



236 Third Street
Greenport NY
11944

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MAYOR

GEORGE W. HUBBARD,
JR.
EXT. 215

TRUSTEES

JACK MARTILOTTA
DEPUTY MAYOR

PETER CLARKE

MARY BESS PHILLIPS

JULIA ROBINS

**VILLAGE
ADMINISTRATOR**

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

CLERK

SYLVIA PIRILLO, RMC
EXT. 206

TREASURER

ROBERT BRANDT
EXT. 217

**November 29, 2021 at 7:00 PM
Mayor and Board of Trustees – Regular Meeting
Third Street Firehouse
Greenport, NY 11944**

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ANNOUNCEMENTS

The Village of Greenport Housing Authority is actively seeking a new Member.

The Village Offices will close at noon on December 24, 2021 and December 31, 2021.

PRESENTATION

- Karen Doherty, Chairperson of the Historic Preservation Commission

PUBLIC HEARINGS

A public hearing to solicit ideas from the citizenry regarding a possible application by the Village of Greenport for Community Development Block Grant funds for Fiscal Year 2022

A public hearing regarding the Wetlands Permit Application submitted by North Ferry Company to repair and provide maintenance on two existing ramps

A public hearing on a proposed local law prohibiting the establishment of retail marijuana dispensary licenses and/or on-site consumption licenses within the Village of Greenport

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 11-2021-1**

RESOLUTION adopting the November, 2021 agenda as printed.

RESOLUTION # 11-2021-2

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

FIRE DEPARTMENT**RESOLUTION # 11-2021-3**

RESOLUTION approving the application for membership of Gabrielle S. Toussaint to the Rescue Squad of the Greenport Fire Department, as approved by the Greenport Fire Department Board of Wardens on November 17, 2021.

VILLAGE ADMINISTRATOR**RESOLUTION # 11-2021-4**

RESOLUTION authorizing the issuance of a check made payable to Paul Pallas as Village Administrator in the amount of \$1,000.00; to be used to establish the cashdrawer/banks for the Village of Greenport Ice Rink.

RESOLUTION # 11-2021-5

RESOLUTION authorizing the attendance of Paul Pallas at a NYAPP staff meeting to discuss a personnel matter in Albany, New York from December 1, 2021 through December 2, 2021 at a lodging rate of \$ 130.00 at the Hilton Hotel, reimbursable meal expenses not to exceed \$ 35 per day, applicable transportation costs, and standard mileage reimbursement per the Village of Greenport Travel Policy; to be expensed from account A.0781.401 (Executive Department Office Contracts).

RESOLUTION # 11-2021-6

RESOLUTION approving an increase in the hourly wage rate for Adam Brautigam, from \$ 22.49 per hour to \$ 24.49 per hour, effective December 1, 2021 owing to the assumption of additional duties and responsibilities, per Article VII (Salaries and Compensation), Section 9 (a) - Merit Clause - of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

RESOLUTION # 11-2021-7

RESOLUTION approving an increase in the hourly wage rate for Deborah McLoughlin, from \$ 23.69 per hour to \$ 25.69 per hour, effective December 1, 2021 owing to the assumption of additional duties and responsibilities, per Article VII (Salaries and Compensation), Section 9 (a) - Merit Clause - of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

VILLAGE TREASURER**RESOLUTION # 11-2021-8**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4889 to appropriate reserves to fund the replacement of leveling cables on Light Plant Vehicle # G-16, and directing that Budget Amendment # 4889 be included as part of the formal meeting minutes of the November 29, 2021 Regular Meeting of the Board of Trustees.

RESOLUTION # 11-2021-9

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4893 to appropriate reserves to fund the purchase of two (2) 2022 Ford Ranger XL pickup trucks from Hempstead Ford Lincoln pursuant to the bid opening on October 14, 2021; and directing that Budget Amendment # 4893 be included as part of the formal meeting minutes of the November 29, 2021 Regular Meeting of the Board of Trustees.

RESOLUTION # 11-2021-10

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4905 to appropriate reserves to fund the purchase and installation of a new HVAC system in the Village Hall Annex, and directing that Budget Amendment # 4905 be included as part of the formal meeting minutes of the November 29, 2021 Regular Meeting of the Board of Trustees.

RESOLUTION # 11-2021-11

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4906 to appropriate reserves to fund the Change Order for additional engineering services related to the Central Pump Station Reconstruction Project, and directing that Budget Amendment # 4906 be included as part of the formal meeting minutes of the November 29, 2021 Regular Meeting of the Board of Trustees.

VILLAGE CLERK

RESOLUTION # 11-2021-12

RESOLUTION approving the attached SEQRA resolution regarding the proposed creation of Chapter 59 (Cannabis Opt-Out) of the Village of Greenport Code; adopting lead agency status, determining the adoption of the local law creating Chapter 59 to be an Unlisted Action, determining that the adoption of the local law will not have a significant negative impact on one or more aspects of the environment and adopting a negative declaration for purposes of SEQRA.

RESOLUTION # 11-2021-13

RESOLUTION adopting a Local Law, creating Chapter 59 (Cannabis Opt-Out) of the Village of Greenport Code; prohibiting the establishment of retail marijuana dispensary licenses and/or on-site consumption licenses within the Village of Greenport.

RESOLUTION # 11-2021-14

RESOLUTION hiring Anthony Monzon Alvarado as a full-time Groundskeeper I for the Village of Greenport Road Department, at a pay rate of \$ 16 per hour, effective December 1, 2021. All health insurance and other full-time employment benefit provisions specified in the current contract between the Village of Greenport and CSEA Local 1000 apply to this hiring, as does the standard twenty-six week Suffolk County Civil Service probationary period.

RESOLUTION # 11-2021-15

RESOLUTION hiring Meko Denon Bell as a full-time Laborer for the Village of Greenport Road Department, at a pay rate of \$ 16 per hour, effective December 1, 2021. All health insurance and other full-time employment benefit provisions specified in the current contract between the Village of Greenport and CSEA Local 1000 apply to this hiring, as does the standard twenty-six week Suffolk County Civil Service probationary period.

RESOLUTION # 11-2021-16

RESOLUTION ratifying the authorization of attendance of any Trustee, Village employee, Planning Board member or Zoning Board member at the Suffolk County Village Officials Association Municipal Training, via Zoom Conference, from 6:00 p.m. through 8:20 p.m. on November 16, 2021, at a cost of \$ 30.00 per person, to be expensed from the corresponding account number.

RESOLUTION # 11-2021-17

RESOLUTION approving the attached contract between the Village of Greenport and the Greenport Hockey Club, Ltd. for the use of the Village of Greenport Ice Rink and associated equipment, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and the Greenport Hockey Club, Ltd.

RESOLUTION # 11-2021-18

RESOLUTION approving the attached contract between the Village of Greenport and the Greenport Open Hockey League for the use of the Village of Greenport Ice Rink and associated equipment, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and the Greenport Open Hockey League.

RESOLUTION # 11-2021-19

RESOLUTION approving the attached 2021 – 2022 Service Fee Agreement between the Village of Greenport and Penflex, Inc. regarding the 2021 - 2022 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 # 11-2021-20

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 # 11-2021-21

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 # 11-2021-22

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 # 11-2021-23

RESOLUTION authorizing the annual 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 # 11-2021-24

RESOLUTION authorizing the annual 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 # 11-2021-25

RESOLUTION authorizing the annual 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 # 11-2021-26

RESOLUTION declaring as abandoned the motorized boat with New York State registration number NY7505FT, per the written notice dated October 19, 2021; and directing Clerk Pirillo to notice the abandonment and corresponding sale and Request for Quotations (for purchase) accordingly.

RESOLUTION # 11-2021-27

RESOLUTION scheduling a public hearing for 7:00 p.m. on December 23, 2021 at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944 regarding the Wetlands Permit Application submitted by Wayne Turett to maintenance dredge, for a five-foot (5') deep (mean low tide) path from the dock to the closest Townsend Manor dock, for the property located at 746 Main Street, Greenport, New York, 11944; and directing Clerk Pirillo to notice the public hearing accordingly.

RESOLUTION # 11-2021-28

RESOLUTION approving the attached Change Order from J.R. Holzmacher in the amount of \$ 13,267.50 for additional engineering services related to Task 4 (Construction Phase Services) and Task 5 (Construction Administration Services) of the sanitary sewer central pump station replacement project currently in progress.

RESOLUTION # 11-2021-29

RESOLUTION approving an increase in the cost of a single ride on the Village of Greenport Carousel from \$ 2.00 to \$ 3.00 per single ride, with a 15 ticket purchase cost increasing from \$ 20.00 to \$ 30.00, and approving increases in the rates of stay at The Village of Greenport Mitchell Park Marina and Village of Greenport McCann Campground, per the attached proposed rates, with the cost increases to be effective on January 1, 2022.

RESOLUTION # 11-2021-30

RESOLUTION approving the attached Vendor Agreement between The Village of Greenport and The Office of Temporary and Disability Assistance regarding the New York State Emergency Rental Arrears Program, and authorizing Treasurer Brandt to sign the vendor Agreement between the Village of Greenport and The Office of Temporary and Disability Assistance.

TRUSTEES**RESOLUTION # 11-2021-31**

RESOLUTION ratifying and approving the Stipulation of Agreement dated November 15, 2021, between the Village of Greenport and the CSEA, Inc, Local 1000; with the resulting Collective Bargaining Agreement effective dates to be June 1, 2021 - May 31, 2025.

VOUCHER SUMMARY**RESOLUTION # 11-2021-32**

RESOLUTION approving all checks per the Voucher Summary Report dated November 19, 2021, in the total amount of \$ 1,947,760.91 consisting of:

- o All regular checks in the amount of \$ 1,859,331.14, and
- o All prepaid checks (including wire transfers) in the amount of \$ 88,429.77.

BOARD OF TRUSTEES - VILLAGE OF GREENPORT
SEQRA RESOLUTION REGARDING THE ADOPTION OF A LOCAL LAW REGARDING
THE PROHIBITION OF THE ESTABLISHMENT OF RETAIL MARIJUANA DISPENSARY LICENSES
AND/OR ON-SITE CONSUMPTION LICENSES WITHIN THE VILLAGE OF GREENPORT, AND
CREATING VILLAGE OF GREENPORT CODE CHAPTER 59

WHEREAS THE Village of Greenport intends to create Chapter 59 of the Village of Greenport Code to prohibit the establishment of retail marijuana dispensary licenses and/or on-site consumption license within the Village of Greenport; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Village of Greenport with respect to the creation of Chapter 59 of the Village of Greenport Code and completed a short form EAF for purposes of SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the creation of Chapter 59 of the Village of Greenport Code to prohibit the establishment of retail marijuana dispensary licenses and/or on-site consumption license within the Village of Greenport; and it is further

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the creation of Chapter 59 of the Village of Greenport Code to prohibit the establishment of retail marijuana dispensary licenses and/or on-site consumption license within the Village of Greenport; is an Unlisted Action for purposes of SEQRA;

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

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

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

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

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

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

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

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

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

Upon motion by Trustee

/ seconded by Trustee

this resolution is carried as follows:

Dated: October 4, 2021

LOCAL LAW NO. _____ OF THE YEAR 2021
OF THE INCORPORATED VILLAGE OF GREENPORT
A LOCAL LAW CREATING CHAPTER 59; CANNABIS OPT OUT
OF THE GREENPORT VILLAGE CODE OPTING OUT OF THE
LICENSURE AND ESTABLISHMENT OF A RETAIL DISPENSARY
LICENSE AND/OR AN ON-SITE CONSUMPTION LICENSE
IN THE VILAGE OF GREENPORT
PURSUANT TO §131 OF THE NEW YORK STATE CANNABIS LAW

- Section 1.0 Enactment, Effective Date, Purpose and Intent and Findings.
- Section 1.1. Title
- Section 1.2. Enactment.
- Section 1.3. Effective Date.
- Section 1.4. Purpose and Intent of Local Law.
- Section 1.5. Findings
- Section 2.0 General Provisions
- Section 2.1. Creation of Chapter 59 of the Greenport Village Code
- Section 3.0 Severability
- Section 3.1 Severability

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

1.1. Title

This Local Law shall be entitled, "A Local Law Creating Chapter 59; Cannabis Opt-Out of the Greenport Village Code Opting Out of the Licensure and Establishment of a Retail Dispensary License and/or an On-Site Consumption License in the Village of Greenport".

1.2 Enactment; Subject to Permissive Referendum.

Pursuant to Municipal Home Rule Law, including without limitation Sections 10 and 20 thereof, the Board of Trustees of Village of Greenport, County of Suffolk and State of New York ("Board of Trustees"), hereby enacts this Local Law subject to permissive referendum governed by section twenty-four of the Municipal Home Rule Law, requesting the Cannabis Control Board to prohibit the establishment of such retail dispensary licenses and/or on-site consumption licenses contained in article four of the Cannabis Law within the Village of Greenport.

1.3. Effective Date. This Local Law shall take effect thirty days after the adoption of the local law or on the authorization pursuant to a permissive referendum governed by section twenty-four of the Municipal Home Rule Law in the event that a permissive referendum is conducted, and thereafter on the filing of this Local Law with the Secretary of State of the State of New York.

1.4. Purpose and Intent of this Local Law.

The purpose and intent of the Local Law is for the Village of Greenport to opt-out of the establishment and licensing of retail dispensary licenses and/or on-site consumption licenses contained in Article Four of the Cannabis Law pursuant to Section 131 of the New York State Cannabis Law.

1.5 Findings.

The Board of Trustees after a review of available information and due deliberation hereby finds that it is in the health and welfare and best interests of the residents and property owners and of the quality of life, safety and well-being of the residents of the Village, and the orderly development of the Village of Greenport that the Village of Greenport opts-out of the establishment and licensing of retail dispensary licenses and/or on-site consumption licenses contained in Article Four of the Cannabis Law pursuant to Section 131 of the Cannabis Law.

2.0 General Provisions

2.1 Creation of Chapter 59; Cannabis Opt-Out of the Greenport Village Code

Chapter 59; Cannabis Opt-Out of the Greenport Village Code is hereby created to read as follows:

“§ 59-1 The Village of Greenport hereby elects to opt-out of the provisions of the Cannabis Law allowing the establishment and licensing of allowing retail cannabis dispensaries and/or cannabis on-site consumption establishments within the Village of Greenport and requests the Cannabis Control Board to prohibit the establishment of such retail dispensary licenses and/or on-site consumption licenses contained in article four of the Cannabis Law within the Village of Greenport.

§ 59-2 Upon the adoption of this Chapter by the adoption of a local law subject to permissive referendum the Cannabis Control Board shall not issue a retail dispensary license and/or an on-site consumption license contained in Article Four of the Cannabis Law within the Village of Greenport.”

3.0 Severability

3.1 Severability

The provisions of this Local Law are declared to be severable, and if any section, sentence, clause or phrase of this article shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Local Law, but they shall remain in effect, it being the legislative intent that this Local Law shall stand, notwithstanding the invalidity of any part.

GREENPORT ICE RINK AGREEMENT

AGREEMENT made this day of 2021, by and between the Greenport Hockey Club Ltd., (the "Club"), a domestic New York State not-for-profit corporation with an address of 900 Harvest Lane, Mattituck, New York, 11952 and the Village of Greenport (the "Village"), a New York State municipal corporation with an address of 236 Third Street, Greenport, New York 11944 (the "Village") as follows:

WHEREAS the Village is the owner of the area located on Front Street in the Village of Greenport where the Village installs a seasonal ice rink (the "rink") and associated equipment, and the Village is also the owner of the rink and the equipment associated with the rink; and

WHEREAS the Village is desirous of enhancing the use of the rink by the public by making the rink available to the Club provided the use by the Club does not interfere with public skating times or the use of the rink by the general public, and provided that the Village does not incur any additional costs or expenditures for the use of rink by the Club and entering an agreement for the use of the rink by the Club for that purpose; and

WHEREAS the Club is desirous of entering an agreement with the Village for the use of the rink and to ensure that the use of the rink by the Club does not interfere with the use of the rink by the general public or result in any additional costs to the Village, it is therefore

AGREED that;

1. The Village will provide scheduled ice time to the Club at the rink, on a previously agreed scheduled basis. The scheduled ice times will be set so as to not interfere with scheduled general skating times.
2. The Club will pay the Village the amount of \$100 per hour for the use of the rink for times other than Saturday night, and the Club shall pay the Village the standard rental rate for the use of the rink for Saturday night.
3. The Club acknowledges that the Village is not obligated to offer any form of discount on season skating passes.
4. The Club shall be responsible for paying for ice time that is safe and generally suitable for playing hockey. The ice surface at the rink must be Zamboni cleared at the beginning of each session. The Club is not responsible to pay for the use of the rink when the rink is closed or when unsafe or soft conditions are present on the ice, preventing the play of ice hockey.

5. The Club shall have the option of rescheduling any cancelled sessions to another time or day when the ice is not previously reserved and the date or time proposed by the Club does not interfere with or limit the use of the rink by the general public.

6. The term of this agreement shall be from December 1, 2021 until May 1, 2022 unless terminated by one of the parties prior to May 1, 2022. The Village may terminate this Agreement on ten days written notice in the event of any breach or default by the Club, which is not corrected within ten days of the mailing of the notice of default as provided herein, including but not limited to the failure to make payment. In the event that the Club fails to obtain or maintain the required insurance or is responsible for the creation or continuance of a dangerous condition at the rink or premises, the Village may terminate this agreement on three days prior written notice as provided herein.

7. The Club shall make payments to the Village on the first day of each month starting with December 1, 2021 for the time that the Club has scheduled for that month. The payment on the first day of each month shall be based on the schedule below with the payment due on the 1st day of each month (December, January, February, and March). The rate and payment for the actual time for which the rink was actually used by the Club in any month shall be adjusted in the amount paid at the end of that month, with the second payments due on December 31, 2021, January 31, 2022, February 28, 2022, and March 31, 2022, and the Club shall pay any balance due to the Village under this Agreement within ten days of March 31, 2022, the end of the term of the Agreement.

December estimated total fee: \$ 1,200 Balance based on actual use due on December 31, 2021
Initial monthly Payment: \$ 600 (due December 1, 2021)

January estimated total fee: \$ 1,200 Balance based on actual use due on January 31, 2022
Initial monthly Payment: \$ 600 (due January 1, 2022)

February estimated total fee: \$ 1,200 Balance based on actual use due on February 28, 2022
Initial monthly Payment: \$ 600 (due February 1, 2022)

March estimated total fee : \$ 1,200 Balance based on actual use due on March 31, 2022.
Initial monthly Payment: \$ 600 (due March 1, 2022)

8. The Village shall be responsible for the payment of all utilities used at the Rink and shall be responsible for cleaning the rink except as otherwise mentioned in this Agreement.

9. The Village of Greenport shall add and maintain, for the term of this Agreement and any extensions thereto, the rink to the Village liability insurance policy as named additional insured with respect to the Premises and use. The Village, at its expense, shall maintain at all times during the term of this lease public liability insurance in respect of the demised premises and the conduct or operation of business or activities therein, not less than \$1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a \$2,000,000.00 in general aggregate amount.

10. The Club shall obtain liability insurance and provide proof of coverage thereof including but not limited to in respect of the rink and the use thereof by the Club, and the operation and activities therein, in the amount of not less than \$1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a \$2,000,000.00 in general aggregate amount. The insurance obtained by the Club shall name the Village of Greenport as additional insured and the Club shall provide proof of the coverage to the Village prior to the use of the rink by the Club and on request by the Village. The Club shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and the Club shall deliver to the Village proof of said renewal policy at least thirty (30) days before the expiration of any existing policy. All the policies shall be issued by companies satisfactory to Village and all the policies shall contain a provision whereby the same cannot be canceled or modified unless the Village is given at least twenty (20) days' prior written notice of said cancellation or modification, including, without limitation, any cancellation resulting from non-payment of premiums.

11. The Club agrees not to suffer any act of commission or omission at the rink or on the premises which will increase the rate of insurance or cause the cancellation of any policy of insurance of any nature thereon or which is extra hazardous on account of Fire Risk; and not to permit any odors, noises or accumulation of dirt or refuse matter which may impair said building or interfere with Lessor.

12. This Agreement shall not be assignable by the Club.

15. All notices by or to either party herein shall be in writing and sent by certified mail, return receipt requested, and regular mail, as follows:

To the Club:
Greenport Hockey Club Ltd.,
900 Harvest Lane,
Mattituck, New York 11952

To the Village:
Sylvia Pirillo, RMC, Village Clerk
Village of Greenport
236 Third Street
Greenport, New York 11944

16. The Club agrees to and shall defend, indemnify, and hold harmless the Village of Greenport and the respective officials, officers, agents, and employees of the Village of Greenport from and against any and all claims, suits, loss, costs or liability arising from or on account of the Club's use of the Rink and the Premises and that the Village of Greenport shall not be liable or responsible to the Club for any act or omission of the Village that is not the direct

This Agreement constitutes the entire agreement between the Club and the Village regarding this matter, no other verbal agreements have been entered into, and any modification of this Agreement or any of its terms and conditions or of any matter relating to this Agreement must be in writing and duly executed by the Club and the Village.

Dated:

Greenport Hockey Club Ltd.

By: _____

Village of Greenport

By: _____

George W. Hubbard, Jr., Mayor

GREENPORT ICE RINK AGREEMENT

AGREEMENT made this day of 2021, by and between the Greenport Open Hockey League, (the "Club"), a domestic New York State not for profit corporation with an address of P.O. Box 476, Laurel, New York, 11948 and the Village of Greenport (the "Village"), a New York State municipal corporation with an address of 236 Third Street, Greenport, New York 11944 (the "Village") as follows:

WHEREAS the Village is the owner of the area located on Front Street in the Village of Greenport where the Village installs a seasonal ice rink (the "rink") and associated equipment, and the Village is also the owner of the rink and the equipment associated with the rink; and

WHEREAS the Village is desirous of enhancing the use of the rink by the public by making the rink available to the Club provided the use by the Club does not interfere with public skating times or the use of the rink by the general public, and provided that the Village does not incur any additional costs or expenditures for the use of rink by the Club and entering an agreement for the use of the rink by the Club for that purpose; and

WHEREAS the Club is desirous of entering an agreement with the Village for the use of the rink and to ensure that the use of the rink by the Club does not interfere with the use of the rink by the general public or result in any additional costs to the Village, it is therefore

AGREED that;

1. The Village will provide scheduled ice time to the Club at the rink, on a previously agreed scheduled basis. The scheduled ice times will be set so as to not interfere with scheduled general skating times or other scheduled activities.

2. The Club will pay the Village the amount of \$100 per hour for the use of the rink for times other than Saturday night, and the Club shall pay the Village the standard rental rate for the use of the rink for Saturday night.

3. The Club will provide volunteers that will help to spray and create the sheet at the beginning of the season and acknowledges that overnights are usually required.

4. The Club acknowledges that acknowledges that the Village is not obligated to offer any form of discount on season skating passes.

5. The Club shall be responsible for paying for ice time that is safe and generally suitable for playing hockey. The ice surface at the rink must be Zamboni cleared at the beginning of each session. The Club is not responsible to pay for the use of the rink when the rink is closed or when unsafe or soft conditions are present on the ice, preventing the play of ice hockey.

6. The Club shall have the option of rescheduling any cancelled sessions to another time or day when the ice is not previously reserved and the date or time proposed by the Club does not interfere with or limit the use of the rink by the general public.

7. The term of this agreement shall be from December 1, 2021 until May 1, 2021 unless terminated by one of the parties prior to May 1, 2021. The Village may terminate this Agreement on ten days written notice in the event of any breach or default by the Club, which is not corrected within ten days of the mailing of the notice of default as provided herein, including but not limited to the failure to make payment. In the event that the Club fails to obtain or maintain the required insurance or is responsible for the creation or continuance of a dangerous condition at the rink or premises, the Village may terminate this agreement on three days prior written notice as provided herein.

8. The Club shall make payments to the Village on the first day of each month starting with December 1, 2021 for the time that the Club has scheduled for that month. The payment on the first day of each month shall be based on the schedule below with the payment due on the 1st day of each month (December, January, February, and March,). The rate and payment for the actual time for which the rink was actually used by the Club in any month shall be adjusted in the amount paid at the end of that month, with the second payments due on December 31, 2021, January 31, 2022, February 28, 2022, and March 31, 2022, and the Club shall pay any balance due to the Village under this Agreement within ten days of March 31, 2022, the end of the term of the Agreement.

December estimated total fee: \$ 1,600 Balance based on actual use due on December 31, 2021
Initial monthly Payment: \$ 800 (due December 1, 2021)

January estimated total fee: \$ 1,600 Balance based on actual use due on January 31, 2022
Initial monthly Payment: \$ 800 (due January 1, 2022)

February estimated total fee: \$ 1,600 Balance based on actual use due on February 28, 2022
Initial monthly Payment: \$ 800 (due February 1, 2022)

March estimated total fee : \$ 1,800 Balance based on actual use due on March 31, 2022.
Initial monthly Payment: \$ 900 (due March 1, 2022)

9. The Village shall be responsible for the payment of all utilities used at the Rink and shall be responsible for cleaning the rink except as otherwise mentioned in this Agreement.

10. The Village of Greenport shall add and maintain, for the term of this Agreement and any extensions thereto, the rink to the Village liability insurance policy as named additional insured with respect to the Premises and use. The Village, at its expense, shall maintain at all times during the term of this lease public liability insurance in respect of the demised premises and the conduct or operation of business or activities therein, not less than \$1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a \$2,000,000.00 in general aggregate amount.

11. The Club shall obtain liability insurance and provide proof of coverage thereof including but not limited to in respect of the rink and the use thereof by the Club, and the operation and activities therein, in the amount of not less than \$1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a \$2,000,000.00 in general aggregate amount. The insurance obtained by the Club shall name the Village of Greenport as additional insured and the Club shall provide proof of the coverage to the Village prior to the use of the rink by the Club and on request by the Village. The Club shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and the Club shall deliver to the Village proof of said renewal policy at least thirty (30) days before the expiration of any existing policy. All the policies shall be issued by companies satisfactory to Village and all the policies shall contain a provision whereby the same cannot be canceled or modified unless the Village is given at least twenty (20) days' prior written notice of said cancellation or modification, including, without limitation, any cancellation resulting from non-payment of premiums.

12. The Club agrees not to suffer any act of commission or omission at the rink or on the premises which will increase the rate of insurance or cause the cancellation of any policy of insurance of any nature thereon or which is extra hazardous on account of Fire Risk; and not to permit any odors, noises or accumulation of dirt or refuse matter which may impair said building or interfere with Lessor.

13. This Agreement shall not be assignable by the Club.

14. All notices by or to either party herein shall be in writing and sent by certified mail, return receipt requested, and regular mail, as follows:

To the Club:
Greenport Open Hockey League
P. O. Box 476,
Laurel, New York 11948

To the Village:
Sylvia Pirillo, RMC, Village Clerk
Village of Greenport
236 Third Street
Greenport, New York 11944

15. The Club agrees to and shall defend, indemnify, and hold harmless the Village of Greenport and the respective officials, officers, agents, and employees of the Village of Greenport from and against any and all claims, suits, loss, costs or liability arising from or on account of the Club's use of the Rink and the Premises and that the Village of Greenport shall not be liable or responsible to the Club for any act or omission of the Village that is not the direct

This Agreement constitutes the entire agreement between the Club and the Village regarding this matter, no other verbal agreements have been entered into, and any modification of this Agreement or any of its terms and conditions or of any matter relating to this Agreement must be in writing and duly executed by the Club and the Village.

Dated:

Greenport Open Hockey League

By: _____

Village of Greenport

By: _____
George W. Hubbard, Jr., Mayor

STATE OF NEW YORK)
)ss:
COUNTY OF SUFFOLK)

On this ____ day of _____, 2021, before me personally came _____ to me known, who, being by me duly sworn did depose and say that he resides at _____ that he is the _____ of _____ described in and which executed the foregoing instrument.

(SEAL)

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF SUFFOLK)

On this ____ day of _____, 20____, before me personally came _____ to me known to be the _____ the persona described as such in and who as such executed the foregoing instrument and he acknowledged to me that he executed the same as for purposes therein mentioned.

(SEAL)

Notary Public

**Penflex Actuarial Services, LLC.
11/1/2021-10/31/2022 Service Fee Agreement**

**VILLAGE OF GREENPORT
SERVICE AWARD PROGRAM**

Standard Services Fee Schedule

Base Fee: \$3,600, \$0 change from 2020

Per-Participant Fee: \$18, \$0 change from 2020

Payment certification and trustee directive letters: \$75 per letter, \$0 change from 2020

Total Estimated Standard and Distribution Services Fees: \$6,500

Preparation of Financial Statement Disclosures

Disclosure Packages Provided For Program Year 2020:

NYS LOSAP Audit Package: No

GASB 73 Package: Yes

Auditing Firm:

Contact Name:

Email Address:

Please Check 'Yes' Or 'No' For Program Year 2021:

Complete the NYS LOSAP Audit Package for a fee of \$495: _____ Yes _____ No

This is a \$0 change from 2020. 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 2020. 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 Actuarial Services, LLC. 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 Actuarial Services, LLC.

J.R. Holzmacher P.E., LLC

3555 Veterans Highway Ronkonkoma, New York 11779-7636
Tel: (631) 234-2220 Fax: (631) 234-2221 e-mail: info@holzmacher.com

November 10, 2021

Hon. George W. Hubbard, Jr., Mayor
Village of Greenport
236 Third Street
Greenport, New York 11944

Re: Sanitary Sewer Central Pump Station
Replacement Project – Request for Budget
Increase on Tasks 4 & 5

Dear Mayor Hubbard:

We are writing with regard to the project to replace and reconstruct the Central Pump Station within the sanitary sewer collection system. This project has now seen substantial construction progress with the new pump station and the new generator building now in place. There have been some delays in obtaining equipment and materials and there are several components such as the flow meter and comminutor which still await delivery. In addition to delays in obtaining materials we were also forced to register the old generator fuel tank with SCDHS although it had been deemed exempt for many years. The project is going well and finally making good progress but will take several months additional to become fully operational.

Our original proposal included suggested budgets for actual time spent at hourly rates for Task 4 – Construction Phase Services and Task 5 – Construction Administration Services. The project has taken longer than originally anticipated and we need to request a budget increase for each task.

Task 4 had an initial budget allocation of \$18,564 while the effort to date is \$18,214.25; and Task 5 had an initial budget allocation of \$11,352 while the effort to date is \$11,975.25 so we are over the combined budget by \$273.50.

We are assuming that we might need some additional site visits, given the complexity of the selected control system in order to assist the contractor to properly wire and set up the control system to interface with the installed equipment at the site. The attached spread sheet shows 86 additional hours, primarily for Andrew Hine and Tom Nehring, totaling \$12,994. When added to the current overage totals to a requested budget increase of \$13,267.50

Hon. George W. Hubbard, Jr., Mayor
Central Pump Station Request for Budget Increase
November 10, 2021
Page 2

Thank you in advance for your consideration of this request and for the opportunity to work with you on this important project. Please call me if you have any questions.

Very truly yours,
J.R. Holzmacher P.E., LLC

A handwritten signature in black ink, appearing to read "J. R. Holzmacher", written in a cursive style.

J. Robert Holzmacher, P.E.
Principal

JRH:j
Encl.

p:\2019\grptv\19-04 central pump station\billing\proposal\central ps budget request.doc

COST PROPOSAL/BACKUP SHEET
Inc. Village of Greenport
Central Pump Station
Construction Phase Budget Increase Request
2021 Man-Hour Matrix

LABOR					
Name	Position	Rate	Unit	Quantity	Amount
J. Robert Holzmacher, P.E.	Principal	\$ 225.00	/hour	8	\$ 1,800.00
Michael Simon, P.E.	Principal	\$ 180.00	/hour	0	\$ -
Thomas J. Murawski, R.A.	Architect	\$ 180.00	/hour	0	\$ -
Anthony J. Zalak	Project Manager/ GIS Specialist	\$ 157.50	/hour	8	\$ 1,260.00
Steven Uccellini	Project Manager	\$ 141.00	/hour	0	\$ -
Paul D. Carroll	Senior Designer	\$ 125.00	/hour	0	\$ -
Sarah K. Caliendo	Project Engineer	\$ 120.00	/hour	4	\$ 480.00
Andrew Hine, I.E.	Project Engineer	\$ 120.00	/hour	40	\$ 4,800.00
Daniel Mastrococo	Project Engineer	\$ 110.00	/hour	0	\$ -
Mia Tagliagambe	Project Engineer	\$ 110.00	/hour	0	\$ -
Brandon Ramsaran	Staff Engineer	\$ 110.00	/hour	0	\$ -
Nicole M. Sinko	Project Architect	\$ 105.00	/hour	0	\$ -
James Ferraiuolo	Project Scientist	\$ 90.00	/hour	0	\$ -
Nancy Schemet	Project Scientist	\$ 90.00	/hour	0	\$ -
Diana G. Carriere	Engineering Technician	\$ 85.00	/hour	0	\$ -
Kyle Zalak	Information Technology Specialist	\$ 100.00	/hour	0	\$ -
Patricia L. Zalak	Technical Assistant	\$ 87.00	/hour	2	\$ 174.00
Tina Eletto	Technical Assistant	\$ 57.00	/hour	0	\$ -
Michael McEachern, P.G.	Associate Sr. Hydrogeologist	\$ 200.00	/hour	0	\$ -
Thomas Nehring, P.E.	Associate Electrical Engineer	\$ 175.00	/hour	24	\$ 4,200.00
Brian McCaffrey, P.E.	Associate Mechanical Engineer	\$ 175.00	/hour	0	\$ -
Dylan Clemente, P.E.	Associate Civil Engineer	\$ 150.00	/hour	0	\$ -
Ronald Huttie, CIH (Ret.)	Associate Chemist / Industrial Hygenist	\$ 175.00	/hour	0	\$ -
	Total Direct Labor			86	\$ 12,714.00
SUPPLIES & EQUIPMENT					
	printing 8.5" x 11" - Black & White	\$ 0.11	/sheet	0	\$ -
	printing 11" x 17" - Black & White	\$ 0.22	/sheet	0	\$ -
	printing "D size" - Black & White	\$ 2.50	/sheet	0	\$ -
	printing 8.5" x 11" - Color	\$ 1.00	/sheet	0	\$ -
	printing 11" x 17" - Color	\$ 2.00	/sheet	0	\$ -
	printing "D size" - Color	\$ 8.00	/sheet	0	\$ -
	printing 8.5" x 11" - Card Stock	\$ 0.20	/sheet	0	\$ -
	printing Accu Bind & Cover	\$ 1.00	/sheet	0	\$ -
	Vehicle Mileage	\$ 0.560	/mile	500	\$ 280.00
	Total Supplies & Equip.				\$ 280.00
	Total Direct Costs				\$ 12,994.00

MARINA

<u>RATES</u>	<u>CURRENT PER FT</u>	<u>NEW RATE</u>
MAY 15TH TO MAY 31/ OCTOBER 1ST - 30TH		
<u>DAY STAY</u>	1.00	1.00
AFTER 5	0.50	ELIMINATED
MON - THURS OVERNIGHT	2.00	2.00
FRIDAY/ SATURDAY OVERNIGHT	3.00	3.00
SUNDAY OVERNIGHT	2.50	3.00
OVER 75	4.00	4.00
JUNE 1ST TO SEPTEMBER 30TH		
<u>DAY STAY</u>	1.00	2.00
AFTER 5	0.50	ELIMINATED
MON - THURS OVERNIGHT	2.50	2.50
FRIDAY/ SATURDAY OVERNIGHT	3.50	4.00
SUNDAY OVERNIGHT	3.00	4.00
OVER 75	4.00	5.00
HOLIDAY	4.00	5.00

MC CANN'S CAMPGROUND

	CURRENT RATE	NEW RATE
<u>TRAILERS</u>		
DAILY	\$ 50.00	\$ 50.00
WEEKLY	300.00	325.00
MONTHLY	645.00	650.00
MONTHLY	695.00	700.00
HOLIDAY	65.00	70.00
SEASON	3,800.00	4,000.00
<u>TENTS</u>		
DAILY	35.00	35.00
WEEKLY	210.00	210.00
HOLIDAY	50/ NIGHT	50/ NIGHT



Office of Temporary and Disability Assistance

KATHY HOCHUL
Governor

BARBARA C. GUINN
Executive Deputy Commissioner

November 16, 2021

Dear Municipal Utility Vendor,

The Office of Temporary and Disability Assistance (OTDA) is pleased to announce the New York State Emergency Rental Arrears Program (ERAP). ERAP provides significant economic relief to help low and moderate-income households at risk of experiencing homelessness or housing instability by providing rental arrears, temporary rental assistance and utility arrears assistance.

In order to receive ERAP assistance on behalf of your customers for utility arrears, all vendors must sign and adhere to an ERAP specific vendor agreement. This agreement outlines the process by which OTDA will verify your customers' utility arrears. OTDA will send an Arrears Validation File to your company on a weekly basis containing account numbers, names, and addresses of ERAP applicants. Your company will validate the information provided, complete the file with all appropriate arrears data for each validated customer, and return it to OTDA.

Once eligibility has been determined, OTDA will send payments on behalf of your eligible customers using the Statewide Financial System (SFS) payment process. After the payment is received, you must issue a credit in the amount owed to each customer in normal business practice.

Please review the attached Amended New York State Emergency Rental Assistance Program Municipal Utility Agreement and return it with a signature by an official authorized to sign for your company, company information, as well as contact information for the individual(s) in your company authorized to receive your company's Arrears Validation File no later than **Wednesday, November 24, 2021**. This agreement is to be returned to the OTDA Home Energy Assistance Program (HEAP) Bureau by email at NYSHEAP@otda.ny.gov.

Attached you will also find the OTDA Security and Confidentiality Terms, which outlines required data security and retention measures, and the Global Confidentiality/Non-Disclosure Agreement (NDA). All employees and contractors within your company involved in ERAP must sign a copy of the NDA, and your company must maintain these agreements in accordance with the OTDA Security and Confidentiality Terms.

OTDA will be hosting a Webex Conference to provide additional information on ERAP Utility Arrears Assistance and to answer any questions you may have. Please see the attached agenda regarding this Webex, which will take place on Tuesday, November 23, 2021 from 10:00AM to 2:00PM

We thank you for your participation in ERAP and look forward to working with you. If you have any questions, please contact the HEAP Bureau at 518-473-0332.

Sincerely

/s/ AB/ 11-16-2021
Andrew Bryk
HEAP Bureau Chief
Andrew.Bryk@otda.ny.gov

New York State Emergency Rental Assistance Program

Municipal Utility Agreement

The undersigned utility provider (hereinafter referred to as "Vendor") hereby agrees and assures to the New York State Office of Temporary and Disability Assistance (NYS OTDA) that it will comply with the following terms and conditions as set forth in the Assurances below in order to receive monies under the Emergency Rental Assistance Program (hereinafter referred to as "ERAP") for ERAP Utility Arrears for Vendor's customers who are eligible for ERAP:

1. The Vendor understands that claims made under ERAP will be satisfied through payments made by New York State to the Vendor. The Vendor will agree to accept ERAP Utility Arrears payments for unpaid payments to the Vendor of gas and/or electric utility services accrued on or after March 13, 2020, for separately stated electricity and gas costs that are incurred for up to 12 months.
2. The Vendor shall not treat customers receiving ERAP Utility Arrears payments adversely due to receipt of such assistance. The Vendor also agrees not to discriminate in costs of goods supplied or services provided, against the customer on whose behalf ERAP Utility Arrears payments are made. A customer is defined in accordance with Title 16 of the New York Compilation of Codes, Rules and Regulations, Part 11.2(a)(2).
3. The Vendor shall comply with all requirements of the Consolidated Appropriations Act, 2021, the American Rescue Plan of 2021, Part BB of Chapter 56 of the Laws of 2021 NYS, as amended, and U.S. Department of Treasury guidance including, but not limited to, record retention requirements and anti-discrimination practices. Furthermore, the vendor agrees to comply with all policy determinations and directives of the NYS OTDA as pertaining to ERAP, and payments thereof, audit participation, and the confidentiality of personally identifiable information.
4. The Vendor shall treat all information received pursuant to this Agreement as confidential information and shall not use any information obtained in any manner except as necessary to the proper discharge of its obligation under this Agreement. The Vendor also agrees to ensure the confidentiality of all disclosed information in a manner that complies with all applicable federal, state and local laws, rules, regulations, and policies for the purposes of ensuring customer data is protected. The Vendor further agrees to abide, at a minimum, by the requirements set forth in Attachment 1, the OTDA Security and Confidentiality Terms.
5. The Vendor shall be responsible for all costs and services relating to and involved with its ERAP Information Technology (IT) infrastructure for the purposes of exchanging data necessary for arrears validation with the NYS OTDA and/or its contractors.
6. The Vendor agrees to accept a weekly comma delimited text file Arrears Validation File by way of a password protected encrypted email for the purpose of validating the amount of unpaid household gas and/or electric arrearage charges. The file shall contain multiple lines of data, each line will contain a control number and a customer account number.
7. The Vendor agrees to provide OTDA and/or its contractors the name(s) and contact information for the individual(s) responsible for the acceptance, completion, and return of the Arrears Validation File. The Vendor may, at the Vendor's discretion, provide secondary contact information for purposes of continuity.
8. The Vendor agrees to provide, at no cost to OTDA and/or its contractors a weekly Arrears Validation File by way of a password protected encrypted email as specified by OTDA, for the

purpose of validating the amount of unpaid household gas and/or electric arrearage charges through the termination of this Agreement as set out in Assurance 16 below.

9. The Vendor agrees to validate customer account number, name, and address for each record. All data elements must match a current customer using reasonable variances of name and address.
10. The Vendor agrees to return weekly, a data file based upon the previous week's OTDA Validation File and include the OTDA supplied Validation File name.
11. The Vendor agrees to include the data elements listed below and use its best efforts to provide OTDA all available customer gas and/or electric arrearage amounts as requested. Return files must be a comma delimited text file and include the following data elements:
 - Control Number,
 - Service(s) provided; natural gas, electricity, or combined natural gas and electricity,
 - Confirmation of residential account,
 - Confirmation of customer account number,
 - Confirmation of customer first and last name,
 - Confirmation of customer address,
 - Amount* of gas and/or electric utility arrearages** accrued by month ; up to the highest 12 months of unpaid charges, beginning on or after March 13, 2020 and up to the date of receipt of the validation file, for separately stated gas and/or electric costs; and,
 - Month and Year of Arrearages
 - A separate line of data must be reported for each arrearage month.
 - Each line of data must reflect the arrears amount for that month only

*The arrearage amount on the Vendor return Arrears Validation File must be assigned the following values:

- Arrears value reported must be a dollar amount greater than \$0.00
- If the confirmed customer's account does not have arrears, enter \$0.00
- If the record does not match a current customer, enter Null

**Arrears include unpaid payments for monthly service charges, usage charges, taxes and fees for gas and/or electricity. Arrears do not include any amount guaranteed for payment through Home Energy Assistance Program (HEAP) Regular Arrears Supplement (RAS) or Emergency benefits. Arrears do not include optional charges for appliance repair contracts, equipment charges, and other special services, including any on-bill financing.

12. The Vendor agrees upon receipt of ERAP payment to credit customer accounts in normal business practice in an amount equal to the payment received for each eligible ERAP customer household. ERAP funds shall not bear interest.
13. The Vendor agrees to not transfer or cash-out ERAP benefits to recipients. Funds must be returned to OTDA unless payment(s) were used to credit unpaid utility arrears, or upon request by OTDA.
14. The Vendor agrees that for five (5) years from the conclusion of ERAP it will preserve and make available to officials, including but not limited to, auditors employed or retained by OTDA, their authorized representatives and appropriate officials of the federal government, all records related to the Vendor's performance under this Agreement. All records relating to the Vendor's use of the data exchanged shall be destroyed after the retention period expires.

11/3/2021

15. The Vendor shall permit and cooperate with federal and/or state audits and/or investigations undertaken in accordance with the Consolidated Appropriations Act, 2021, the American Rescue Plan of 2021, and Part BB of Chapter 56 of the Laws of 2021 NYS, as amended, U.S. Department of Treasury guidance, and any State and/or county investigations undertaken to ensure program integrity.
16. This agreement shall remain in effect for the duration of the ERAP and shall be terminated upon the repeal of Part BB of Chapter 56 of the Laws of 2021 NYS, as amended, or if this agreement is superseded by another agreement or terminated by either party, which shall be accomplished in writing with thirty (30) days prior notice, whichever occurs first.

Arrears Validation File

Contact Name: _____

Contact Telephone: _____

Contact email address: _____

(Optional)
Secondary Contact Name: _____

Secondary Contact Telephone: _____

Secondary Contact email address: _____

I hereby declare that I have read and understand the above and agree to comply and abide with while participating in the New York State Emergency Rental Assistance Program.

Vendor Name: _____

Vendor Phone Number: _____

Vendor Fax Number: _____

Address: _____

Mailing Address, if different: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Federal Tax ID: _____

OTDA SECURITY AND CONFIDENTIALITY TERMS

Last Updated: June 2021

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The Security and Confidentiality Terms set forth in this Appendix B-1 are made part of the Agreement between OTDA and the Contractor.

1. DEFINITIONS

For purposes of this Appendix B-1 the following terms shall have the following meanings:

"Protected Information" means data or information to which the Contractor is given access which OTDA creates, receives, or maintains, which is, pursuant to federal and/or state laws, rules, regulations, policies or agreements, deemed confidential, personal, private and/or sensitive. Such data or information may be present or stored in any form or medium and includes, but is not limited to:

- a. Data or information obtained from sources outside of OTDA;
- b. Data or information maintained in and/or obtained from OTDA-owned applications, systems, networks and/or databases;
- c. Data or information identifying an individual, particularly where such disclosure could result in an unwarranted invasion of personal privacy;
- d. Computer codes or other electronic or non-electronic data or information, the disclosure of which could jeopardize the compliance stature, security or confidentiality of OTDA's information technology solutions, applications, systems, networks or data;
- e. Any other material designated by OTDA as being "Confidential," "Personal," "Private," or otherwise "Sensitive."

"Authorized Persons" means the Contractor's employees, subcontractors or other agents who are authorized and have a business justification to access Protected Information to enable Contractor to perform the services pursuant to the Agreement.

"Information Security Incident" means any allegation or suspicion held by or brought to the attention of an OTDA employee or Authorized Persons involving inappropriate or unauthorized access to, or disclosure of, Protected Information.

"Information Security Breach" means the unauthorized access by a non-Authorized Person of Protected Information as defined in New York State Information and Security Breach Notification Act and the SHIELD Act (General Business Law Sections 899-aa and 899-bb; State Technology Law Section 208).

"OTDA Contact" means the person or persons designated in writing by OTDA to receive Information security incident or Information security breach notifications.

"Continental United States (CONUS)" – the 48 contiguous States and the District of Columbia

"Follow the Sun" – Follow-the-sun is a type of global workflow in which tasks are passed around daily between work sites that are many time zones apart. All helpdesk, online, and support services which access any Data must be performed from within CONUS. At no time will any Follow the Sun support be allowed to access Data directly, or indirectly, from outside CONUS.

2. DATA TO BE DISCLOSED

While a listing of specific data elements and/or information required to effectuate the Agreement may be more specifically set out in the solicitation, the obligations set out apply not only to such data elements and/or information but to all Protected Information, as defined herein.

3. PURPOSE OF DATA

Contractor represents that it is requesting and/or providing Protected Information solely for purposes specified in this solicitation. OTDA will release Protected Information to Contractor exclusively for this purpose. Contractor shall use the Protected Information only for the authorized purposes specified in this Agreement.

4. OWNERSHIP OF DATA

Contractor agrees that OTDA shall be deemed the "owner" of Protected Information disclosed by OTDA to Contractor under this Agreement including for purposes of complying with the requirements of General Business Law Sections 899-aa and 899-bb.

5. DATA EXCHANGE DETAILS

Prior to OTDA's sharing of any data pursuant to this Agreement, Contractor and OTDA shall work together to provide and establish a secure, encrypted (both in transit and at rest) method of data exchange for any transfer of such data which shall, at a minimum, comport with the standards set and required by the New York State Chief Information Security Office (NYS CISO) and, where required, any additional heightened compliance obligations applicable to and necessitated by the data involved in any such exchange. The NYS CISO's office shall, as OTDA deems appropriate, be provided with details of such proposed method of exchange for review and approval. The Parties agree that they will work together to create and keep current a Technical Service Description, to be made part of this Agreement, which sets forth the details of the Protected Information which OTDA shall furnish to Contractor, including, at a minimum, the frequency of the disclosure, timing, technical details of the method of data exchange (including all relevant details), and the format of any response as between the Parties.

6. DATA PROTECTION

Safeguarding of Protected Information shall be an integral part of the business requirements and activities of the Contractor to ensure there is no inappropriate or unauthorized use or exposure of Protected Information at any time. Contractor shall safeguard the confidentiality, integrity, and availability of Protected Information and comply with the following conditions:

- a. Implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure, or theft of Protected Information. Such security measures shall comply with industry best practices and shall, at a minimum, comply with those requirements set forth by the NYS CISO, and must comply with all applicable state and federal law, rules, regulations, and policies.
- b. All Protected Information shall be encrypted at rest and in transit, in accord with, at a minimum, the standard set forth by the NYS CISO, all applicable state and federal law, rules, regulations and policies and, as appropriate, industry best practices.
- c. At no time shall any Protected Information be copied, disclosed or retained by the Contractor for any purpose other than performing the services under this Agreement.
- d. Contractor and Authorized Persons shall not disseminate, use, or permit the dissemination or use of Protected Information in any manner not described in this Agreement without express prior written consent from OTDA.
- e. Host all Protected Information and maintain and implement procedures to logically segregate and secure Protected Information from Contractor's data and data belonging to the Contractor's other customers, including other governmental entities.
- f. All data center(s) used to perform the services under the resulting Contract must, at a minimum, meet or exceed Tier 3 standards for redundancy and resilience, which can be found at the Uptime Institute website.
- g. The contractor must carefully, thoroughly, and thoughtfully vet all software solutions and hardware used to verify that they are compliant with the requirements set forth by the NYS CISO and fulfill the compliance obligations for the protection of OTDA's Protected Information. This vetting process shall also extend to all software solutions and hardware used by Authorized Persons.

7. DATA SECURITY

Contractor shall immediately disclose its non-proprietary security processes and technical limitations to OTDA such that adequate protection for Protected Information is attained. At a minimum Contractor represents and warrants that the security requirements and processes shall comport with the security standards and protocols set by the NYS CISO. In addition, the Contractor shall also comply with any state and/or federal laws, rules, regulations and/or policies that are applicable to the data being exchanged under this Agreement, including any heightened compliance obligations. The system and procedure that the Contractor will maintain for handling, storage, use, and destruction of Protected Information governed by this

agreement will be sufficient to allow OTDA and/or their designee(s) to audit compliance with this Agreement.

8. DATA LOCATION

Contractor shall provide its services to OTDA and OTDA's end users solely from data centers physically located within the continental United States (CONUS), meaning the 48 contiguous States and the District of Columbia. Storage of Protected Information at rest shall be located solely in data centers in the United States. The Contractor shall not store, access, maintain, or process Protected Information on a mobile or portable device. The Contractor will store and maintain Protected Information in a place and manner that is physically secure from unauthorized access (e.g., locked cabinets or storage room) and will store and process electronic Protected Information in such a way that it will be secure from unauthorized access by any means.

9. CONTRACT AND DATA CENTER AUDIT

The Contractor shall allow OTDA and any other authorized government agency to audit the Contractor's compliance with the security procedures set forth in this section. Contractor shall perform an independent audit of its data centers which contain Protected Information at least annually, and provide OTDA a copy of such audit report. Any non-critical deficiencies identified in the audit report or where the Contractor is found to be noncompliant with Agreement safeguards must be remedied, within 90 days of the issue date of the audit report with proof of remediation provided to OTDA. Critical deficiencies must be immediately remedied within a timeframe that OTDA approves. The completion of these requirements is at the Contractor's expense with no additional cost to OTDA.

The contractor will maintain a formal policy and procedures for the handling, storage, use, and destruction of Protected Information governed by this Agreement which must be sufficient to allow OTDA and/or their designee(s) to audit compliance with this Agreement.

The contractor will permit OTDA, or their agent, to enter upon Contractor's premises at reasonable times to inspect and review their safeguards and procedures for protecting the confidentiality, privacy, security, and compliance of the Protected Information. The contractor will also cooperate with OTDA, or their agent, in connection with any request for access to staff, information, or material related to an OTDA confidentiality, privacy, security, or compliance review, audit, or monitoring visit.

The contractor will provide, at Contractor's expense, an independent third-party audit of all data center(s) used to perform the services under the resulting Contract showing no deficiencies. Thereafter on an annual basis, at the contractor's expense, a full version of the audit report will be provided to

the State, within 30 days of the anniversary date of the Agreement. A Service Organization Control (SOC) 2 Type 2 audit report or approved equivalent sets the minimum level of a third-party audit.

10. ACCESS

The contractor will limit access to Protected Information to Authorized Persons who have a legitimate business justification for access to such data for the purposes described in this Agreement.

For Protected Information with heightened compliance requirements, including but not limited to Unemployment Insurance Benefit information, Federal Parent Locator Services information, Federal Tax information, and Social Security Association information, Contractor will provide a listing of such Authorized Persons to OTDA at intervals determined by OTDA. The contractor will ensure that this list is kept current with any additions, changes, or removal of Authorized Persons needing access.

Access to Protected Information by Authorized Persons shall be closely monitored by Contractor and shall be removed in the event such access is no longer justified by a legitimate business need or where the person separates from service. Such removal must be immediate but in no event later than the close of business on the date of the triggering event.

Notice of all such changes will be sent to:

OTDA General Counsel
40 North Pearl Street, 16C
Albany, New York 12243
(518) 474-9502
otda.GC.Notifications@otda.ny.gov

The contractor may not assign or subcontract the Agreement, its obligation or interest hereunder, without the express, written consent of OTDA. Any assignment or subcontract made without such consent will be null and void and will constitute grounds for immediate termination of the Agreement by OTDA.

Contractor expressly represents and agrees that it will not re-disclose Protected Information provided by OTDA under this Agreement to third parties, including contractors or subcontractors, without the prior, written approval from OTDA. Authorized Persons shall not disseminate, use, or permit the dissemination or use of Protected Information in any manner not provided for in this agreement without the express prior, written consent from OTDA.

The contractor will undertake precautions to limit access to disclosed Protected Information to Authorized Persons only. The contractor will adopt safeguards and procedures to limit dissemination only to authorized individuals with a legitimate business need/purpose related to the purpose of this project as set out in this Agreement.

11. TRAINING

The Contractor will ensure that all Authorized Persons who have access to any Protected Information for authorized purposes set forth in this Agreement have been instructed in a manner approved by OTDA regarding the confidential nature of the Protected Information, the safeguards required to protect such data, and the sanctions in applicable state, federal, and local laws, rules, regulations and/or policies for unauthorized disclosure of Protected Information. Contractor will annually sign an acknowledgement that all Authorized Persons with access to Protected Information have been instructed in a manner approved by and as set out above. Contractor will provide this acknowledgement upon request to OTDA and prior to the disclosure of any Protected Information hereunder and annually, as required, to continue the disclosure of Protected Information hereunder.

12. CONFIDENTIALITY AGREEMENTS

Contractor shall require Authorized Persons to sign a confidentiality and non-disclosure agreement provided by OTDA in relation to access to Protected Information. Such signed agreements must be obtained prior to Authorized Persons commencing work. Contractor shall maintain such agreements for the duration of the audit period as set out in this Agreement and for the duration of any state, federal, and local laws, rules, regulations and policies applicable to the Protected Information being exchanged under this Agreement, whichever is longer, and shall provide them to OTDA upon request.

13. BACKGROUND INVESTIGATION AND FINGERPRINTING

Contractor shall have a written personnel security policy that ensures a background investigation is completed for any individual who will need access to perform his/her job duties to Protected Information with heightened compliance obligations. The policy will identify the process, steps, and timeframes for determining whether an employee may be granted access to such Protected Information. The results of the background check will be reviewed by the Contractor to determine whether the applicant is suitable for access to such Protected Information. Suitability is defined as having verified citizenship or residency and no prior criminal offense or offenses where the nature of the offense creates a risk of misuse of such Protected Information as defined within this Agreement. Written background investigation policies and procedures must be provided to OTDA for review and approval. Policies and procedures, as well as a sample of completed background investigations, must be available for inspection upon request by OTDA or its agents.

14. NOTIFICATION OF LEGAL REQUESTS

The Contractor shall immediately inform OTDA in writing upon receipt of any legal, investigatory, or other mode or method of demand (including but not limited to FOIL or FOIA requests, electronic discovery, litigation holds, and discovery searches) for access to Protected Information that is not otherwise authorized under this Agreement and shall take and vigorously pursue all necessary legal action to prevent any disclosure including, but not limited to, moving to quash subpoenas issued for such information. The Contractor will keep OTDA's General Counsel fully and timely notified of all developments related to such legal actions and their response thereto, and provide appropriate, robust legal assistance as may be required, as requested by OTDA. The notification shall be directed to:

OTDA General Counsel
40 North Pearl Street 16 C
Albany, NY 12243
(518) 474-9502
otda.GC.Notifications@otda.ny.gov

15. REPORT OR PUBLICATION

Contractor will ensure that any study, report, publication, or other disclosure for which Protected Information shared by OTDA is the basis and which is permitted under this Agreement is limited to the reporting of aggregate, de-identified data, which means it will not contain any information that might lead to the identification of a private person or entity. OTDA shall have the right to review and approve any such study, report, publication, or other disclosure prior to disclosure or publication.

16. RETURN/DESTRUCTION OF PROTECTED INFORMATION

In the event of termination or expiration of the Agreement, Contractor shall immediately implement an orderly return of all Protected Information, whether in digital or any other form, in a mutually agreeable format at a time agreed to by the parties and/or at the direction of OTDA. Thereafter, the Contractor shall, unless otherwise advised in writing by OTDA, immediately destroy and/or sanitize, as appropriate to the medium, such data and any extracts, copies, or backups of same thoroughly and irretrievably. The method for the sanitization of data shall, at a minimum, comport with the standards set by the NYS CISO for the sanitization of data. Contractor shall thereafter certify in writing and provide proof that these actions have been completed within 30 days of termination or expiration of this Agreement or within seven days of the request of an agent, employee or officer of OTDA, at the discretion of OTDA. The Contractor will not make, retain, copy, duplicate, or otherwise use any copies of Protected Information after completion of the purpose for which the data disclosed is served without prior written permission from OTDA.

17. DATA RETENTION

Notwithstanding any other obligation under this Agreement, Contractor agrees that it will preserve the Protected Information in a manner that complies with all applicable federal, state and local laws, rules, regulations, and policies for the purposes of ensuring applicable data records retention obligations are met.

18. COMPLIANCE WITH INFORMATION SECURITY BREACH NOTIFICATION ACT AND OTHER LAWS

Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Protected Information does and will comply with all applicable federal, state and local privacy, confidentiality, security, data protection and compliance laws, rules, regulations, policies, and directives. Contractor warrants that it will comply with the applicable New York State Information and Security Breach Notification Act and the SHIELD Act (General Business Law Sections 899-aa and 899-bb; State Technology Law Section 208). The contractor ensures that it and all Authorized Persons will be in compliance with the aforementioned state, federal, and local laws, rules, regulations, policies, and directives.

19. VULNERABILITY SCANNING

The contractor must perform appropriate and required environment vulnerability scanning in accordance with Industry best practices and standards. The contractor must address all high and medium vulnerabilities found during scanning in a reasonable timeframe as agreed upon with OTDA.

OTDA, through ITS, will have the option to perform application scanning and web server scanning, as needed. The contractor must address all high and medium vulnerabilities found during scanning in a reasonable timeframe as agreed upon with OTDA.

When software vulnerabilities are revealed and addressed by a vendor patch, the Contractor will obtain the patch from the applicable vendor and categorize the urgency of application as either "critical" or "non-critical" in nature. The determination of the critical versus non-critical nature of patches is solely at the reasonable discretion of OTDA in consultation with ITS and Contractor. The contractor will apply all critical security patches, hotfixes, or service packs as they are tested and determined safe for installation after consultation with OTDA and ITS.

20. INFORMATION SECURITY INCIDENT AND INFORMATION SECURITY BREACH

If the Contractor or any Authorized Person becomes aware of or has knowledge of either any potential Information Security Incident (Security Incident) or Information Security Breach (Security Breach), then the Contractor shall within 30 minutes

of becoming aware or having knowledge of any potential Security Incident or Security Breach, notify the OTDA contact listed below of the Security Incident or Security Breach via the email address noted, and OTDA will direct what further action is necessary for response to the same. At such time, Contractor shall provide OTDA with the name and contact information for an employee of Contractor who shall serve as Contractor's primary security contact and shall be available to assist OTDA 24 hours a day, seven days per week, in keeping OTDA fully and timely notified of all developments relating to any such potential or actual Security Incident or Security Breach utilizing the following contact information:

OTDA General Counsel
40 North Pearl Street 16 C
Albany, NY 12243
(518) 474-9502
otda.GC.Notifications@otda.ny.gov

Should an Information Security Incident or Security Breach occur, immediately following the requisite notification to OTDA, Contractor shall 1) promptly investigate and utilize best efforts and IT industry best practices to determine the cause(s) of same and devise a proposed resolution and report the cause(s) and suggested remedies to OTDA; (2) promptly implement necessary remedial measures as OTDA deems necessary; (3) document responsive actions taken, including any post-incident review of events and actions taken to make changes in business practices to prevent similar instances in the future; 4) provide reports within the timeframes as requested by OTDA; 5) promptly notify OTDA of the steps taken to prevent similar instances in the future ; and 6) take any other action as may be directed by OTDA.

Notification and Assistance to Affected Persons.

Contractor shall be responsible for:

- a. Promptly notifying individuals whose Protected Information was compromised by an Information Security Breach ("Affected Persons") or, as OTDA deems appropriate, an Information Security Incident. The contractor is to first seek consultation and receive authorization from OTDA prior to issuing such notifications. OTDA shall approve the content of and the method by which such notifications must be provided (e.g., regular mail, e-mail, and/or website posting);
- b. If requested by OTDA and/or required by law, provide credit monitoring services, identity theft consultation and restoration, identity theft insurance, public records monitoring, toll free number and call center, payday loan monitoring, and any other services deemed reasonably necessary by OTDA to Affected Persons for a minimum of one year or longer, as determined by OTDA, (together referred to as "Affected Persons Assistance");
- c. Costs. The Contractor shall bear all costs associated with providing Affected Persons Assistance. OTDA may reduce any Contractor invoice by an amount attributable to the

Contractor's failure to satisfactorily provide Affected Persons Assistance.

21. BUSINESS CONTINUITY AND DISASTER RECOVERY

The Disaster Recovery system shall be accessible by all users 24 hours a day, seven days a week, 365 days a year and available 99.982% of the time (uptime) per month and must not be rendered inoperable for any longer period for the purposes of maintenance, upgrades or hardware additions. OTDA will work with the Contractor to provide a listing of all essential functions related to the Agreement that must be sustained and maintained for the duration of the agreement. The Contractor shall have no less than one redundant data centers separated by at least 100 miles and on separate network fiber and separate power grids.

Contractor shall failover application to alternate hardware to perform planned maintenance, patches, code revisions, etc. to one instance, thoroughly test, then switch back to the upgraded instance before repeating the planned maintenance, patch, code revision, etc. on the second instance.

The contractor will provide OTDA with a business continuity and disaster recovery plan. This plan will include detailed precautions to minimize the effects of any disaster or interruption of service so that OTDA can rapidly continue to operate and resume mission-critical functions. OTDA will work with the Contractor to provide an analysis of business processes and continuity needs. The contractor will provide technical support staff with the skills required to interface with OTDA's application, network, hardware, and software during planning and preparation for disaster recovery and business continuity testing and/or during any declaration of an actual disaster. Minimum recovery time objective (RTO) and recovery point objective (RPO) will be determined by OTDA.

22. SUSPENSION/TERMINATION

OTDA agrees to provide Protected Information pursuant to this Agreement subject to the representations and agreements by the Contractor contained in this document. OTDA will suspend the Agreement and the further disclosure of any Protected Information hereunder if: (i) Contractor fails to comply with any provision of this Agreement or (ii) OTDA General Counsel believes in good faith that the Contractor has violated its obligations to maintain the confidentiality, privacy, security and/or compliance status of such data or limit properly limit dissemination of such data. Such suspension will continue until corrective action, approved by OTDA, has been taken. In the absence of prompt and satisfactory corrective action, OTDA may, at its sole discretion, terminate the Agreement. Upon termination, the Contractor must immediately return all Protected Information obtained by the Contractor or Authorized Persons under the Agreement pursuant to the terms and conditions of the Return/Destruction of Protected Information section within this Agreement.

23. GENERAL TERMS

In addition to suspension or termination of the Agreement as provided herein, OTDA reserves the right to undertake, without limitation, any other action under the Agreement, or state or federal law, rule, or regulation, to enforce the Agreement and secure satisfactory corrective action and/or return and/or destruction of the Protected Information furnished hereunder, including seeking damages, penalties, and restitution from Contractor or its affiliates as permitted under law.

The Contractor's and Authorized Person's confidentiality and related assurances and obligations hereunder shall survive the termination or expiration of the Agreement.

24. ASSIGNMENT OR SUBCONTRACTING

The Contractor may not assign or subcontract the obligations or interests outlined in this Section of this Agreement, without the express, prior written consent of OTDA. Any assignment or subcontract made without such consent will be null and void and shall constitute grounds for immediate termination of the Agreement by OTDA.

25. CLOUD COMPUTING PROVISIONS

All privacy, confidentiality, security and compliance requirements set out in this Agreement shall apply to any cloud computing solution proposed for use by the Contractor to accomplish any obligation under this Agreement.

CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT

With regard to my work with _____(Requestor)

I, _____ am:
(INDIVIDUAL's name)

- an employee of Requestor
- a volunteer with Requestor
- a contractor of Requestor
- an employee of a contractor of Requestor
- a volunteer with a contractor of Requestor
- a subcontractor to a contractor of Requestor
- an employee of a subcontractor to Requestor
- a volunteer with a subcontractor to Requestor

and I understand that as part of performing my duties as an employee, volunteer, contractor or subcontractor I may have access to, see or hear "Protected Information," which, for purposes of this agreement, shall include, but not be limited to:

1. Data or information maintained in and/or obtained from OTDA and social services districts-owned applications, systems, networks and/or databases. Data or information maintained in and/or obtained from any other device, application, hardware, software, system, network and/or database created and/or maintained by a third party contractor, agent, vendor, or subcontractor which may be encompassed by this Agreement.
2. Data or information identifying an individual, particularly where such disclosure could result in an unwarranted invasion of personal privacy. Such data or information may include, but is not limited to: home addresses; telephone numbers; Social Security numbers; client identification numbers; payroll information; financial information; health information; and/or, eligibility and benefit information;
3. Computer codes or other electronic or non-electronic data or information, the disclosure of which could jeopardize the compliance stature, security or confidentiality of OTDA's information technology solutions, applications, systems, networks or data;
4. Non-final OTDA policy or deliberative data or information related to the official business of OTDA;
5. Data or information which is not otherwise required to be disclosed under the NYS Freedom of Information Law;
6. Any other material designated by OTDA as being "Confidential," "Personal," "Private" or otherwise "Sensitive."

I acknowledge and agree that all Protected Information (oral, visual or written, including both paper and electronic) which I see or to which I have access shall be treated as strictly confidential and shall not be released, copied or otherwise re-disclosed, in whole or in part, unless expressly authorized by the New York State Office of Temporary and Disability Assistance (OTDA).

I understand and agree that access to and the use of Protected Information obtained in the performance of my duties shall be limited to purposes directly connected with such duties, unless otherwise provided in writing by OTDA. When access to such information or data also results in access to Protected Information or data beyond that which is necessary for the purpose for which access was granted, I agree to access only that Protected Information needed for the purpose for which access was given.

When I no longer require the use of or access to such Protected Information, I agree that I will not access or attempt to access any Protected Information, including, but not limited to any Protected Information in State systems or other sources, to which I have been given access. I will return any and all reports, notes, memoranda, notebooks, drawings, data and other Protected Information developed, received, compiled by or delivered to me in order to carry out my functions or which may be in my possession, regardless of the source of the Protected Information. Any Protected Information not returned will be catalogued, and thereafter securely scrubbed, shredded, or otherwise disposed of in accordance with New York State EISO policies [<http://www.its.ny.gov/tables/technologypolicyindex>].

I understand that federal and State law and regulation prohibit the release or disclosure of such Protected Information, in whole or part. I acknowledge and hereby agree that I will not copy, re-disclose or otherwise share Protected Information in whole or in part in any form to anyone unless I am expressly directed to do so by my supervisor and such disclosure complies with applicable federal and State law and regulation. I further understand that if I am unsure as to what information is confidential, I will immediately, and prior to any such access, use, or re-disclosure, consult with OTDA or my supervisor.

I will safeguard, and will not disclose to unauthorized parties, any user name and/or password that may be issued to me in furtherance of my access to the Protected Information unless authorized. I understand that my access to Protected Information may be revoked at any time if my responsibilities change, or for any other reason at the discretion and direction of OTDA, or my supervisor. Further, I will not facilitate access or disclosure of Protected Information to any unauthorized person or entity, whether by knowingly providing my user name and/or password or otherwise.

I will comply with all applicable Federal and State confidentiality, record security, compliance and retention laws, regulations, policies and procedures.

I will immediately report to my supervisor any activities by any individual or entity that I have reason to believe may compromise the availability, integrity, security or privacy of the Protected Information. I will immediately notify OTDA and my supervisor of any request for Protected Information that does not come from an individual directly involved in the project.

I agree not to attach or load any hardware or software to or into any State or Requestor equipment unless properly authorized, in writing, to do so by OTDA. I will use only my access rights to, and

will access only those systems, directories, and Protected Information authorized for my use by OTDA.

I will not use OTDA telecommunications, Internet, E-mail or other services or equipment for any illegal, disruptive, unethical or unprofessional activities, for personal gain, or for any purpose that could jeopardize the legitimate interests of the State or expose some or all Protected Information.

I agree not to knowingly take any actions that may intrude upon, disrupt or deny OTDA or Requestor services or the flow of any Protected Information.

I agree to store any Protected Information received in secure, locked containers or, where stored on a computer or other electronic media, in accordance with state and federal law and regulation, as well as OTDA's and New York State Office of Information Technology Services' (ITS) security policies that protects Protected Information from unauthorized disclosure.

I understand and agree that the terms of this Agreement shall continue even when I am no longer an OTDA or Requestor employee, contractor, subcontractor, or volunteer and that I will abide by the terms of this Agreement in perpetuity.

I understand that failure to comply with these requirements may result in disciplinary action, termination, civil action and/or criminal prosecution, as well as any other penalties provided by law.

This Agreement shall be governed by the laws of the State of New York, unless otherwise required by Federal law.

(INDIVIDUAL's Signature)

(INDIVIDUAL's Printed Name)

(Entity of which INDIVIDUAL is an employee, subcontractor or volunteer)

(Date)

Attachment A

Legal and Regulatory References

The Federal and State statutory, regulatory and policy requirements related to information security, confidentiality, privacy and compliance include, but are not limited to, the following, as amended:

Child Support

- General rules: 42 U.S.C. § 654(26); 45 C.F.R. § 303.21; SSL § 111-v; 18 NYCRR 346.1(e), 347.19
- Child Support Systems data: 42 U.S.C. § 654a, (d); 45 C.F.R. § 307.13; SSL § 111-v
- Domestic Violence Indicators: 42 U.S.C. § 653(b)(2); 42 U.S.C. § 654(26)(e); SSL § 111-v
- Federal and State Case Registry: 42 U.S.C. §§ 653(h), (m); 42 U.S.C. § 654a(e)
- Federal Parent Locator Service/State Parent Locator Service: 42 U.S.C. §§ 653(b), (l), (m); 42 U.S.C. § 654(8); 42 U.S.C. § 663; SSL § 111-b(4)
- Financial Institution records: 42 U.S.C. § 666(a)(17); 42 U.S.C. § 669a(b); SSL § 111-o
- Government Agency and Private records: 42 U.S.C. § 666(c)(1)(D); SSL § 111-s
- IRS and State Tax Information: 26 U.S.C. § 6103(p)(4)(C); 26 U.S.C. §§ 6103(l)(6), (8); 26 U.S.C. § 6103(l)(10)(B); NY Tax Law §§ 697(e)(3), 1825; SSL § 111-b(13)(b); See also IRS Publication 1075: Tax Information Security Guidelines for Federal, State, and Local Agencies, available at <https://www.irs.gov/pub/irs-pdf/p1075.pdf>
- The most current Corrective Action Plan, and any updates, prepared in response to the most recent IRS Security Review Report, and any future IRS Security Review Reports
- The most current Security Agreement, Security Addendum and attached Plan of Actions and Milestones, and any amendments, executed by OTDA and ITS
- New Hires Data: 42 U.S.C. § 653(i); 42 U.S.C. § 653a(h); SSL § 111-m

Public Assistance

- Fair Hearing Records: 45 C.F.R. § 205.10(a)(19); 18 NYCRR 358-3.7; 18 NYCRR 358-4.3; 18 NYCRR 358-5.11(b); 18 NYCRR 387.2(j)
- General rules: 42 USC § 602(a)(1)(A)(iv); 45 C.F.R. 205.50, SSL §§ 20(3)(h) and (i) and 136; 18 NYCRR Part 357 & § 358-5.11; 2018 - 2020 TANF State Plan (<https://otda.ny.gov/policy/tanf/TANF2015.pdf>)
- IRS and State Tax Information: 26 U.S.C. § 6103; SSL § 23; 136-a(2); NY Tax Law § 697(e)(3); See also IRS Publication 1075: Tax Information Security Guidelines for Federal, State, and Local Agencies, available at <https://www.irs.gov/pub/irs-pdf/p1075.pdf>
- Welfare Management System (WMS) data: SSL §§ 21(2)-(5)
- Income and Eligibility Verification System (IEVS): 42 USC §§ 1320 b-7 (a)(4) & (5), (c)
- Substance Abuse Confidentiality: 42 U.S.C. § 290 dd-2
- Mental Health Confidentiality: Mental Hygiene Law § 33.13
- Unemployment Insurance Benefits (UIB): 42 U.S.C. § 1320-b7; 20 CFR § 603; NYS Labor Law § 537
- Domestic Violence Residential and Non-Residential Programs: 18 NYCRR §§ 452.10 and 462.9

Home Energy Assistance Program (HEAP)

- General Rules: 2016-2017 HEAP State Plan, Section 17.6

Supplemental Security Income (SSI) Additional State Payments

- Confidentiality: 18 NYCRR §§ 398-13.1 through 13.4
- File Retention: 18 NYCRR § 398-14.1

Medical Assistance

- General rules: 42 U.S.C. § 1396a (a)(7), amended by Pub. L. No. 113-67, 127 Stat. 1165 (2013); 42 C.F.R. § 431.300 et seq.; SSL §§ 136, 367-b(4), 369(4); 18 NYCRR 357.1 – 357.6; 18 NYCRR 360-8; Public Health Law § 2782 (AIDS information)
- HIPAA regulations: 45 C.F.R. pt. 160; 45 C.F.R. pt. 164

Supplemental Nutrition Assistance Program (SNAP)

- General Rules: 7 U.S.C. § 2020(e)(8); 7 C.F.R. § 272.1(c); 7 C.F.R. § 278.1(q); 18 NYCRR 387.2(j)

Shelters for Adults

- Personal, social, financial and medical records: 18 NYCRR § 491.7(d)(8);
- Records and reports: 18 NYCRR 485.11(f); 18 NYCRR 491.14(f)

Shelters for Families with Children

- Personal, social, financial and medical records. 18 NYCRR 900.9(c)(9);
- Confidentiality of HIV and AIDS related information: 18 NYCRR 900.19

General Information Security, Confidentiality, Privacy and Compliance

- Security and Privacy Controls for Federal Information Systems and Organizations: NIST Special Publication 800-53 Revision 4 and Revision 5, available at <https://csrc.nist.gov/publications/sp>
- Digital Identity Guidelines: NIST Special Publication 800-63 Revision 3; NIST Special Publication 800-63A, available at <https://csrc.nist.gov/publications/sp>
- Contingency Planning Standard: NIST Special Publication 800-34 Revision 1, available at <https://csrc.nist.gov/publications/sp>
- Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations: NIST Special Publication 800-171 Revision 1, available at <https://csrc.nist.gov/publications/sp>
- Safeguarding SSA Provided Electronic Information: The most current Social Security Administration Technical System Security Requirements (TSSR) (synonymous with the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration)

Other Statutes and Policies

- Criminal Offenses involving Computers (including governmental and personal records): NY Penal Law art. 156
- Freedom of Information Law: NYS Public Officers Law, Article 6, §§ 84 – 90
- Security Breach and Notification Act: State Technology Law §§ 201-208; NYS General Business Law § 899-aa
- Personal Privacy Protection Law: NYS Public Officers Law, Article 6-A, §§ 91 – 99
- State Archives and Records Administration: Arts and Cultural Affairs Law §§ 57.05 and 57.25
- New York State Information Technology Policies, Standards, and Guidelines: <https://its.ny.gov/tables/technologypolicyindex>

ERAP Municipal Utility Vendor Informational Webex

Date:

Tuesday, November 23, 2021

Location:

Via Webex:

<https://meetny.webex.com/join?MTID=maa0e31f1045eff47973032b41e9b7d5a>

Join by phone

1-518-549-0500

Attendee access code 907 478 45

Time:

10:00AM to 12:00PM

Meeting called by:

Andrew Bryk/Alison Maura

Type of meeting:

Emergency Rental Arrears Program (ERAP) Utility Vendor Information

Attendees:

Agenda:

- ERAP Overview
- Introductions with Guidehouse
- Amended Vendor Agreement
 - Arrears Validation Process
 - Arrears Forgiveness Payments
 - Security and Confidentiality
- Questions and Answers