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## **Notes of Governance Committee Meeting**

**Sunday, August 6, 2023 at 8:00 a.m.**

**Zoom Only**

### **1. Review Finance Committee's Recommended Donations Policy**

The Finance Committee will be meeting on August 6, 2023 at 11:00. It will report its comments and recommendations on the Governance Committee's redlined version of the policy at that time. Fred Lincoln attended the Governance Committee and reported his initial review and recommendations in advance of the meeting of the Finance Committee.

It was the sense of the Governance Committee that with the additional input from the Finance Committee, the policy as edited by the Governance Committee with a few minor edits likely will be in order to be presented to the Overseers for adoption on Sunday, August 13, 2023.

### **2. Further Review and draft of maintenance and care agreement between Kazilionis Family and Village in conjunction with proposed gift of garden**

Due to JASM's delay in delivery of draft to the committee members, the Committee deferred consideration of this. The draft will be reviewed at the next Governance Committee Meeting on Friday, August 11, 2023 at 3:00 p.m. (Zoom Notice to follow).

### **3. Develop communication recommendations to address encroachments on Village property**

In accordance with the Policy for the Preservation of Public Lands adopted by the Overseers in May, 2022, the committee will prepare a list of known encroachments and prepare a recommended plan for communication and removal. The priorities addressed were fences; encroachments which interfere with public works (snow plowing, etc.); and encroachments which interfere with public parking. The committee will reach out to president Janae Novotny, former president Denis Wang, and Village Agent Bill Paige to collect whatever work they may have done in terms of inventorying existing encroachments.

#### **Attachments:**

- Redline of Donations Policy as discussed at meeting
- First draft of maintenance and care agreement not discussed at meeting

**NEXT MEETING: 8/11/2023 3:00 p.m. by Zoom.**

**POLICY FOR ACCEPTANCE OF DONATIONS**  
**6/26/23 DRAFT**

The Northport Village Corporation (“NVC”) Board of Overseers hereby adopts ~~the following~~this policy to ensure transparency, fairness, accountability, and responsible stewardship of public resources in the acceptance and management of donations ~~and gifts to the NVC~~ while aligning with the NVC's mission charter, values, financial resources, and legal requirements:

**1. Donation Acceptance Criteria:**

- a. Donations may include monetary contributions, real property, tangible assets, services, and other non-monetary items that may be used for public benefit.
- a.b. All donations immediately become the property of NVC and are accepted with the understanding the donation may be repurposed, reused, or disposed of in the future as deemed appropriate by the NVC Board of Overseers.
- c. No donation shall be accepted if such acceptance would be in conflict with the charter of the NVC or any law or regulation.

**2. Donation Approval Process:**

- a. All potential donations will be evaluated by the NVC Board of Overseers, utilizing the NVC Donation Evaluation Checklist attached as Exhibit A hereto and other methods as may be determined by the Board of Overseers ~~, to ensure they meet the acceptance criteria.~~
  - b. The Board of Overseers will ~~assess~~consider the potential financial and non-financial impacts, risks, and benefits of each donation, including, for example, ongoing costs or obligations associated with accepting the donation, the impact on taxable property, and any required matching contributions.
  - c. The final decision to accept or decline a donation will be made by the Board of Overseers after consideration of the input from designated NVC committees and the public, as the Board of Overseers deems appropriate.
  - b.d. The Board of Overseers reserves the right to refuse any donation for any reason or no reason, or to impose conditions on the acceptance of any donation.
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- ~~3.~~ **Restricted Donations:** ~~The NVC reserves the right to respectfully decline donations that are offered with overly restrictive caveats or conditions, or pose significant long-term financial, operational, or other burdens.~~

~~4.3.~~ **Donor Recognition; Confidentiality; Recordkeeping:**

- a. The NVC may acknowledge and recognize donors in appropriate ways (e.g., mention at the Overseers monthly meeting, bulletin board posting, etc.).
- b. The NVC will respect the donor's wishes regarding anonymity, if requested, unless there are legal or reporting obligations.
- c. For monetary donations, the NVC will provide donors with written acknowledgements of their donation that may be used for tax reporting purposes. For non-monetary donations, including tangible, intangible or real property, upon receipt of a statement of value as required by the IRS, ~~The~~the NVC will provide donors with written acknowledgements of ~~the~~ their gift donation that ~~may be used for~~ tax reporting purposes.
- d. The NVC will maintain accurate records of all donations ~~and gifts~~.

5.4. **Review and Amendment:**

- a. This policy will be periodically reviewed to ensure its effectiveness and current relevance.
- a.b. Amendments to this policy may be made by the Board of Overseers.

**Exhibit A**  
**NVC Donations and Gifts Evaluation Checklist (Other than Unrestricted Cash)**

**Purpose:** The Northport Village Corporation (“NVC”) serves a beneficent community. Donations ~~and gift offerings~~ that provide an overall benefit or enjoyment to the community are appreciated and welcomed for approval consideration by the NVC Board of Overseers.

**-Donor Information**

Date of Donation Proposal: \_\_\_\_\_  
Donor Name: \_\_\_\_\_  
Donor /Address of Donor(s): \_\_\_\_\_  
Donor Bayside Address (if different): \_\_\_\_\_  
Donor Phone Number: \_\_\_\_\_  
Donor Email Address: \_\_\_\_\_  
Donation/Gift Description and Purpose: \_\_\_\_\_  
Estimated Present Value/Cost: \_\_\_\_\_  
Estimated Useful Life (Years): \_\_\_\_\_  
Estimated Annual Maintenance Cost to Village: \_\_\_\_\_

**Please provide a brief response to the following:**

**1. Community Benefit:**

- a. Is the purpose of the ~~gift~~/donation for the replacement of existing NVC property that has become obsolete, is nearing the end of its designed lifecycle, or has become inoperable?  
\_\_\_\_\_
  - b. ~~Is the purpose of the donation, and/or intended for the improvement of the operations of the NVC process or administrative efficiencies?~~  
\_\_\_\_\_
  - c. For donations/~~gifts~~ not involving the express replacement of an existing NVC ~~item~~asset, please describe the anticipated betterment to the NVC ~~village~~ community, along with an estimate of ongoing annual maintenance costs and/or potential final disposal expense.  
\_\_\_\_\_
  - d. For donations of real property, is a survey available, are there any known hazardous conditions associated with the property, and is a building inspection available?  
\_\_\_\_\_
- 2.—

**3.2. Resources and Capacity:**

a. Does the NVC have existing resources and capacity necessary to effectively utilize and manage the donation?

b. Will accepting the donation require additional staff, infrastructure, or ongoing support?

c. For the offered item(s), has the appropriate NVC ~~C~~committee or ~~O~~official been engaged for review/approval recommendation (e.g., Parks and Trees for a park bench, the NVC Technology Officer and Office ~~Mgr.~~ Manager for an office printer, etc.)?

a.d. F  
or a single donation exceeding \$250.~~00~~ in estimated value, has the NVC Finance Committee been contacted for a general financial assessment?

**4.3. Transparency and Accountability:**

a. Is the donation offered with clear terms and conditions? If so, what are they?

b. Are there any expectations or conditions/~~restrictions~~ attached to the donation that may impact NVC's decision-making or independence or the value of the donation to NVC?

c. As appropriate, has the village public (and abutters, in the case of a land or building donation or improvement) been given an opportunity to comment on the donation through a public meeting or publicly available record? If so, what has been the reaction of the public?

~~b. As appropriate, has the village public been given an opportunity to opine on the donation through a public meeting or otherwise? If so, what has been the reaction of the public?~~

4. **Village Agent Consultation:** Has the NVC Village Agent been consulted for a professional opinion, including concurrence with any related terms and conditions of the offered item(s)?

5. **Other Considerations:** ~~Does the donor understand that all donations and gifts immediately become the property of NVC and are accepted with the understanding the~~

donation or gift may be repurposed, reused, or disposed of in the future as deemed appropriate by the NVC board of Overseers?

6.5. \_\_\_\_\_ Are there any other considerations not listed above that should be considered in the evaluation of the acceptance of the donation ~~or gift~~? Please attach any pertinent documentation regarding the proposed donation.

\_\_\_\_\_  
\_\_\_\_\_

The donor(s) signature below indicates concurrence with the above information and their full understanding of the NVC Donation policy.

Signature of Donor(s):

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

-Northport Village Corporation Use Only:

Village Agent: Review Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Board of Overseers: Approved Disapproved Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Initial Reviewer Comments or Additional Information Needed (If Any):

NVC Committees to Review:

Conditions Applied by NVC to the Acceptance of the Donation (If Any):

## **Acknowledgement and Receipt of Conditional Donation of Garden located on Upper Bayview Garden**

Whereas the Stephen and Laurie Kazilionis (“the Kazilionis Family”) have offered to install, maintain, and pay for a garden to be located on property of the Northport Village Corporation (“Bayside) at the sole expense of the Kaizilionis Family;

Whereas the garden design and proposal has been reviewed by the Parks & Trees Committee of the Bayside and endorsed by the Committee members;

Whereas, the Bayside Overseers recognized the generosity of the Kazilionis Family but also recognized that a garden poses a burden on a public space which requires maintenance, potential expenses, and, if not well maintained, could become a hazard or unattractive;

Whereas Bayside has the sole and exclusive power vested in it by its Charter, and pursuant to its Policy for the Preservation of Public Lands to manage its Lands;;

Whereas, the Kazilionis Family and the Bayside Overseers understand that a cooperative and meaningful maintenance plan was essential to assure the best interests of the Village was met if this donation were to be accepted:

Whereas, the Overseers voted to accept the gift on the condition that the Kazilionis Family enter, acknowledge, and agree to the conditions imposed by the Overseers, it is hereby agreed that:

1. The Kazilionis Family's donation of a garden on Upper Bayview Park as depicted in Exhibit 1, hereto solely on Bayside land and no larger than the scale shown on the Exhibit is accepted ("the Garden");

2. The Garden shall be installed and maintained at the sole cost of the Kazilionis Family for a period of ten (10) years, subject to revocation by the NVC should it become necessary to use this property for public purposes.

3. The Garden will be constructed by Plants Unlimited, per the plans attached hereto as Exhibit 2. Before undertaking work, Plants Unlimited must supply proof of insurance as required by the NVC for all construction activities on NVC property.

4. The plantings will be maintained in such a manner so as to not create an unnecessary visual obstruction from ground level to any residences on Upper Bayview Park;

5. All maintenance shall be overseen by and performed in accordance with the direction of the Parks and Trees Committee.

6. The NVC shall not be responsible for the construction, care, or maintenance of this Garden and should the Donors fail to maintain the Garden in accordance with this Agreement, the NVC reserves the right to remove the Garden and revert

the property to grass or other groundcover as the Parks and Trees Committee of the NVC deems appropriate, or, in the alternative, to seek another donor.

7. In order to ensure the preservation of public lands, and to protect the NVC from incurring costs related to the deconstruction and removal of the Garden, should the Donors are no longer able or willing to maintain this Garden during or after the expiration of this Agreement, the Donors hereby agree to post a bond in the amount of \$1000 to cover the cost to remove the Garden and revert the land to its current state, prior to any work being undertaken on the Garden. The NVC shall hold said bond for the term of this Agreement and a period not to exceed five (5) years following the expiration of this Agreement.

8. If at any time the Kaziolinis Family chooses not to perform the conditions expressed here, they shall at their sole expense restore the Garden area to its current appearance and condition.

SO AGREED: