughout the Village of Greenport, and directing Clerk Pirillo to notice the solicitation of bids accordingly.

RESOLUTION authorizing the solicitation of quotes for a 10-yard dump truck and driver to assist the Village with the removal and disposal of snow as needed, and directing Clerk Pirillo to notice the Request for Quotations accordingly.

RESOLUTION authorizing the solicitation of quotes for a requirement contractor, with a unit price schedule for hourly, half-day and daily rates for one (1) worker, one (1) worker with a back hoe, two (2) workers, and two (2) workers with a back hoe, including regular time and overtime, and directing Clerk Pirillo to notice the Request for Quotations accordingly.

RESOLUTION authorizing the solicitation of bids for tree and stump removal services and stump grinding services on specified Village of Greenport streets, and directing Clerk Pirillo to notice the bid solicitation accordingly.

RESOLUTION approving the attached agreement between the Village of Greenport and the Goldie Anna Charitable Trust, for the Village of Greenport to accept a donation of \$ 125,000.00 from the Goldie Anna Charitable Trust, to be used for the rehabilitation of the public restrooms at the Village of Greenport Fifth Street Beach/Park and the procurement a gazebo/shade arbor at the Village of Greenport Fifth Street Beach/Park, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and the Goldie Anna Charitable Trust.

RESOLUTION authorizing the solicitation of a Request for Proposals for the rehabilitation of the public restrooms at the Village of Greenport Fifth Street Beach/Park, and directing Clerk Pirillo to notice the Request for Proposals accordingly.

RESOLUTION authorizing the solicitation of a Request for Proposals for the construction of a gazebo/shade arbor at the Village of Greenport Fifth Street Beach/Park, and directing Clerk Pirillo to notice the Request for Proposals accordingly.

RESOLUTION adopting the 2020 Retention and Disposition Schedule for New York Local Government records, known as "LGS-1" as the official retention and disposition schedule for all Village of Greenport records.

RESOLUTION assigning the Civil Service title of Highway Labor Crew Leader to Michael Flora, effective July 29, 2020, as approved by the New York State Department of Civil Service.

Placeholder Resolution

RESOLUTION approving the Public Assembly Permit Application submitted by John A. Yeamans on behalf of the United States Power Squadrons for the use of a portion of Mitchell Park from 9:00 a.m. through 11:00 p.m. on July 30, 2021 and July 31, 2021 for the annual District 3 Rendezvous.

Attachments:

Plant Address:
1885 Moores Lane
Greenport, NY 11944
Phone: 631-477-3450



Haugland Group LLC
336 South Service Rd
Melville, NY 11747
Phone: 516-336-6720

October 20, 2020

Mr. Paul J. Pallas
Village Administrator
Village of Greenport
236 Third Street
Greenport, NY 11944

Re: Response to Legal Notice Dated 10/08/20
Request for Proposal to Lease Property known as Scavenger Waste Plant

Dear Mr. Pallas,

In 2003, Hawkeye Energy Greenport LLC entered a long-term land lease with the Village of Greenport in connection with the construction and operation of a 55MW electric generation peaker unit. Over the past 17 years, Hawkeye Energy Greenport and its parent Haugland Group LLC (collectively, "Haugland Group") have established a strong track record for timely payment of rent and real estate taxes for property under lease with the Village for the plant located at 1885 Moores Lane. We hope to continue to maintain a strong and viable business relationship and remain the Village's largest taxpayer, for a long period of time into the future.

As New York State, and Long Island in particular continues on its path towards more environmentally sustainable energy solutions, (e.g., battery storage systems) over the next decade, we have plans to develop such solutions in Greenport and to create an energy park tied into our existing plant's transmission interconnect. To this end, we are interested in leasing the land which is the subject of the above-referenced solicitation ("Scavenger Waste Plant"). Because of our long and positive relationship with the Village and the Town of Southold, our intimate familiarity with the geography and land-use issues, and our active commitment to the community (through such things as sponsorship of the Tall Ships, the Aquarium, and other civic contributions), we strongly believe that it is in the best interests of all stakeholders that Haugland Group be afforded the opportunity to lease this property and commence development.

With respect to the Scavenger parcel, Haugland Group proposes structuring monthly lease payments for the term of any PPA plus 2 years, but in no event less than 10 years with options to extend. The monthly payments would be a function of newly developed electrical capacity. Depending on the Village's preferences and risk profile, we could discuss customized features such as a floor and cap, contoured cashflow payments and other structured terms that would allow the Village to accrue substantial revenues in the years ahead based on the size and revenues of the project as developed, or even accelerate rental payments to current value. We currently envision the facility to be capable of storing and discharging 50MW to 130MW of peak power.

Capacity of Project (MW)	Monthly Rent
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Plant Address:
1885 Moores Lane
Greenport, NY 11944
Phone: 631-477-3450



Haugland Group LLC
336 South Service Rd
Melville, NY 11747
Phone: 516-336-6720

To begin the process, we would propose paying the Village a one-time fee of \$20,000 to allow exclusivity for Haugland Group to demonstrate site control, respond to the solicitation, and commence direct negotiations as part of our current PPA and or part of the solicitation. Upon completion of development work we can negotiate and finalize commercial terms pursuant to the above.

Haugland Group LLC requests to the extent possible and not required by the RFP, the terms of this offer be kept confidential and not subject to freedom of information disclosures without redaction,

We appreciated your time and consideration. We welcome any further discussions on this matter.

Very truly yours,



John Reynolds
Chief Commercial Officer



Granicus Master Subscription Agreement

This Master Subscription Agreement ("Agreement") is made by and between Greenport, NY ("Client") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("Granicus"). Client and Granicus may each be referred to herein as "Party" or collectively as "Parties".

By accessing the Granicus Products and Services, Client accepts this Agreement.

1. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

"Agreement Term" means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.

"Extension Term" means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.

"Granicus Products and Services" means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.

"Initial Term" shall have the meaning specified in Exhibit A or Order or SOW between Granicus, provided via an authorized third party known as a reseller, and Client for the first duration of performance that Client has access to Granicus Products and Services.

"Order" means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services via an authorized third party.

"Order Term" means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Client has committed to pay for via a reseller, Granicus Products and Services.

"Statement of Work" or "SOW" means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.

"Support" means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

2. Ordering and Scope

2.1. Ordering Granicus Products and Services. The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an Itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Client



accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

2.2. Support. Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Client is not materially diminished.

2.3. Future Functionality. Client acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.

2.4. Cooperative Purchasing. To the extent permitted by law and approved by Client, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Client and the applicable additional party upon written request.

3. Use of Granicus Products and Services and Proprietary Rights

3.1. Granicus Products and Services. The Granicus Products and Services are purchased by Client, via Carahsoft, as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.

3.2. Permitted Use. Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the "Permitted Use").

3.2.1. Data Sources. Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing. Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the Services outlined within this Agreement.

3.2.2. Passwords. Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client's passwords.

3.2.3. Content. Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.

3.2.3.1. Disclaimers. Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.

3.2.4. Advertising. Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

3.2.5. Granicus Subscriber Information for Communications Cloud Suite only

3.2.5.1. Data Provided by Client. Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.

3.2.5.2. Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

3.2.5.3. Data Obtained through the Granicus Advanced Network

3.2.5.3.1. Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

3.2.5.3.2. Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

3.2.5.3.3. Opt-In. During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

3.3. Restrictions. Client shall not:

- 3.3.1. Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;
 - 3.3.2. Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;
 - 3.3.3. Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
 - 3.3.4. Client must not use the Services as a door or signpost to another server.
 - 3.3.5. Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;
 - 3.3.6. Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
 - 3.3.7. Use the Granicus Products and Services for any unlawful purposes;
 - 3.3.8. Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
 - 3.3.9. Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
 - 3.3.10. Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.
- 3.4. **Client Feedback.** Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.
- 3.5. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

4. Payment

- 4.1. **Fees.** Client agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).
- 4.2. **Disputed Invoiced Amounts.** Client shall refer to the authorized reseller's policy and procedure pertaining to disputed invoices.

4.3. Price Increases. Any price increases not negotiated in advance shall be provided by Granicus to Carahsoft and, in turn, to the Client at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall increase from the previous term's fees by up to ten (10) percent per year.

5. Representations, Warranties and Disclaimers

5.1. Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

5.2. Warranties. Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.

5.3. Disclaimers. EXCEPT AS PROVIDED IN SECTION 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

6. Confidential Information

6.1. Confidential Information. It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Subject to applicable law, each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.



If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

6.2. Exceptions. Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

6.3. Storage and Sending. In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client.

6.4. Return of Confidential Information. Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Customer understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

7. Term and Termination

7.1. Agreement Term. The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Client's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services Agreement will automatically renew at the end of each term for an Extension Term of one (1) year.

7.2. Effect of Termination. If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Client be entitled to a refund of any prepaid fees upon termination.

7.3. Termination for Cause. The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or

receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.

7.4. Rights and Obligations After Termination. In the event of expiration or termination of this Agreement, Client shall immediately pay to Carahsoft all Fees due through the date of expiration or termination.

7.5. Survival. All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

8. Limitation of Liability

8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

8.2. LIMITATION OF LIABILITY. EXCEPT FOR CLIENT'S BREACH OF SECTION 3.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

9. Indemnification

9.1. Indemnification by Granicus. Granicus will defend Client from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus



determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Client any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Client (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; or (iii) Client's use (or use by anyone under Client's direction or control or using logins or passwords assigned to Client) of any Granicus Products and Services other than in accordance with this Agreement. This section 9.1 sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

9.2. Indemnification by Client. Client shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Client's (or that of anyone authorized by Client or using logins or passwords assigned to Client) use or modification of any Granicus Products and Services; (b) any Client content; or (c) Client's violation of applicable law.

9.3. Defense. With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

10. General

10.1. Relationship of the Parties. Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

10.2. Headings. The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.

10.3. Amendments. This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.



10.4. Severability. To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

10.5. Assignment. Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.

10.6. No Third-Party Beneficiaries. Subject to Section 10.5 this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

10.7. Notice. Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended.

10.8. Force Majeure. Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

10.9. Choice of Law and Jurisdiction. This Agreement shall be governed by and interpreted under the laws of the State of Minnesota, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Ramsey County, Minnesota.

10.10. Entire Agreement. This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Upon request, Granicus and Carahsoft shall reference a purchase order number on its invoices, provided, however, that Client acknowledges that it is Client's responsibility to provide the



corresponding purchase order information (including a purchase order number) to Granicus and Carahsoft upon the creation of such a purchase order. Client agrees that a failure to provide Granicus and Carahsoft with the corresponding purchase order shall not relieve Client of its obligations to provide payment to Granicus and Carahsoft pursuant to Section 4.1 above.

10.11. Reference. Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.

10.12. Injunctive Relief. Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly-authorized representatives on the Effective Date as set forth above.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Greenport, NY

Signature:

Name:

Title:

Date:

GOVERNMENT- PRICE QUOTATION



Granicus at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARASOFT.COM | SALES@CARASOFT.COM

TO: Sylvia Pirillo
 Clerk
 Greenport Village
 236 Third St
 Greenport, NY 11944 USA

FROM: Christine Wilt
 Granicus Government at Carahsoft
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: spirillo@greenportvillage.org

EMAIL: Christine.Wilt@carahsoft.com

PHONE: (631) 477-0248 **FAX:** (631) 477-1707

PHONE: (571) 662-3048 **FAX:** (703) 871-8505

TERMS: FTIN: 52-2189693
 Shipping Point: FOB Destination
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 Credit Cards: VISA/MasterCard/AMEX
 Sales Tax May Apply

QUOTE NO: 23505645
QUOTE DATE: 08/31/2020
QUOTE EXPIRES: 11/30/2020
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$4,494.00

TOTAL QUOTE: \$4,494.00

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	607-SS60AA&MT01CI01-R4	Granicus IQM2 - Agenda and Minutes T01 P10K City/Town/Village Renewal - Annual Subscription (4th Renewal Term) Monthly Billing Granicus - SS60AA&MT01CI01-R4 Start Date: 12/01/2020 End Date: 11/30/2021	\$374.50 OM	12	\$4,494.00
SUBTOTAL:					\$4,494.00
TOTAL PRICE:					\$4,494.00
TOTAL QUOTE:					\$4,494.00

Terms and Conditions

• Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf • Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Customer for any purpose other than the specific purpose of performing the services outlined within this Agreement. • This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Greenport, NY to provide applicable exemption certificate(s). • Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription. • The attached Master Subscription Agreement must be signed and returned to Granicus with the award documentation.

PENFLEX, INC.

SERVICE AWARD PROGRAM SPECIALISTS



www.penflexinc.com

Penflex, Inc.
50 Century Hill Dr., Suite 3
Latham, NY 12110

Phone: 800.742.1409
Fax: 518.783.6915
Email: info@penflexinc.com

October 2020

Ms. Sylvia Pirillo
Village of Greenport
236 Third Street
Greenport, NY 11944

Re: Service Award Program 2020-2021 Service Fee Agreement

Dear Ms. Pirillo:

Enclosed is our Service Fee Agreement, which sets forth the fees we will charge to provide actuarial and administration services described on the back of the agreement. An Annual Statement detailing fees billed and paid to Penflex over the last 12-month period and a Penflex directory are also enclosed.

Given that our customer base is local government, we are keenly aware of our clients' budget constraints and the pressure they are under to keep property taxes from increasing. Our commitment to partner with and help New York State local governments manage their LOSAP costs has been reflected in our fees in recent years. For the first time in three years, due to increases in our cost of doing business, we have modestly increased our fees.

Over the 30 years I have been the President & Actuary, I have never experienced anything like the COVID pandemic. Our office was closed for over six months. Until the third week of September, all staff worked remotely. Our ability to service our clients was negatively affected. We have addressed all these COVID related challenges. I am happy and relieved to report to all our clients that by January 1, 2021, we will have fully recovered from these COVID setbacks and will return to our normal delivery schedule. In addition, the new employees we hired in 2019 are starting their second year on our staff. Their progression up the learning curve will enable us to better serve our clients in 2021. I am pleased with their progress and I expect you will be, too.

We are also excited about our merger with McNeil and Company in February of this year. ESIP, ASIP, Fire Watch are just a few of the McNeil and Company programs. The resources and the experience McNeil and Company has will definitely strengthen and improve the systems we use to serve our clients.

We look forward to implementing some of the changes we will make to our procedures in 2021. We also can't wait to put COVID behind us.

Please return a signed copy of the Service Fee Agreement to Penflex Actuarial Services, LLC. The signed Agreement can be faxed to (518) 783-6915, or emailed to: info@penflexinc.com. Please note that, if applicable, an invoice for our base fee is enclosed.

If you are requesting that we prepare either of the optional financial statement disclosure packages, please review your auditor's information and make any applicable changes on the Agreement.

All of us at Penflex Actuarial Services sincerely look forward to working with you for another year. Thank you for your continued business and for your patience and loyalty as you endured the COVID related delays in our ability to serve you in 2020.

Serving your volunteers,

A handwritten signature in black ink, appearing to read "Edward J. Holohan".

Edward J. Holohan
President & Actuary

Penflex, Inc. 11/1/2020-10/31/2021 Service Fee Agreement

VILLAGE OF GREENPORT
SERVICE AWARD PROGRAM

Standard Services Fee Schedule

Base Fee: \$3,600, \$100 change from 2019

Per-Participant Fee: \$18, \$1 change from 2019

Payment certification and trustee directive letters: \$75 per letter, \$0 change from 2019

Total Estimated Standard and Distribution Services Fees: \$6,200

Preparation of Financial Statement Disclosures

Disclosure Packages Provided For Program Year 2019:

NYS LOSAP Audit Package: No

GASB 73 Package: Yes

Auditing Firm:

Contact Name:

Email Address:

Please Check 'Yes' Or 'No' For Program Year 2020:

Complete the NYS LOSAP Audit Package for a fee of \$495:

Yes No

This is a \$0 change from 2019. Please refer to the enclosed newsletter titled 'New York State Volunteer Firefighter LOSAP Audit Requirement' for more information

Complete the GASB 73 Package for a fee of \$950:

Yes No

This is a \$0 change from 2019. Please refer to the enclosed 'GASB 73 FAQs' for more information. For a sample GASB 73 package, please email: info@penflexinc.com.

PLEASE NOTE: If you are requesting any Disclosure Packages, please review and make any necessary changes to your auditor's information noted above.

All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations.

To authorize Penflex, Inc. to begin providing these services in accordance with this fee schedule, please have the Mayor sign and return this Service Fee Agreement. Keep a copy for your records.

Mayor
Village of Greenport

Edward J. Holohan
Edward J. Holohan, ASA
President, Penflex, Inc.

Penflex, Inc. 11/1/2020-10/31/2021 Service Fee Agreement

- Mayor
- Board
- Paul
- Rob
- Prokop

VILLAGE OF GREENPORT
SERVICE AWARD PROGRAM

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Email Address:

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Mayor
Village of Greenport

Edward J. Holohan
Edward J. Holohan, ASA
President, Penflex, Inc.

PENFLEX, INC.

SERVICE AWARD PROGRAM SPECIALISTS

Annual Statement

Date
10/29/2020

To:
Village of Greenport Attn: Village Clerk 236 Third Street Greenport, NY 11944

REATTN FOR YOUR RECORDS NOT AN INVOICE

Date	Transaction	Amount	Balance
09/24/2019	Balance forward		6,313.00
10/29/2019	PMT #RBC11498667.	-6,313.00	0.00
07/31/2020	INV #2020-296.	7,062.00	7,062.00
	--- Base Fee, 1 @ \$3,500.00 = 3,500.00		

	--- Per Participant/Account Fees, 136 @ \$17.00 = 2,312.00		

	--- Benefit Directives, 4 @ \$75.00 = 300.00		

	--- GASB 73 Reporting \$950.00		

Phone #	Fax #
800 742-1409	518 783-6915

Web Site
www.penflexinc.com

Open Balance
\$0.00

PENFLEX, INC.

SERVICE AWARD PROGRAM SPECIALISTS

New York State Volunteer Firefighter LOSAP Audit Requirement

October 2020

Background

In November 2005 and May 2006, the Long Island-based newspaper Newsday published articles about Length of Service Award Programs (LOSAPs), in particular, their relatively poor funded status. Partly in reaction to these articles, a bill was introduced in 2006 that was eventually signed into law. This new legislation, GML §219-a(3) required a LOSAP to be audited annually by an independent certified public accountant (CPA). The justification for the bill stated, in part, the following:

"Annual audits will help ensure that programs are adequately funded, allow program sponsors to adjust contributions and increase transparency."

The new statute required the audits to commence effective with the program sponsor's fiscal year ending on/after June 30, 2007. Although the original deadline for the completion of the audit was 90 days, it was subsequently increased to 270 days. However, for reasons discussed below, the deadline for fire districts that prepare audited financial statements is 180 days. The audit report must be submitted to the Office of the State Comptroller (OSC).

Our observation is that the audit requirement has made LOSAP sponsors generally more educated about the financial state of their program, but more progress must still be made. Penflex is proactively working with CPAs, statewide associations, and other professionals serving LOSAP sponsors to increase awareness about the need to more closely monitor these programs.

Compliance & Model Footnote

The text of the statute is somewhat vague and open ended. To clarify how a LOSAP sponsor is to comply with this requirement, the OSC established guidelines in a 2008 memorandum which outlined two options. The first option is aimed towards LOSAP sponsors that already have their financial statements audited by an independent CPA. These sponsors can include a footnote of information about the LOSAP in its financial statements. The CPA will then audit the footnote and LOSAP as part of the overall financial statement audit. The second option is to engage a CPA to perform a LOSAP-only audit in compliance with the AICPA Audit and Accounting Guide for Employee Benefit Plans. With either option, the LOSAP information is to be presented using the model footnote format and submitted to the OSC. Note that fire districts that are required to have their financial statements audited must submit the financial statements to the OSC by June 30th, making the effective filing date for these fire districts 180 days, not 270.

The footnote is to state basic program provisions and benefits provided. It must describe how the program assets are managed and what vendors have been hired to assist the sponsor in its fiduciary role, including asset management and third-party administration. It also requires disclosure of the financial condition of the program, which includes the investment allocation of the program assets and changes in the assets during the year, liabilities, contributions required and made during the year, fees paid to vendors for administration, actuarial and/or investment management services, and actuarial assumptions (for defined benefit programs).

PENFLEX, INC.

SERVICE AWARD PROGRAM SPECIALISTS

Governmental Accounting Standards Board (GASB) Statement No. 73

Frequently Asked Questions

October 2020

The accounting and financial reporting requirements of Governmental Accounting Standards Board (GASB) Statement No. 73 "Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB 68" became effective for fiscal years beginning after June 15, 2016. Penflex has responded to this new client need by providing educational information as well as an optional "GASB 73 Disclosure Package" containing the information required to be reported under GASB 73.

The majority of our clients who have requested the GASB 73 Disclosure Package have now completed their first year of financial statements including these new requirements; a handful of clients are in their second year of reporting under this new standard. Over the past year, we have prepared the actuarial information required by GASB 73 for our clients and communicated with them and their auditors regarding implementation of the new standard. Throughout this process we have heard many questions and concerns about the new standard and the information presented in our GASB 73 Disclosure Package.

The following is a list of some of the most frequently asked questions.

Q1. *Is my municipality required to report financial information in accordance with GASB 73?*

A1. Financial statements that are prepared in accordance with generally accepted accounting principles (GAAP) are required to comply with all applicable GASB statements, including GASB 73. Many of our clients consist of Towns and Villages, and the majority of those municipalities prepare GAAP based financial statements which are including the GASB 73 information. Conversely, fire districts typically do not prepare GAAP based financial statements. Ultimately, your accountant or auditor will be able to advise you as to whether the GASB 73 information will be needed by your municipality.

Q2. *Is the Office of the New York State Comptroller (OSC) going to require GASB 73 information to be reported on the Annual Update Document (AUD)?*

A2. As of the date of this newsletter, the OSC has not issued any guidance on the reporting of GASB 73 information on the AUD. However, the OSC did recently issue guidance on a separate statement, GASB 75, which applies to the treatment of liabilities for other post-employment benefits (OPEB) sometimes offered by local governments. The OSC will *not* be requiring the GASB 75 OPEB information for AUD reporting purposes. Penflex is hopeful that similar guidance will be issued soon regarding the reporting of GASB 73 information on the AUD.

Q3. *My LOSAP is a defined contribution plan, not defined benefit. Do I still need the Disclosure Package provided by Penflex?*

A3. Penflex does not provide a GASB 73 Disclosure Package for our clients with defined contribution plans. While GASB 73 is applicable to defined contribution LOSAPs, the information required does not require special actuarial calculations. The GASB 73 disclosure can be prepared by your accountant or auditor using the Annual Report already provided by Penflex.

Who Services Your Penflex LOSAP?

Defined Benefit Team:

Ed Holohan, ASA
eholohan@penflexinc.com

*Kati Young, ASA, EA, MAAA
kyoung@penflexinc.com

*Christopher Jeffrey, ASA, EA,
MAAA
cjeffrey@penflexinc.com

*Jay Lee
jlee@penflexinc.com

*Adam Lynn
alynn@penflexinc.com

Defined Contribution Team:

Ed Holohan, ASA
eholohan@penflexinc.com

*Leah Campolungo
lcampolungo@penflexinc.com

*Jennifer Landers
jlanders@penflexinc.com

Pat Daglio
pdaglio@penflexinc.com

*Mike Flynn
mflynn@penflexinc.com

Losap Administration Team:

Ed Holohan, ASA
eholohan@penflexinc.com

*Paul Maceli
pmaceli@penflexinc.com

*Jason Cyboron
jcyboron@penflexinc.com

Dan Knight
dknight@penflexinc.com

Lynne Wright
lwright@penflexinc.com

* Denotes designated contact people

Penflex Actuarial Services

If you have a question specific to your program provisions, cost calculations, annual report or audit/GASB reports for your DB (Defined Benefit) program communicate with a DB program contact person. If you have similar questions but for a DC (Defined Contribution) program please communicate with a DC contact person.

If you have a general LOSAP administration question such as beneficiary designations, filing payment election forms, data request packets, etc., communicate with a LOSAP administration contact person.

No matter what your question you can always communicate with Ed Holohan our Company President. Our Long Island clients can contact our Long Island Field Representative Jessica Harris; Jess can be reached at 631-708-2108; Ed can be reached at 518-783-6933 or on his cell at 518-857-8032.

AGREEMENT

Agreement made this _____ day of November, 2020 by and between the Village of Greenport, with an office address of 236 Third Street, Greenport, New York 11944, (the "Village"), and the Goldie Anna Charitable Trust, ("Donor") with an address of P.O. Box 306, 2665 Cedar Lane, East Marion, NY, 11939 regarding a donation to be made to the Village of Greenport by the Donor as set forth herein.

WITNESSETH:

WHEREAS, the Donor is a Section 501(c)(3) charitable entity under the Internal Revenue Code and the Donor desires to make a donation to the Village to be used for a specific purpose or purposes; and

WHEREAS the Village of Greenport has certain needs for replacement or maintenance of existing equipment and the purchase of new facilities for its parks and other Village properties; it is therefore:

AGREED between the Donor and the Village as follows:

1. Donor agrees to make a donation to the Village in the amount of \$ 125,000 on or before December 31, 2020. By December 31, 2020, the Village expects to approve the solicitation of a Request for Proposals for the rehabilitation of the public restrooms at the Village of Greenport Fifth Street Beach and the solicitation of a Request for Proposals for the construction of a gazebo/shade arbor at the Village of Greenport Fifth Street Beach. Corresponding contract awards are expected by the end of January 2021, with work and/or construction to begin by March 2021.
2. Village agrees that the Village shall use the monies received from the donation of one hundred and twenty five thousand dollars (\$125,000) only for the rehabilitation of the Village of Greenport public restrooms at the Village of Greenport 5th Street Beach and for the purchase and installation of a gazebo/shade arbor at the Village of Greenport 5th Street Beach. The Village will create and deposit the donation monies into an earmarked Trust and Agency account, specifically created for, and used only for, monies received from the Goldie Anna Charitable Trust, with the monies received from the donation that are deposited into that account

to be used only for the aforementioned rehabilitation projects at the Village of Greenport 5th Street Beach.

3. Village further agrees that the names of the representatives, principals and/or agents of the Donor dealing with the Village in this matter shall not be disclosed by the Village, its employees and/or officials.

4. This Agreement represents the entire agreement between the Donor and the Village and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this subject, and there are no agreements or understandings between the Village and Donor which are not reflected in this Agreement. The terms of this Agreement may only be amended by a mutually agreed written document signed by both parties.

VILLAGE OF GREENPORT

By: _____

**THE GOLDIE ANNA CHARITABLE
TRUST**

By: _____



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: November 12, 2020
Meeting: November 19, 2020 7:00 PM
Work Session Meeting
To: Mayor George W. Hubbard, Jr.
Board of Trustees
Prepared By: Mary Bess Phillips, *Trustee*
From: Mary Bess Phillips, *Trustee*
Department: Mayor and Board of Trustees

Village Trustee Mary Bess Phillips

Work Session November 19, 2020

Amendment to Chapter 88- continued discussion and requests

During August, September and November we have received complaints of neighbor to neighbor issues with loud music and large gatherings for family events that have raised some enforcement issues late into the night and early morning. Although Southold Town Police Department did respond, as explained in some of the complaints we received, within a small amount of time, the request to be respectful to the neighbor asking for relief from the loud and sometimes window shaking music was ignored and the volume increased. The properties stated in the complaints were either owner occupied, long or short term rentals.

In reviewing and discussing Chapter 88 I am suggesting we reach out to Southold Town Police creating an agreement that when such a complaint is done during the hours our Code Enforcement is not available, a copy of the report is sent to the Village of Greenport Code Enforcement officer the next day to follow up on the complaint.

In a follow up to October 15th work session and with agreement from the board that the Village Administrator and Village Attorney created language for our review to move forward to a public hearing on my suggestion that there be a Chapter added to the Village Code to create a yearly permit within the business district similar to what other municipalities currently have in their codes but under the approval of the Village Board of Trustees. I am thinking that a permit would be a stronger enforcement tool, including increasing the fines.

October 15th

"During our August 20th work session discussion on Chapter 88 (Noise) comments from the Public Hearing held in July on Chapter 88 (Noise) raised some new questions and thoughts for amending this code. I disagree that the Planning Board should be the one issuing a "Music Permit" for exterior amplified music. Their role is site plan review which the topic of any exterior noise would be in their deliberations to their final approval for any application. I do agree that a yearly permit needs to be issued similar to what other municipalities currently have in their codes but under the approval of the Village Board of Trustees. I am thinking that a permit would be a stronger enforcement tool, including increasing the fines.

I reviewed the Village of Sag Harbor's music permit as they as similar to our village. The attached PDF titled "Entertainment" is my suggestions for us to have a separate chapter for this type of permit. The other PDF has my handwritten thoughts dealing with the starting times and dBA levels.

Thank you Mayor and all, for taking the time to review my thoughts for the discussion on the tabled resolution for Chapter 88 at this Thursday's work session."

Follow up to October 15th work session report

5th and 6th Street Beach area, parking and open space

We do need to discuss and plan for the overall operation of that area for summer 2021. During our budget discussions for 2021-2022 I am suggesting that we review and discuss hiring 2 part time park attendants to be the oversight on the upland portion of the park. The lifeguards dealing with the beach, the park attendants dealing with the rules and regulations to be the eyes and ears for the Code enforcement Officer might decrease the numerous complaints received this summer season.

RESOLUTION# 05-2020-8

RESOLUTION authorizing the solicitation of quotes for a used (2015 or newer) Dodge Ram 1500 or equivalent pick-up truck for the Electric

Department, and directing Clerk Pirillo to notice the Request For Quotes accordingly.

Update on purchasing a pickup truck for the Electric Department?

Request to continue the discussion of visual meetings.

February Work Session

Planning Board

In reviewing the video of the Planning Board's meeting December 5, 2019, several members expressed frustration over this section of our Village of Greenport Code. The suggestion was made to write a letter to the Village Board of their concerns. If this has not happened to date, perhaps the Chairman of the Planning Board can meet with our board at the January work session to express their concerns and ideas to us directly.

"Article District Bulk and Parking Regulations <<https://www.ecode360.com/10977691>>

§ 150-12 Schedule of regulations. <<https://www.ecode360.com/10977692>>

The following schedules of regulations apply to the area of lots, the heights of buildings, the yards and other open spaces to be provided, off-street parking spaces, minimum floor areas and all other matters contained therein as indicated for the various districts established by this chapter. Additional bulk requirements are specified in § 150-13 <<https://www.ecode360.com/10977697>>, and off-street loading and parking requirements are specified in § 150-16 <<https://www.ecode360.com/10977748>>.

C. <<https://www.ecode360.com/10977695>>

The use, adaptation or change of use of any building within the CR and WC Districts in existence as of January 1, 1991, shall be entirely exempt from any off-street parking requirements as provided in this or in any other Article. This exemption shall apply thenceforth to improved parcels only and shall not apply to unimproved parcels, notwithstanding other provisions to the contrary.

[Added 11-15-1990 by L.L. No. 4-1990]"

Village of Greenport Chapter 150-30- Approval of site development plans

Section C - Procedure

"Language was being developed by the Village Administrator and Village Attorney. Any update of suggested change to Village Code following October's Village Board's Work Session discussion."

Has there been any progress on this review and discussion for placing a time limit on site plans that are approved by the Planning Board?

August work session

The uncertainty of the COVID 19 health crisis is going to be with us for some time. We started discussions dealing with our zoning code and some of the issues that need to be discussed as the policy makers of our Village of Greenport. Chapter 88 - Noise is moving forward and looking forward to the discussion at this work session. We asked for input from the Statutory Boards dealing with Article V District Bulk & Parking Regulation 150-12 off Street Parking that LL No.4-1990 included some exemptions. There also needs to be clarifying wording for the height of buildings in all zones. It is time to review our Village of Greenport Code or "playbook".

Attachments:



236 THIRD STREET
GREENPORT NY 11944

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

MAYOR
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SYLVIA PIRILLO, RMC
EXT. 205

TREASURER
ROBERT BRANDT
EXT. 217

Submitted: November 13, 2020
Meeting: November 19, 2020 7:00 PM
Work Session Meeting
To: Mayor George W. Hubbard, Jr.
Board of Trustees
Prepared By: Jeanmarie Oddon, *Deputy Clerk*
From: Jeanmarie Oddon, *Deputy Clerk*
Department: Village Clerk Department

Village Trustee Julia Robins

Trustee Julia Robins Work Session Report 11/19/20

BID Meeting 11/11/20 Zoom Meeting

Approve minutes

Treasurer Report

Deborah Pittorino reports the FEMA grant for the Parklet funding is proceeding

A check for \$250 to GFD is pending

SMILE

The Halloween Village was a wonderful event in the Village

A \$20 FB ad produced very good engagement

1000 views +300%

Daily stories & holiday specials

Engagement of members opening emails is up to 40% which is a significant improvement

The Historical Society would like to be included in events contact information

Carlos DeJesus will be added to the mailing list

Northwell Health was added to the business database

They are looking to become more involve in the community through the BID

SOBO

Trees are planned to be moved the week after Thanksgiving

What to do with planters

Rich suggests cut Christmas Trees be installed.

Kim Loper suggested Styrofoam packing to fill in space and keep them light and easy to move in the event of snow or emergency

A suggestion was made to install locking casters for next season.

GATE

Discuss and approve the parklet snow removal plan.

Rich Vandenburg will email the plan to the Mayor and Board after the meeting.

Gus Acero requested to be on the GATE committee.

PRIDE

Linda Kessler reports that there are 11 pages of ads for local businesses in the Sag Express

Nancy Kouros who was instrumental in planning the Halloween Village is working the Snow Globes Window decorating contest and scavenger hunt

It will run for 3 weeks

First prize will be a giant gift Basket

Welcome packet distribution is moving forward

The Tree lights were installed and after Halloween,

The addition of more lights and spritzers look beautiful and uplifting to light the village after the return to standard time.

BID Meeting 10/19/20 Zoom Meeting

Minutes adopted

Treasurer Report

Deborah Pittorino will meet with Jason Odell to work on taking over the treasurer duties

5K checks not deposited yet

Started the approval process to submit for the FEMA grant to help with parklet expenses

SOBO

Dave Abatelli met with the Tree Committee

To discuss where 13 trees will go

6 trees will be planted in the business district and 7 will be planted in residential areas

PRIDE

Linda Kessler reported good participation for ads in the Sag Express

Photos featuring each business will be done today

The Holiday lights are being installed today

Small Business Saturday promotion is going to begin

The Committee will be planning for the window decorating and poster contest

And create contest details sheet for the merchants

Information should be ready to be disseminated to the merchants by Nov 11

Nancy Kouros said there are 40 businesses participating in the Halloween Village

A Reminder will be sent to businesses to follow safety protocols for distributing candy

A notice will be sent to the school in English and Spanish as well as the Library

Rich Vandenburg is going to move forward with Welcome packet

The virtual 5K summary provided the following details:

The event was canceled for the original date in October and done as a virtual event with registers runners submitting their times.

\$3600 income

\$2130 expense

\$1,470 net

SMILE

Bill Robins

Promotion of the Halloween Village used an ad on FB that cost \$20 and it Performed well

Library will present age specific videos of staff reading Halloween stories

on Friday after school 4-5 pm and on Halloween

Bill suggests holding off on videos featuring individual businesses until after the holidays

Received a communication from an ABC affiliate station from Boston about filming in Greenport

Request that she get in touch with Rich

Deborah Pittorino is organizing and supervising students to work on data collection for the website

GATE

\$250 donation to GFD toy fund was approved

Discussion of funding through grants for parklet materials and expenses

Rich Vandenburg wants extend the parklets until to Dec 31

I suggest a letter with a formal request to Village Board and the DOT.

They should address how the BID will assist in the event of snow

A request was made to discuss parking enforcement in an upcoming meeting in November.

Trustee Julia Robins - Work Session Report 11/19/20

Parklet Extension

I am advocating for the extension of the Parklets on Front and Main Street until Dec 31.

I believe they will continue to provide an opportunity for the businesses to conduct some semblance of activity during the Holiday Season.

The added street presence will help them showcase their goods and services in the fresh air and promote a safe environment for residents and visitors to enjoy holiday shopping.

Noise Code

I think we should schedule another public hearing on the noise code.

I would like the Board to consider two changes to the current code.

1. Take the Planning Board out of the approval process for businesses wanting to offer music. Create a permit to be issued by the building department for music and entertainment.

2. I would like to see the decibel level reduced for all types of music to 75 dB.

According to the CDC music at concerts and restaurants that are at 85 dB or higher can cause hearing loss over time.

Additionally I do not think that the code should be used to deal with residential noise amongst neighbors.

I don't think we can codify behavior.

When residents are having problems with noisy neighbors partying and acting up they need to call the Southold Town PD to address their complaint.

Payments in Lieu of Parking

This part of the code really bothers me.

I don't consider this an option now.

This became part of the code in 1981 when the Village was a very different place in terms of parking and business activity.

This makes no sense in a village that does not have the space to create more parking.

This part of the code along with the Grandfathered Parking and loading regulations was added in 1991.

I agree with the need to grandfather loading zones which can be used to limit delivery trucks parking in front of stores.

Grandfathering of buildings that existed prior to January 1, 1991 may have made sense at a time when the number of cars and visitors to the Village was very different.

It makes no sense in Village as it exists today.

It think it is an antiquated part of the code the should be eliminated.

Payment in lieu of Parking 150-12

The Planning Board may, when it deems it to be in the best interest of the Village, require an owner to deposit a cash payment in lieu of any parking requirements set forth in this section or § **150-12** but not to exceed a waiver of more than 20 required parking spaces. The amount to be paid shall be \$2,500 per parking space required but not provided. Said funds will be deposited with the Village Board and maintained by the Village Board in a special fund and used by the Village Board for the construction, acquisition or maintenance of public parking facilities. Any decision of the Planning Board pursuant to this section may be appealed to the Village Board within 60 days of the filing of the Planning Board's decision.

[Added 6-10-1981 by L.L. No. 4-1981; amended 10-16-1986 by L.L. No. 6-1986; 6-18-1987 by L.L. No. 6-1987; 8-12-1993 by L.L. No. 3-1993]

Grandfathered Parking and loading regulations

A.

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

(1)

Schedule of parking requirements. Accessory off-street parking spaces, open or enclosed, shall be provided for any use as specified below, for land which is unimproved within the CR and WC Districts, and for all other land in all other districts, improved or unimproved. Land within the CR and WC Districts which is improved as of January 1, 1991, shall be entirely exempt from off-street parking requirements and from payments in lieu thereof. Any land which

is developed as a unit under single ownership and control shall be considered a single lot for the purpose of these parking regulations. Reasonable and appropriate off-street parking requirements for structures and uses which do not fall within the categories listed below shall be determined by the Planning Board upon consideration of all factors entering into the parking needs of each such use.

[Amended 11-15-1990 by L.L. No. 4-1990]

Attachments: