

November 16, 2017 at 7:00 PM Mayor and Board of Trustees - Work Session Meeting Third Street Firehouse Greenport, NY 11944

236 Third Street Greenport NY 11944

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

MAYOR

GEORGE W. HUBBARD, JR. EXT. 215

TRUSTEES

JACK MARTILOTTA DEPUTY MAYOR

MARY BESS PHILLIPS

DOUGLAS W. ROBERTS

JULIA ROBINS

VILLAGE ADMINISTRATOR

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

CLERK

SYLVIA PIRILLO, RMC EXT. 206

> TREASURER ROBERT BRANDT EXT. 217

#### PLEDGE OF ALLEGIANCE

#### MONTHLY REPORTS FOR THE FOLLOWING:

FIRE DEPARTMENT - CHIEF WAYNE MILLER
 Including compilation of all monthly meeting minutes

#### **BOARD DISCUSSION**

 Proposed amendment to Chapter 118 (Sub-Division and Merger of Land) of the Village of Greenport Code

#### MONTHLY REPORTS FOR:

- VILLAGE ADMINISTRATOR PAUL J. PALLAS, P.E. Road and Water Department
   Sewer Department
   Light Department
   Building Department
   Recreation Department
   Harbor Department
   Marina Manager
- VILLAGE TREASURER ROBERT BRANDT Meter Department Housing Authority & Community Development
- o VILLAGE CLERK SYLVIA PIRILLO, RMC
- o VILLAGE ATTORNEY JOSEPH PROKOP, ESQ.

REPORTS FROM COMMITTEES

MAYOR AND VILLAGE BOARD OF TRUSTEES

**PUBLIC TO ADDRESS THE BOARD** 



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Submitted:

November 8, 2017

Meeting:

November 16, 2017 7:00 PM

Work Session Meeting

To:

Mayor George W. Hubbard, Jr.

**Board of Trustees** 

Prepared By:

Debbie Boyle, Assistant

From:

Debbie Boyle, Assistant

Department: Fire Department

# Fire Department November 2017 Work Session Report

#### Attachments:

Fire Department November 2017 Work Session Report (PDF)

CHIEF WAYNE MILLER 1<sup>ST</sup> ASST. CHIEF JEFFREY WEINGART 2ND ASST. CHIEF SUSANO JIMENEZ CHAPLAIN T. MURRAY ASST. CHAPLAIN C. KUMJIAN TREAS/SECRETARY J. KALIN



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

Organized 1845

# Finance Meeting 10/10/17

Attendance: Chiefs Miller, Weingart, Jimenez, Wardens Barszczewski, and Jensen.

Reviewed all monthly bills and fire prevention account.

Company Requests:

Eagle Hose: Budget Items

Relief Hose: Budget Items, Turn out gear

Star Hose: Collapsible cones

Standard Hose: New Truck, Budget Items

Phenix Hook & Ladder: Budget Items

Rescue Squad: Hammer Medical supplies in the sum of \$595.82

Fire Police: Collapsible cones

Water Rescue: Budget Items

Department: 12 Stream light batteries, 5 helmet shields for the sum of \$559.00. Request from Chief Weingart to refurbish radio room with new console system in

the amount of \$39,785.60

Firematically,

Wayne D. Miller

Naguro-mille

**Chief Engineer** 

CHIEF WAYNE MILLER

1ST ASST. CHIEF JEFFREY WEINGART

2ND ASST. CHIEF SUSANO JIMENEZ

CHAPLAIN T. MURRAY

ASST. CHAPLAIN C. KUMJIAN

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# Company Officers Meeting

**OCTOBER 17 2017** 

Opening meeting called to order at 1900 hrs with pledge to flag and moment of silence for departed members.

Attendance: in attendance were Chief Miller and Jimenez. Officers in attendance were C Hanold, S Hollid, C Hydell

Reading of Previous Minutes: mm/sec by Hydell/ Hollid to dispense.

<u>Communications</u> Letter from North Sea FD for a fundraiser for a member with cancer. Letter from Springs FD for a fundraiser. Letter from Town of Long Beach for a 5 yr anniv of Sandy. Letter from Coastal Fire for a dinner demo. Letter from the Village of GPT for their Holloween Parade. And a letter from Cutchogue FD for a 5K race and toy drive.

**Committee Reports:** Chief Miller mentioned Washingtons Birthday duties.

Company Requests: 8-3-1 - 2 - 3-5 - Rescue and Water Rescue ALL Budget. 8-3-4 New Truck, Fire Police -

Wand Lights

New Business; None

Old Business: None

<u>Good of the Department</u>: . Chief Miller mentioned having North side of House painted. S Hollid mentioned having front of station2 painted, also mentioned 4s turkey shoot. And Chief Miller mentioned calender of events.

- 0

Reading of Minutes: M/M/S/ Hanold / Hollid to dispense

Adjourn: M/M/S/ - Hydell / Hollid to adjourn @ 19: 1 6 HRS

Respectfully submitted 2nd Asst Chief

Susano Jimenez

CHIEF WAYNE MILLER

1ST ASST. CHIEF JEFFREY WEINGART

2ND ASST. CHIEF SUSANO JIMENEZ

CHAPLAIN T. MURRAY

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This is a rundown of the hydrants in the village which need to be attended to. Please address this situation promptly. This is a serious situation that will keep us from performing our firematic duties if a situation arises.

Sincerely

Chief

Wayne Miller

CHIEF WAYNE MILLER

1st ASST. CHIEF JEFFREY WEINGART

2nd ASST. CHIEF SUSANO JIMENEZ

CHAPLAIN T. MURRAY

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In total we have 29 problem hydrants.

D-1 7 problem hydrants

#79 Maple St - no drain

#27- 5<sup>Th</sup> Ave& Madison – low pressure

#53- Washington Ave - low pressure

#25-D Webb & Main & First - slow drain

#80- Dirt extension off Webb - steamer cap wont open

#34-3<sup>rd</sup> & Webb - hard open - close, leaks on top

#?-1st & Main (Hortons F H)—hard open-close, slow drain

D-2 5 problem hydrants

#56 - Atlantic Ave-no drain

#8- Manor Place—needs to be raised, stem moves(up-down)

#43- Main St - slow drain

#77- Dead end Carpenter St - low flow

#46- First St & Steamboat - wont open

- D-3 8 problem hydrants
- #?-3<sup>rd</sup> & Front St hard open-close
- #?- 3<sup>rd</sup> St (Sterlington Deli) wont open
- #7-4<sup>th</sup> & Front St side caps don't open
- #17- Fifth St steamer cap wont open
- #20-5<sup>th</sup> & Sterling Condos no drain
- #24- Flint St(dead end) very low flow
- #15-5<sup>th</sup> St(north of Wiggins St)—hard open close, slow drain
- #? (Sterlington Complex- across from DDS) buried deep
- D-4 9 problem hydrants
- #69- Main St hard open-close
- #68- Main St no drain, cap leaks
- #?- Corner of Main & Carpenter –hard open, slow drain, cap leaks, missing bolt
- #60- Carpenter St cap leaks
- #75 Carpenter & Bay leaks at base
- #62- Carpenter St cap leaks
- #63 Carpenter St cap leaks
- #65 Condos cap leaks, no drain
- #76 Central & Carpenter leaks underground

CHIEF WAYNE MILLER

1<sup>ST</sup> ASST. CHIEF JEFFREY WEINGART

2<sup>ND</sup> ASST. CHIEF SUSANO JIMENEZ

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MEETING OF THE BOARD OF WARDENS WEDNESDAY, October 18, 2017

#### <u>OPENING</u>

Chief Wayne Miller opened the meeting at 7:06pm with The Pledge of Allegiance to the Flag and a moment of silence for the departed members.

#### **ATTENDANCE**

Chief Wayne Miller

1st Ass't Chief Jeffrey Weingart

2<sup>nd</sup> Ass't Chief Susano Jimenez

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

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

Wardens Joseph Barszczewski and Edward Sieban of Star Hose Co. #3

Wardens David Nyce and Jerome Martocchia of Standard Hose Co. #4

Wardens James Kalin and John Grilli of Phenix Hook & Ladder Co. #1

THOSE WISHING TO ADDRESS THE BOARD - None

#### **READING OF THE PREVIOUS MINUTES**

Motion made by Antone Volinski III, seconded by Edward Sieban, to approve the minutes of the September 20, 2017 meeting of the Board of Wardens as printed and distributed. Motion Carried.

#### FINANCE COMMITTEE

The finance committee report was read by Chief Miller.

Chief Wayne Miller asked if The Wardens wanted to start the radio room now or if they want to wait until later in the year. John Grilli asked what it would consist of. 1<sup>st</sup> Asst Chief Jeffrey Weingart explained that it would replace the radios, add a computer system & antennas, run new wires, etc. Much Discussion ensued. Joseph Barszczewski questioned where this would fit into the budget. It is under state contract and there is \$100,000 budgeted for equipment.

Motion made by Edward Sieban, seconded by David Nyce, to accept the report and go ahead with doing the radio room. Motion Carried.

#### COMPANY OFFICERS' MEETING MINUTES-

The minutes of the Company Officers were read by 2nd Ass't Chief Susano Jimenez, for information only. Motion made by Edward Sieban, seconded by Antone Volinski III, to accept the report as read. Motion carried.

#### TREASURER'S REPORT

The Treasurer's report for the period of Sept 21,2017 through October 18, 2017 was read by Secretary/Treasurer James Kalin. Motion made by Antone Volinski III, seconded by Edward Sieban, to accept the treasurer's report as read. Motion carried. (report attached)

- Chief Wayne Miller asked why the treasurer's report doesn't show the suits
  that were ordered coming out of the water rescue budget. James Kalin
  reported that he did not get an invoice yet so the amount isn't reflected in
  the report yet.
- Antone Volinski III questioned if the truck that J. Grilli was using could be filled up at the power plant. J. Grilli reported that it can't because it is 87.
   Right now they are using the highest they can find which is 93.

#### BILLS- None.

#### COMMUNICATIONS

- 6<sup>th</sup> Annual Stuff the Sleigh Race & Toy Drive-December 10, 2017, Cutchogue F.D.
- 2. North Fork Volunteer Fire Fighter Association Dinner & Meeting- October 25, 2017, East Marion F.D.
- 3. Fundraiser to help Fire Fighter & Ex-Captain Paul Distefano fight brain cancer- Nov 18, 2017, North Sea FD.
- City of Long Beach 5 Year Anniversary of Sandy-October 29,2017, Kennedy Plaza.
- March of the Goblins & Hounds costume contest & parade- Oct 28, 2017, Floyd Memorial Library.
- 6. "Dinner & a Demo" The Fast Board- Oct. 25, 2017, Coastal Fire Systems in Amityville, NY.

Motion made by J. Grilli, seconded by W. Jensen, to file and/or forward all communications. Motion carried.

# **APPLICATIONS FOR MEMBERSHIP-**

 Chief Wayne Miller said he had an application for membership for Standard Hose, but everything was not complete. He asked if it should be tabled until complete. Motion made by David Nyce, seconded by Antone Volinski III to table, until application completed. Motion Carried.

# REPORTS OF COMMITTEES

# **Buildings and Grounds**

1. Joseph Milovich reported that he received 2 floor estimates one from World Class Interiors & one from Hoffman Floors. Hoffman floors for the main house & apparatus room would be < \$55,000, back building < \$38,000, & Station 2 for <\$30,000. Exact pricing withheld due to bids. Much discussion ensued. World Class interior estimates as follows:</p>

- \$38,350 for the main building, \$10,000 for Station 2, and \$15,000 for the back building. World Class Interiors also does the bathroom & kitchen as well.
- 2. Joseph Milovich is waiting to hear back from Riverhead Building Supply about the gutters. They said it would be a big job, new gutters would be needed. J. Milovich is going to go back to Galanek for another estimate for replacing everything because the other estimate was for using what was already there.

Bylaws- No Report

Finance- No Report

Fire District- No Report

Pre-Incident Planning - No Report

Service Awards- No Report

Recruitment- No Report.

<u>Casualty Fund-</u> No Report.

Funeral- No Report.

Communications- No Report.

Trips & Travel - No Report.

# **COMPANY REQUESTS**

<u>Eagle Hose Co. #1</u>- Budget items, wish list.

Relief Hose Co. #2- Budget items, request for an executive session.

Star Hose Co. #3- Collapsible cones, Bunker gear

Standard Hose Co. #4- Uniform bunker gear request, street broom, new truckbid specs are in. D. Nyce will get them to the Chief to circulate them. Chief to reach out to WHFD about truck they got 5-6 years ago, similar in size to the one that GFD is looking at.

Phenix Hook & Ladder Co. #1- Budget items

Rescue Squad- Budget items.

Fire Police- Traffic wands

Water Rescue- Budget items.

#### UNFINISHED BUSINESS —

- Chief Wayne Miller reported that he got two quotes for painting of the North Wall of the fire house. Quotes as follows- Billy Wright- \$700.10.
   Charlie Hydell- \$500-600 labor only. Chief Wayne Miller will ask Billy Wright for a labor only quote as well.
- 2. Chief Wayne Miller will also ask Charlie Hydell to start the inside walls of the basement stairs, plywood installation & painting-he got an estimate for that \$450-500.
- 3. Antone Volinski III mentioned that the gutters in the back by the new building that were just cleaned a couple of months ago by George Pope are clogged again. Norma Corwin brought up the point of putting something over the gutters so they don't keep getting clogged. Much discussion ensued. J. Milovich will look into getting a contractor to clean the gutters and install a screen over them.
- 4. J. Milovich mentioned that Richard Duda with Custom Copper Gutters is the contractor that Riverhead Building Supply uses.

**REPORTS OF DELEGATES- No Report.** 

**NEW BUSINESS-** No Report.

# **GOOD OF THE DEPARTMENT**

 James Kalin reported that 3 members of GFD visited the Fallen Firefighters Memorial. There were 118 names added on the wall this year, 112 of them are FDNY that have died from issues related to 9/11. On the way back they visited the Firemen's home in Hudson.

- David Nyce mentioned that last month it was discussed that The Company Officer's meeting would be as necessary rather than a calendar item, but noticed that it was on the calendar this month so he was wondering if it was changed to "as necessary."
- 3. David Nyce also asked that the Chiefs remind the village that there are 2 Fire Stations for lawn care & snow removal. Last year they had to dig themselves out and the lawn was not cut at all this year at Station 2. Chief Wayne Miller said that some members had been taking care of cutting the lawn, the village never did it. David Nyce asked that the village put cutting the lawn at station 2 on their list.
- 2nd Ass't Chief Susano Jimenez requested that the Wardens go back to their companies to remind them that their Air Pack reports are due the 1<sup>st</sup> week of the month. Discussion ensued.
- 5. Antone Volinski III reported that the fundraiser committee met. In 2017 \$21,000 was brought in. Down about \$6,000 from last year. Break down is all the same besides that they wanted to see how they can save the department money to give back to companies. He called J.Kalin to ask him if they can cut back the Wardens \$900 bringing it to \$2000. J. Kalin OK'd that. The committee questioned whether the fire police needed the \$500. A. Volinski III mentioned that the equipment comes from the department. Chief Wayne Miller asked what they normally do with the money and A. Volinski III wasn't sure. They left in the \$500 for this year, but maybe it can be looked at for next year. James Kalin pointed out that there was a typo for the rescue squad and that it should be \$1,981.80, not \$2,785. More discussion ensued. Motion made by Antone Volinski III, seconded by David Nyce, to take this report back to the companies with the correction of the typo. Motion Carried.

#### **EXECUTIVE SESSION**

Motion made by W. Jensen, seconded by J. Milovich to adjourn to an executive session to discuss personnel matters. Motion Carried. Adjourned to executive session at 7:44 pm.

Upon returning from the executive session, a motion made by E. Sieban, seconded by D.Nyce, to resume with the regular meeting. Motion Carried. Regular meeting resumed at 8:06pm.

# **READING OF THE MINUTES**

Motion by James Kalin, seconded by John Grilli, to dispense with the reading of the minutes of tonight's meeting. Motion carried.

#### **ADJOURMENT**

Motion by Warren Jensen, seconded by John Grilli, to adjourn. Motion carried. The meeting was adjourned at 8:07 pm.

Submitted by,

Rebecca J. Jensen

**Recording Secretary** 

# GREENPORT FIRE DEPARTMENT TREASURERS REPORT 09/21/2017 thru 10/18/2017

GENERAL FUND	beginning balance	\$ 6,193.52
<u>receipts</u>	J. Kalin - def drv rebate	+ \$17.25
<u>expenditures</u>	gas 8-3-14 Albany trip	- \$50.00
	So. Town Chiefs Council-dues	- \$200.00
	"    "   - casino trip	- \$325.00
	McMann Price -def drv (1)	<b>-</b> \$35.00
	Fireboat "Firefighter"	- \$500.00
	<b>ELI Antique Apparatus</b>	<b>~ \$100.00</b>
	C. Hydell - labor - gen. room	- \$850.00
	A. DeKerillis - South Ferry	- \$98.00
	Bellmore Hose Cowreaths	- <u>\$150.00</u>
	ending balance	\$ 3,902.77
MEMORIAL FUND	balance unchanged	\$1,447.58
MAY MILE FUND	beginning balance	\$16,009.81
<u>expenditures</u>	J. Grilli - fuel - Ole' 33	<u>~ \$45.18</u>
	ending balance	<u>\$ 15,964.63</u>
WATER RESCUE SQUAD FUND	beginning balance	\$2,184.35
receipts	closed acct - Bridgehampton	+ \$555.69
	ending balance	\$2,740.04
WASH. B'DAY FUND	balance unchanged	<u>\$597.48</u>
RESCUE SQUAD 2% FUND	balance unchanged	<u>\$7,068.36</u>

submitted by James H. Kalin, Secretary-Treasurer

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points as of OCTOBER 31, 2017 prepared by James H. Kalin

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points as of OCTOBER 31, 2017 prepared by James H. Kalin

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points as of OCTOBER 31, 2017 prepared by James H. Kalin

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points as of OCTOBER 31, 2017 prepared by James H. Kalin

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points as of OCTOBER 31, 2017 prepared by James H. Kalin

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points as of OCTOBER 31, 2017 prepared by James H. Kalin



236 THIRD STREET GREENPORT NY 11944

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

MAYOR GEORGE W. HUBBARD, JR. EXT. 215

TRUSTEES
JACK MARTILOTTA
DEPUTY MAYOR

MARY BESS PHILLIPS

DOUGLAS W. ROBERTS

JULIA ROBINS

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

> CLERK SYLVIA PIRILLO, RMC EXT. 206

> > TREASURER ROBERT BRANDT EXT. 217

Submitted:

November 8, 2017

Meeting:

November 16, 2017 7:00 PM

Work Session Meeting

To:

Mayor George W. Hubbard, Jr.

Board of Trustees

Prepared By:

Derryl Baumer, Engineering Aide

From:

Paul Pallas, P.E. Village Administrator

Department: Village Administrator

# Work Session Report Village Administrator - Utilities

# Work Session Report for Road and Utilities

November 16, 2017

#### Administrator's Office

#### Statistics

Work Orders:

Electric = 11 Written, 11 Completed Water = 24 Written, 24 Completed Sewer = 27 Written, 27 Completed Road = 42 Written, 42 Completed

#### Reports

- DOH-360: This is a monthly report for bacteriological presence and residual chlorine levels, it was sent on 11-09-2017. The results are detailed below in the Road Department's Sampling section.
- GADS Data: This is a monthly report about run and usage data for the generators at the Power Plant, it was sent on 11-15-2017.

Resolutions:

NYAPP Annual Winter Conference

# Road/Water Department

#### Statistics

Water Distribution:

7,301,800 Gallons Sold

#### Sampling:

All water samples complied with Department of Health requirements.

Locations:

419 Sixth Street

Total Coliform = Negative

E Coli = Absent

Residual Chlorine = 0.49 mg/L

Third Street Firehouse

Total Coliform = Negative

E Coli = Absent

Residual Chlorine = 0.36 mg/L

The form, DOH-360, was filed with the DOH on November 9, 2017 outlining the above results.

#### Report

Tasks Accomplished:

- Performed Water Machine maintenance.
- Cleaned the tops of all storm drains.
- Patched roads throughout village.
- Performed general maintenance on Road Department tools.
- Repaired several hydrant issues in the village and installed new water service on Main Street. Also made repairs to some water boxes on Main Street in the construction area.
- Took delivery of two new department vehicles and installed radios and rack systems on each.
- Began preparing winter equipment for the season.
- Installed new electric service line for the back garage at the Road Barn.
- Put up temporary fence in Mitchell Park and setup for Halloween Parade.
- Replaced flags at Steamboat Corner and the Polo Grounds.
- Repaired the door on G-66, dropped off plow for G-55 at welding shop, and fixed a light issue on G-44.

#### Projects:

The Road Crew continued assisting with and coordinating tree removal on Main Street. In conjunction with the Electric department the Road Crew removed nine trees to make way for the new road surface and concrete.

The team worked diligently through all aspects of the Main Street project from removing and storing red bricks to cleaning up the work area leading up to weekends. They also assisted the concrete contractor by removing large debris and implementing necessary road closures to ensure that the project went smoothly.

When all contracted work was completed, the crew also placed new topsoil and did temporary filling of the newly installed rain gardens to prepare them for the road resurfacing portion of the work.

In addition to the work on Main Street the Road Crew also placed new topsoil on Sixth Street after construction was complete.

# Sewer Department

#### Statistics

Flow and Sampling:

The plant continues to run well, and performs under DEC permit requirements. Total plant flow for the month of October = 9,072,000 gallons. Average Daily Flow =0.293 million gallons/day. (MGD). Permit limit = 0.650 MGD Total Suspended Solids, (TSS) % removal = 99% Permit limit = 75% Carbonaceous BOD Removal, (CBOD) = 99% Permit limit = 75% Coliform Fecal General = 3.7 MPN/100 Permit limit = 200 MPN/100 Coliform Total General = 5.3 MPN/100 Permit limit = 700 MPN/100 Total Nitrogen in effluent = 12.2 lbs/day

#### Sludge Removal:

42,000 gallons of sludge was hauled during October.

#### Report

#### Treatment Plant:

Serviced Nitrate Recirculation Pump on BNR Basin #2

Put BNR Basin #2 out of service for repairs

Fixed two sump pumps at WWTP

Changed oil filters and did general maintenance on the holding tank blowers, mixers for BNR Basins, recirculation pumps on BNR Basins, and Aerotor Gearboxes

#### Collection System:

Assisted with Main Street reconstruction project by locating sewer laterals

Located a paved-over manhole on Corwin Street

Jet-Rodded business district

# Electric Department

#### Statistics

Monthly Power Usage:

Maximum usage day = October 8<sup>th</sup> @ 87.474 Mwh Minimum usage day = October 31<sup>st</sup> @ 66.014 Mwh Peak Demand = October 7<sup>th</sup> @ 2:15 PM 4.48 Mw Monthly total usage = 2259.105 Mwh

Greenport Meter Daily Totals Sheet is attached

Service calls/call outs = 4
Street light repairs = 15
Customers shut off for non-payment = 6
Customers turned on for payment = 5
Customers turned on for the season = 0
New Services/Service Upgrades = 1

#### Daily Totals - GREENPORT

Customer Information

Name: GREENPORT JEMSTAR

Address: Village of Greenport

Long Island

Acct. No:

Meter No: KW DEL

Sun Oct 1 2017 to Tue Oct 31 2017

Total Usage: 2,259,105.00 KWH

Peak Demand: 4,484.00 KW

Occurred On: Oct 7 2017 14:15

Load Factor: 67.72 %

Period Ending	Ch. 1 (KWH)
10/01/2017	70,352.00
10/02/2017	70,610.00
10/03/2017	69,134.00
10/04/2017	70,630.00
10/05/2017	77,263.00
10/06/2017	83,830.00
10/07/2017	87,323.00
10/08/2017	87,474.00
10/09/2017	84,885.00
10/10/2017	79,987.00
10/11/2017	73,793.00
10/12/2017	69,583.00
10/13/2017	71,482.00
10/14/2017	75,854.00
10/15/2017	75,321.00
10/16/2017	71,275.00
10/17/2017	67,806.00
10/18/2017	67,957.00
10/19/2017	67,932.00
10/20/2017	70,196.00
10/21/2017	70,585.00
10/22/2017	69,283.00
10/23/2017	69,631.00
10/24/2017	72,176.00
10/25/2017	71,435.00
10/26/2017	69,755.00
10/27/2017	70,499.00
10/28/2017	69,277.00
10/29/2017	69,812.00
10/30/2017	67,951.00
10/31/2017	66,014.00

#### Tasks Accomplished:

- Checked and repaired circuit disruptions during a storm.
- Removed downed trees on Moore's Lane.
- Met with several contractors regarding service changes.
- Did turn-offs and turn-ons
- Order general stock for line trucks and plant supplies
- General plant and grounds maintenance.

#### Projects:

The Cooling Tower Project continues to progress. In mid-November, the testing and startup is expected to be completed. All site cleanup has been completed and gravel and beds are installed.

The Line Crew worked diligently to complete a major reconstruction of the distribution circuit on Main Street between Bay Avenue and Central Avenue and along Central Avenue between Main Street and Carpenter Street. Work included relocating two power banks, installing seven new utility poles, running several hundred feet of new primary and secondary wire, and coordinating with Cablevision and Verizon to remove and relocated the communications lines. The project went very smoothly and was a big success in allowing the much-needed widening of Main Street.

#### Attachments:

Greenport Meter Daily Totals Oct 17 (PDF)



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> TRUSTEES JACK MARTILOTTA DEPUTY MAYOR

> MARY BESS PHILLIPS

DOUGLAS W. ROBERTS

JULIA ROBINS

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

> CLERK SYLVIA PIRILLO, RMC EXT. 206

> > TREASURER ROBERT BRANDT EXT. 217

Submitted:

November 8, 2017

Meeting:

November 16, 2017 7:00 PM

Work Session Meeting

To:

Mayor George W. Hubbard, Jr.

Board of Trustees

Prepared By:

Derryl Baumer, Engineering Aide

From:

Paul Pallas, P.E. Village Administrator

Department: Village Administrator

# Work Session Report Village Administrator - Recreation

# Work Session Report Recreation Department

November 16, 2017

# Mitchell Park Marina/Parks

- The marina officially closed on October 22<sup>nd</sup>
- Staff is working to remove the pennants and buoys in the mooring field. Then the winter stakes will be installed.
- Electric service to the East and West piers has been shut off.
- Renewal applications for the Moorings and the Bayman's Dock have been mailed for the 2018 season.
- Speed buoys have been removed and stored for the winter
- Flyers and registration forms for Skate School have been sent out.
- Supplies and necessary equipment has been ordered for the Ice Rink.
- Schedules for the Hockey clubs have been completed.
- We expect the Ice Rink structure to be installed by the end of November

Monthly Revenue Reports are attached.

# Recreation Center

#### Statistics

Attendance:

Kids =25 Enrolled in After-School Program

#### Reports

- The After-School Program went on two trips with the Floyd Memorial Library. The first one was to San Simeon by the Sound. The kids spent time with the residents in reminiscence programs, reading journals, and enjoying snacks together. The second trip was to Columbia University in New York City. The children prepared a healthy meal, did journal writing, visited the Urban Garden, took a bus tour of the university and the city. A great time was had by all during these very successful field trips.
- The Halloween Party was also another success of the month. It was held on October 27th, the kids enjoyed treats, games, and music.

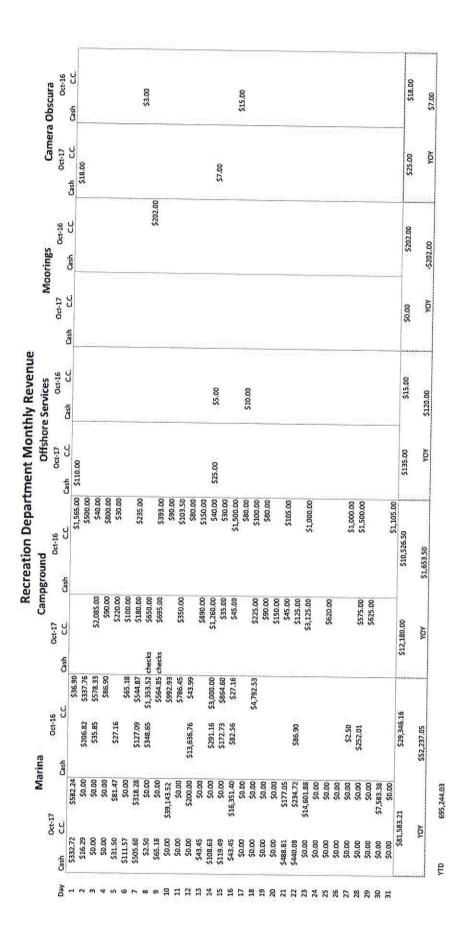
# Campground

#### Tasks Accomplished

- Continued collecting deposits for the 2018 season.
- Officially closed the campground on November 1<sup>st</sup>.

#### Attachments:

Rec Rev Report 111617(PDF)



# Recreation Department Monthly Revenue Carousel

	Oct-16
Calousei	
	Oct-17

\$10.00	\$30.00	\$30.00		\$15 m	\$20.00	\$10.00	\$20.00								\$15.00					
	\$15.00					\$20.00					\$19.00							\$20.00	\$10,100.00	
\$756.00	\$626.00	\$800.00		\$208.00	\$1,058.00	\$712.00	\$1,021.00	\$364.00		\$748.00	\$817.00			\$730.00	\$748.00		\$598,00	\$690.00		.C1 60¢ 94
				\$50.00	\$40.00				\$10.00	\$50,00										AUA
\$21.00				\$43.00						\$21.06									\$8,405.06	
\$940.00	\$20.00		\$135.00	\$1,364.00	\$1,394.00	\$466.00			\$764.00	\$744.00			\$758.00	\$800.00		\$626.00	\$158.00			



236 THIRD STREET GREENPORT NY 11944

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

MAYOR GEORGE W. HUBBARD, JR. EXT. 215

TRUSTEES
JACK MARTILOTTA
DEPUTY MAYOR

MARY BESS PHILLIPS

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Derryl Baumer, Engineering Aide

From:

Paul Pallas, P.E. Village Administrator

Department: Village Administrator

# Work Session Report Village Administrator - Building

# Work Session Report for Building Department

November 16, 2017

# **Building Inspector's Office**

#### Statistics

Summary of Transactions:

<b>Building Permit Applications</b>	5
Fence Permits	0
Wetland Permit Application	0
Wetland Permit Issued	0
HPC Application	1
Zoning Board Applications	0
Planning Board Applications	0
CO Fees	4
Yard Sale	5
Road Opening	0
Sewer Inspection Fee	0
Dumpster Permit	0
Sign Permit	0
Rental Permit Fees	0
Demo Permit	0

Total Fees Collected: \$6,019.80

#### Reports

- The Planning Board, Zoning Board and Historic Preservation Commission have slowed down with few new applications.
- The Building Inspector and Code Enforcer continue to respond to code complaints.

#### **Building Permits Issued**

Permit #	<u>Type</u>	<u>Address</u>	Scope of Work
02663	Residential	24 Beach Road	Solar Panels
02664	Commercial	207 Front Street	Foundation
02665	Commercial	207 Front Street	New Construction
02666	Residential	437 Second Street	Demolition
02667	Commercial	238 Main Street	Repairs

# Code Enforcer's Office

#### Reports

Traffic Enforcement Statistics Worksheet is attached.

Code Enforcement Worksheet is attached.

#### Attachments:

Code Enf Rep 111617 (PDF)

Park Enf Rep 111617 (PDF)





# Village of Greenport Enforcement Report

November 1, 2017

# Monthly Report REPORT COVERING

Incorporated Village

10/01/2017 through 10/31/2017

VIOLATION/COMPLAINT	DATE/TIME	FACTUAL	DISPOSITION
Open Burn I/V/O Sterling Street & Carpenter Street. Greenport, New York, 11944	October 9, 2017 14:30	Caller states open burn on adjacent property. Caller also alleges overcrowding at location.	Initial investigation yielded no evidence of open burn, however a charcoal BBQ grill was observed on property. Code Enforcement and Fire Marshall will make sporadic checks of property to ensure there are no open burns.
Traffic Obstruction C/O Third Street and Wiggins Street. Greenport, New York, 11944	October 11, 2017 08:45	Village Hall receiving calls for a truck blocking north- bound traffic on Main Street.	Upon arriving at location, a vehicle transporting truck was observed loading classic vehicles as cargo. Driver was advised they could not load and unload at this intersection due to traffic. Driver immediately moved truck.
Public Nuisances (90-3W VGC) Inside of Main Street municipal lot. Greenport, New York, 11944	October 23, 2017 11:15	Complaints of vehicle parked in lot with flat tires for a prolonged period of time.	Upon arriving at location, a Dodge pickup truck was observed with a flat tire and wood blocking. Letter sent to the registered owner of vehicle advising vehicle must be fixed and operable. The vehicle was removed from location soon after.
Neighbor dispute/altercation 629 Third Street, Greenport, New York, 11944	October 25, 2017 10:30	Complaint of tenant/landlord dispute regarding Village owned right of way.	Enforcement Officer & Fire Marshal responded to location and interviewed both parties involved. After initial investigation this matter has been turned over to Southold Town Police.
Illegal Dumping (112-17 VGC) 415 Flint Street Greenport, New York, 11944	October 30, 2017 13:15	White couch has been left on front lawn of property. (Sixth Street side)	Property has 2 couches on the Sixth Street side lawn of the property. Notice of Violation has been issued. Property owner must have couch removed from the lawn within 10 days, or will be issued a court appearance ticket.
Brush Pickup Regulations (112-9B VGC) 433 Sixth Street Greenport, New York, 11944	October 31, 2017 09:45	Landscaper placing large brush piles in street I/F/O location	Landscaper was advised of brush pickup regulations and ordered to remove brush pile. Landscaper was also advised the Village does not pick up any brush left by contractor and/or landscaping companies. Homeowner also advised of regulations. Brush has been removed.

VIOLATION/COMPLAINT	DATE/TIME	FACTUAL	DISPOSITION
Building Permit requirements. 433 Sixth Street, Greenport, New York, 11944	October 31, 2017 10:30	Upon investigation of property for brush regulations, open building permit found.	Property file has an open building permit from 2014. Building permit 02487 still remains open at this time. Property owner advised to contact Building Dept. for final inspection. Property owner also sent Certificate of Occupancy application and instructions.
Brush Pickup Regulations (112-9B VGC) 633 First Street Greenport, New York, 11944	October 31, 2017 13:05	Large brush pile in street on south property line.	Notice of Violation issued to property owner. Property owner must have brush pile removed immediately, or will be issued a court appearance ticket.
Water Runoff I/V/O Center Street and Second Street. Greenport, New York, 11944	October 31, 2017 13:20	Caller states water coming from yard and draining into street.	Investigation revealed home owner is draining swimming pool. Homeowner advised water does not contain any active chemicals.





### Village of Greenport Enforcement Report TRAFFIC ENFORCEMENT

November 1, 2017

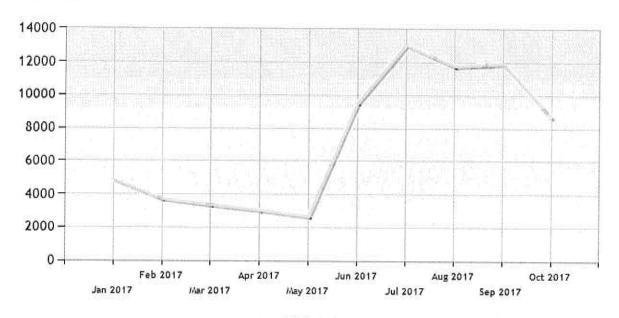
### Monthly Report REPORT COVERING 10/01/2017 through 10/31/2017

Incorporated Village

FINE COLLECTION BY MONTH: 2017

MONTH	No. OF TICKETS	AMOUNT COLLECTED	(VIA PLEA OF GUILTY OR COURT RULING)
January	50	\$4,895.00	, and the second results of
February	38	\$3,740.00	
March	40	\$3,375.00	
April	35	\$3,045.00	
May	36	\$2,675.00	
June	124	\$9,530.00	
July	167	\$13,045.00	
August	136	\$11,785.00	
September	138	\$11,935.00	
October	72	\$8,700.00	
November			
December			
YTD	836	\$72,725.00	

### Case Track



### TICKETS ISSUED FROM OCTOBER 1 - OCTOBER 31, 2017

\*INCLUDES TICKETS ISSUED IN THE VILLAGE OF GREENPORT BY STPD\*

### Case by Violation Type

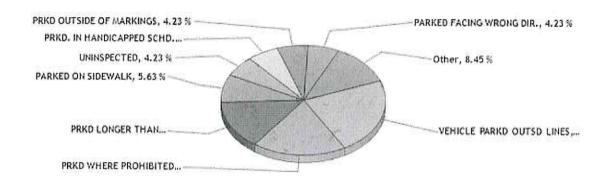
Code	Description	2017	Total
1	VEHICLE PARKD OUTSD LINES	11	11
10	PRKD. IN HANDICAPPED SCHD. XIX.	3	3
11	PRKD OBSTR. FIRE HYDRANT	1	1
13	PARKED ON SIDEWALK	4	4
14	UNREGISTERED	2	2
15	UNINSPECTED	3	3
16	PARKED FACING WRONG DIR.	3	3
17	OBSTRUCT DRIVEWAY	1	1
18	PRKD OUTSIDE OF MARKINGS	3	3
2	PRKD WHERE PROHIBITED SCHEDULE XI.	9 1	9
4	STOP OR STAND WHERE PROHIBITED SCH. XII.	1	1
7	PRKD DURING PROHIBITED HRS. SCH XV.	1	1
8	PRKD LONGER THAN PERMITTED SCHD XVI.	7	7
OTHER	OBSTRUCTING CROSSWALK	21	21
Total		70	70

### Top five by Violation Types

VEHICLE PARKD OUTSD LINES PRKD WHERE PROHIBITED SCHEDULE XI. PRKD LONGER THAN PERMITTED SCHD XVI. PARKED ON SIDEWALK

These Violations combined represent 74.65% of issuance Town wide.

### Frequently Issued Violations





236 THIRD STREET GREENPORT NY 11944

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

MAYOR GEORGE W. HUBBARD, JR. EXT. 215

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> CLERK SYLVIA PIRILLO, RMC EXT. 206

> > TREASURER ROBERT BRANDT EXT. 217

Submitted: November 7, 2017

Meeting: November 16, 2017 7:00 PM

Work Session Meeting

To: Mayor George W. Hubbard, Jr.

Board of Trustees

Prepared By: Robert Brandt, Treasurer

From: Robert Brandt, Treasurer

Department: Treasurer's Department

### **NOVEMBER 2017 TREASURER REPORT**

Work Session November 2017

### REQUEST A MOTION BE PLACED ON THE AGENDA FOR:

- 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 set up the required cash drawer/banks for the operation of the Village of Greenport ice skating rink.
- RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 3755, to fund the repair of the Railroad Dock, and directing that Budget Transfer # 3755 be included as part of the formal meeting minutes for the November 23, 2017 regular meeting of the Board of Trustees.
- RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 3756, to fund the inspection and repair of the Radio Tower, and directing that Budget Transfer # 3756 be included as part of the formal meeting minutes for the November 23, 2017 regular meeting of the Board of Trustees.
- RESOLUTION authorizing Mayor Hubbard to execute the Third Party Custodian Agreement between the Village of Greenport, People's Bank and the Bank of New York Mellon.

### UTILITY BILLING

Billing of Sectors 1 and 2 have been completed. Readings for Sector 3 in process. Red Tags processed through Sector 4. Successful implementation of new Sewer Rates. All monthly reports have been submitted.

### **COMMUNITY DEVELOPMENT/ HOUSING AUTHORITY**

- a) 7 recertifications and 2 interims were performed for November 2017.
- b) VGHA received a 96% score on its 2017 SEMAP certification. This score designates the VGHA as a "High Performer" and with such title, enables the VGHA to a reduction in reporting requirements to HUD. For example, the VGHA will be allowed to submit a PHA Plan every 5 years instead of every year. High Performing PHAs also are entitled to the full distribution of their HAP funds without penalty.
- c) The hearing officer agreed with the VGHA's decision to terminate #36VC for violation of participant's obligation to report income. The voucher was terminated on 10/31/2017.
- d) A voucher was issued to a new family. Currently, there are 7 families searching for housing.

### SIGNIFICANT COLLECTIONS

Rents Received for October 2017 - \$ 70,648.14 Tax Levy Collection- through October 2017 - \$ 1,036,361.99

### SIGNIFICANT PAYMENTS

SEWER BOND PAYMENT \$ 56,810.00

### INFORMATIONAL:

Report - Cash Holdings - See attached Utility Billing Statistics Report - see attached CD/HA Monthly Financials - See attached Tax Levy Collections Report - See attached

### Attachments:

BILLING STATISTIC REPORT OCTOBER 2017 (PDF)

BANK ACCOUNT BALANCES OCTOBER 2017 (PDF)

CD FINANCIALS OCTOBER 2017 (PDF)

HA FINANCIALS OCTOBER 2017 (PDF)

TAX LEVY COLLECTIONS THROUGH OCTOBER 2017 (PDF)

BUDGET AMENDMENT 3755 - RAILROAD DOCK REPAIR (PDF)

BUDGET AMENDMENT 3756- RADIO TOWER REPAIR (PDF)

THIRD PARTY CUSTODIAN AGREEMENT (PDF)

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THIRD PARTY CUSTODIAN AGREEMENT (PDF)

Southold Greenport Tax Service IMA (PDF)

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### EOM Billing Statistics Report

11/6/2017 9:30:01 AM

			Ē	EOM Billing Statistics Report	tatistics	Repo	せ					Page
Rate Summary - All Routes												
Service	Rate# - Description	Bills	Min. Bills	Usage	Charge	Usage	Demand	Contract	PCA	PCA NYSCES	Comm Tax	Res Tax
	Z - Electric - Flat Charge	14	0	0		0		675,38				934
	9 - Residential (1.1)	1349	0	598127	70,693.16	0			4.869.90	2 208 07		1 864 11
	10 - Water Heating (2, 2)	13	0	1886	139.17	0			15.31	7.10		200
	11 - All Electric (3, 3)	337	0	134273	16,192,33	0			1 089 71	505 13		100
	13 - Demand - Class 3 (5, 5)	S	0	309200	17,284,28		14 067 11		2 509 47	1 162 21	573.05	441.00
	14 - Village St. Lighting (6, 6)	S	0	17010.85	1,957.96				138.06	64.00	012.30	
	15 - Town St Lighting (7, 7)	*	0	2062.55	237.40	0			16.74	37.7		
	19 - Traffic Lights (11, 11)	•	0	1416	146 65	· c			2 4	0.10		
	20 - Contract St Lighting (12, 12)		0	0	000	· C			D.	25.5		
	21 - Sterling Harbor (13, 13)	2	0	736 625	84 78	0 0				-		
	66 - Reconnection Fee- Residential	ı u		010.00	5				2.38	2.11	8.06	
Electric Total		1734		100 6757901	400			420.00				
Sewer	3 - Souver - Flot Chome	5 ;	9 0	1004712.023	106,735.73	7.7611	14,067.11	1,125.38	8,656.66	3,963.37	581.01	2,319.35
	2 - Cower - Flat Ollarge	4	0	0	2,160.70	0						
	4 - Sewer - Flat Charge	-	0	0	63.70	0						
	23 - Sewer - VILL 3/4" W/SEWER (14, 14)	880	517	3695.5	54,175,15	0						
	25 - Sewer - VILL 1" W/SEWER (15, 15)	29	ത	457.3	5,620.74	0						
	27 - Sewer - VILL 1 1/2" W/SEWER (16, 16)	12	4	311.3	4,540.95	0						
	29 - Sewer - VILL 2" W/SEWER (17, 17)	28	വ	855.7	12,559.25	0						
8	31 - Sewer - VILL 3" W/SEWER (18, 18)		77	1.8	42.00	0						
	33 - Sewer - VILL 4" W/SEWER (19, 19)	2	Υ.	8.7	115.20	0						
	54 - Sewer - OUTSIDE RES SEWER (50, 50)	75	53	650.8248	13,779.84	C						
	57 - SPLIT SEWER BILLING (52, 52)	•	0	5	0.00	0						
	62 - DRIFTWOOD COVE 52	-	•	151.47	3.276.00	0						
	63 - DRIFTWOOD COVE 49	•		131 274	3 087 00							
	64 - PECONIC LANDING 301	-		857	18 063 00	2 0						
	65 - CLIFFSIDE CONDOS-SEWER		2.8		10,303,00	> 0						
Sewer Total	the course course of the cours	- 7	- 6	2	4,410.00	•						
Merci otal		10/4	284	7238.8688	122,793.53	0						
valer	5 - Water - Flat Charge	52	0	0	659,65	0						
	22 - VILL 3/4" W/SEWER (14, 14)	887	274	4267.8	22,167.16	0						
	24 - VILL 1" W/SEWER (15, 15)	28	5	437	1,693.80	0						
	26 - VILL 1 1/2" W/SEWER (16, 16)	13	7	352	1,433.04	0						
	28 - VILL 2" W/SEWER (17, 17)	53	13	961	3,773.76	0						
	30 - VILL 3" W/SEWER (18, 18)	<b>,</b>	577	2	36.90	0						
	32 - VILL 4" W/SEWER (19, 19)	2	2	4	73.80	0						
	46 - VILLAGE 1 1/2" (42, 42)	F	•	0	36.90	0						
	47 - VILLAGE 2" (43, 43)	8	2	461	1,652.88	0						
	48 - VILLAGE 3/4" (44, 44)	106	54	817	3,968.64	0						
	49 - VILLAGE SEWER ONLY (45, 45)	ဖ	0	97	0.00	c						
	52 - FIRE SPRINKLERS (49, 49)	25	0	0	0.00	0						
	53 - OUTSIDE RES SEWER (50, 50)	7	0	759.968	000	c						
Water Total		1202	356	8158.768	35,496.53							
electric-small commercial	12 - Commercial (4, 4)	357	0	656259.8	82,247,34	0			5 067 85	20 488 08	7 035 53	
	16 - Operating Municipalt (8, 8)	32	0	45513	5.825.81	C		,		474 99	20.000,	
	17 - Water Department (9, 9)	2	0	0	24.86	0			50.000	77.11		
No. Charle on	18 - Sewer Department (10, 10)	10	0	57948	7,347,51	0			470.31	218.00		
electric-small commercial Total	otal	401	0	759720.8	95,445.52	0		u		2 858 18	7 025 63	
Grand Total		4411	950			1197.2 1	14,067.11 1.125.38			6 821 55	7,616.54 231035	310 35
										7	2	20.0

FUND A A	BANK ACCOUNT NAME	G/L ACCT#	TYPE	BALANCE	
	General				
Α	A PROPERTY OF THE PROPERTY OF	A.0200.000	Checking	188,590.01	
	Greenhill Cemetery	A.0201.100	Savings	33,341.03	
Α	Clarks Beach Savings	A.0201.120	Savings	82,286.89	
A	Clarks Beach Reserve CD	A.0201.120	Cert of Deposit	678,523.37	
Α	Money Market	A.0201.130	Money Market	2,110,076.70	
А	Fire Apparatus	A.0221.110	Money Market	356,207.79	
Α	General Fund Capital	A.0230.200	Cert of Deposit	94,306.04	
Α	Bulding Department Escrow	A.0235.101	Checking	19,442.60	
Α	Parks and Recreation	A.0200.200	Checking	28,613.21	
			TOTAL	GENERAL FUND	\$ 3,591,387.0
CD	Small Cities Rehab.	CD.0200,000	Savings	152,599.76	
CD	NYS CDBG Funds	CD.0200.400	Public Funds Acct	226.21	
CD	Moran	CD.0201.000	Savings	5,728.81	
CD	Watkins	CD.0201.001	Savings	21,756.03	
			TOTAL COMMUNIT		180,310.8
Ε	Light Fund	E.0121.100	Checking	352,377.77	
Ε	Light Depreciation Savings	E.0116.100	Savings	2,650,541,75	
E	TTC Collections	E.0121.120	Money Market	882.68	
E	Consumer Deposit Savings	E.0191.100	Savings	135,078.87	
E	Consumer Deposit Checking	E.0244.200	Checking	1,322.81	
			TC	TAL LIGHT FUND	3,140,203.8
F	Water	F.0200.000	Checking	396,320.00	
F	Water Fund Capital	F.0200.400	SAVINGS	8,363.47	
F	Water Fund CD	F.0201.000	Cert of Deposit	201,619.46	- Anna Anna Anna Anna Anna Anna Anna Ann
F	Water Fund Money Market	F.0201.130	Money Market	200,662.26	
		7.77-00.77	West American	200,002,20	806,965.1
-1					

G	Sewer	G.0200.000	Checking	473,617.33		
G	NYS DEC Consent	G.0201.000	Savings	31,251.70		
G	Sewer Fund I	G.0201.100	Cert of Deposit	360,990.71		
G	Sewer Fund III	G.0201.120	Cert of Deposit	149.47		
G	NYSEFC	G.0205.000	Checking	185,771.25		
G	Sewer Wastewater	G.0220.110	Savings	12,131.78		
G	NYSERDA	G.0525.000	Checking	111.01		
			то	OTAL SEWER FUND	\$	1,064,023.2
-	<del></del>					
Н	Capital	H.0200.000	Checking	631,330.15		
Н	Capital Reserve	H.0200.400	SAVINGS	49,463.32		
			то	TAL CAPITAL FUND	\$	680,793.4
		varancia cal si uma e la cimina de	1			- 1/5/ 0.5
TA	Trust & Agency	TA.0200.000	Checking	50,247,38		
TA	Retirement Savings	TA.0201.000	Savings	48,818.42		
TA	WWI Memorial Trust	TA.0201.001	Savings	729.02		
TA	T & A Special Escrow	TA.0201.002	Savings	6,585.33		
TA	Justice Court	TA.0201.004	Savings	4,780.03		
TA	Concert Fund	TA.0201.008	Savings	2,280.24		
TA	Global Common	TA.0201.009	Savings	271,133.87		
TA	Accounts Payable	TA.0202.000	Checking	660,186.27		
	(	- 1	TOTAL TRUS	C & AGENCY FUND	\$	1,044,760.56
	Wire Account		+	1.00		
	Utility Clearing			101,552.14	7751	
			-		\$	101,553.14
		••	тот	AL VILLAGE WIDE	\$	10,609,997.94

					20.5
	REVENUE: 213 Center 213 Center	REVENUE: 278 2nd Street			
		ONII 1 - 0124 032/ UNII 3	HOUSE		į
Keni	\$ 1,125.00	\$ 1,300.00 1,125.00 \$ 1,125.00			
Late Fees/Credits	5 75.00			The state of the state of	-
TOTAL REVENUE	5 1,200.00	1,300.00 S 1,125.00 S 1	0 S - S 3,520.00		
EXPENSES:	Cynthetic and				
	EAFENSES: 213 Center	EXPENSES: 278 2nd Street			
Hilliting	213 CENTER	UNIT 1 - 8124 8327 8328	HOUSE - 8590 RF/8361 SW		
Flectric	100	J OK			ĺ
The second secon	\$ 110.58	The state of the s	\$ 42.93		1
Water/Sewer	\$ 88.38				
Propane/Heating Oil	1	The second secon			
Admin		Torre was the second of the se			
Salary (\$4.32 X 2 payperiods 140 hrs=\$604.80 divide	de				
by 25% and 75%)	151.20				
Payment Agreement to Village	A				
Total	21.021 3		\$ 1,000.00		
		S - S - C	S 1,560.67	4	
			\$ 1,560.67		
1 14	MAINTENANCE: 213	MAINTENANCE: 278 2nd			
	213 CENTER	Street IINIT IINIT DESTREET			
Maintenance Repairs/Other		7 185	HOUSE		
Greenport Plumbing & Heating		125.00			
Pine Oaks Landscaping	1				
	S	S 125.00 S S	370.00		
Total Expenses	\$ 350.16				
MONTHLY FINANCIAL SUMMARY	213 CENTER	2000	5 495.00		
Interest Earned		Z/8 Zhd SiREET			
Total Revenue	1 200 00				1
Total Expenses	1	. 120			
NET REVENUE		\$ 2,055.67			
EXCESS (DEFICIENCY) OF TOTAL REVENUE					1

VILLAGE OF GREENPORT (NY146)

1 of 1

Date Prepared: 11/07/2017 11:01 AM Report Date: 11/07/2017

Purpose Table: ALL

## VILLAGE OF GREENPORT

## Payment To 10/31/2017 Report

Grand Totals	Count	Payment Amt Count	Count	Refunds	Payment Total	Writeoff
BID MT SEWER MT VILLT WATER MT Total PRINCIPAL	110 23 993 24	44,962.52 17,514.91 961,583.36 9,207.64 1,033,268.43			44,962.52 17,514,91 961,583.36 9,207.64 1,033,268.43	
NSF Total FEES	£ "	15.00			15.00	
PEN Total PENALTY	38	3,077.79			3,077.79	
OVRPY Total OVRPY	n	806.01	-	(805.24)	0.77	
Total		1,037,167.23	1.	(805.24)	1,036,361.99	

COL4080 Page 122 of 122 Prepared By: ROBERT Date Prepared: 11/07/2017 10:14 AM

### VILLAGE OF GREENPORT

GLR4150 1.0 Page 1 of 1

### **Budget Adjustment Form**

Year:

2018

Period: 11

Trans Type:

B2 - Amend

Status: Batch

Trans No:

3755

Trans Date: 11/07/2017

User Ref:

ROBERT

Requested: P. PALLAS

Approved:

Created by:

ROBERT

11/07/2017

Description: TO APPROPRIATE SURPLUS FOR THE REPAIR OF STORM DAMAGE TO THE RAILROAD DOCK

Account # Order; No

Print Parent Account: No

Account No.

**Account Description** 

Amount

A.7231.407

DOCKS R &M

12,000.00

A.5990

APPROPRIATED FUND BALANCE

12,000.00

**Total Amount:** 

24,000.00

Date Prepared: 11/08/2017 09:00 AM

### VILLAGE OF GREENPORT

GLR4150 1.0

Page 1 of 1

### **Budget Adjustment Form**

Year:

2018

Period: 11

Trans Type:

B2 - Amend

**Total Amount:** 

Status: Batch

Trans No:

3756

Trans Date: 11/08/2017

User Ref:

ROBERT

11/08/2017

48,310.00

Requested: P. PALLAS Description: TO APPROPRIATE RESERVES TO FUND THE INSPECTION AND REPAIR OF

Approved:

Created by:

ROBERT

Account # Order: No

THE RADIO TOWER

Print Parent Account: No

Account No.	Account Description	Amount
A.1620.300	RADIO TOWER EXP	24,155.00
A.5990	APPROPRIATED FUND BALANCE	24,155.00

### THIRD PARTY CUSTODIAN AGREEMENT (Collateralized Municipal Deposits)

THIS AGREEMENT, made and executed as of \_\_\_\_\_\_\_\_between Village of Greenport ("Local Government"), People's United Bank, National Association ("Bank") and The Bank of New York Mellon ("Custodian").

### WITNESSETH

WHEREAS, Local Government desires to maintain or continue to maintain public deposits with the Bank;

WHEREAS, the Bank desires to obtain such deposits and to provide security therefor as required by the General Municipal Law, Banking Law and other applicable statutes;

WHEREAS, the Custodian agrees to provide safekeeping services and to hold any securities pledged by the Bank in a custodial account established for the benefit of the Local Government as secured party pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth hereafter, the parties hereto agree as follows:

### 1. Security Requirements.

- (a) The Bank, to secure the timely payment of Uninsured Deposits heretofore or hereafter made by the Local Government, including any interest due thereon and any costs or expenses incurred by Local Government and arising out of the collection of any deposits made with the Bank, shall provide the Local Government with Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. Whenever Eligible Collateral is provided pursuant to this paragraph, the Bank hereby grants to the Local Government a pledge and security interest in and to such Eligible Collateral and shall deliver such Eligible Collateral to the Custodian in the manner prescribed in Section 2 of this Agreement. The security interest of the Local Government in Eligible Collateral shall terminate upon the transfer of such Eligible Collateral from the Account. Eligible Letters of Credit and Eligible Surety Bonds rovided pursuant to this paragraph shall be subject to the prior approval of the Local Government unless the Local Government has approved in writing the form of an Eligible Letter of Credit or Eligible Surety Bond to be issued by a specific entity or the form of such Eligible Letter of Credit or Eligible Surety Bond is attached hereto as an Exhibit.
- (b) The Custodian will daily determine the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement (except that the Bank shall provide to the Custodian the Market Value of Eligible Surety Bonds). If the Adjusted Market Value of such Eligible Collateral is less than the Collateral Requirement, the Custodian will so notify the Bank and the Bank shall, upon such notice, be required to provide additional Eligible Collateral having an Adjusted Market Value equal to or greater than such deficiency no later than one Business Day after receipt of such notice. If the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement exceeds the Collateral Requirement, the Custodian, at the direction of the Bank, shall transfer securities from the Account, or in the case of other Eligible Collateral, cause or consent to a reduction in the amount thereof, to the extent of such excess.
- (c) The Bank may substitute Eligible Collateral ("Substitute Collateral") for any Eligible Collateral previously provided pursuant to this Agreement so long as the Substitute Collateral has an Adjusted Market Value equal to or greater than the Eligible Collateral which it will replace. The Bank shall give Written or Oral Instructions to the Custodian with respect to any proposed substitution. If the Substitute Collateral described in such Written or Oral Instructions consists exclusively of Eligible Collateral having sufficient Adjusted Market Value, the Custodian, at the direction of the Bank, shall transfer the Eligible Collateral out of the Account against delivery to the Account on the same Business Day of the Substitute Collateral. In the event the Substitute Collateral described in such notice consists of an Eligible Letter of Credit or Eligible Surety Bond, the prior consent of the Local Government shall be required before the Bank or Custodian may complete the substitution described in such notice unless the Local

Government has, in writing, previously approved and consented to the form and issuer of the Eligible Letter of Credit and/or Eligible Surety Bond to be provided as Substitute Collateral.

### Custody of Eligible Collateral

- (a) The Bank and Local Government hereby appoint the Custodian as custodian of all Eligible Collateral at any time delivered to the Custodian pursuant to this Agreement. The Custodian hereby accepts appointment as such Custodian and agrees to establish and maintain the Account and appropriate records identifying the Eligible Collateral as pledged by the Bank to the Local Government. Securities in the Account shall be kept separate and apart from the general assets of the Custodian and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or liability of the Custodian or any other person or entity. The Custodian, in performing its duties and responsibilities pursuant to this Agreement, shall act as custodian for, and agent of, the Local Government.
- (b) The Bank and Local Government agree that Eligible Collateral delivered to the Custodian for deposit in the Account may be in the form of credits to the accounts of Custodian at the Book Entry System or a Depository or by delivery to the Custodian of physical certificates in a form suitable for transfer or with an assignment in blank to the Local Government or Custodian. The Bank and Local Government hereby authorize the Custodian on a continuous and ongoing basis to deposit in the Book Entry System and/or the Depositories all Eligible Collateral that may be deposited therein and to utilize the Book Entry System and/or Depositories and the receipt and delivery of physical Securities or any combination thereof in connection with its performance hereunder. Eligible Collateral credited to the Account and deposited in the Book Entry System or Depositories or other financial intermediaries will be represented in accounts of Custodian that include only assets held by Custodian for its customers, and including but not limited to accounts in which Custodian acts in a fiduciary, agency or representative capacity. Eligible Collateral that is not held in the Book Entry System, Depositories or through another financial intermediary will be held in the Custodian's vault and physically segregated from securities and other non-cash property belonging to the Custodian.
- (c) (i) The Custodian shall provide to the Local Government weekly and monthly statements reflecting the activity in the Account. Upon request, the Custodian shall also provide to the Local Government a daily statement on any Business Day on which Eligible Collateral is transferred to or from the Account.
- (ii) Local Government agrees that it shall promptly review all statements and shall promptly advise Custodian by Oral or Written Instruction of any error, omission or inaccuracy in such statements. In the event that Custodian receives such a Written or Oral Instruction identifying a specific concern with respect to the Market Value, Adjusted Market Value, or any other matter connected with the Account, Custodian shall undertake to correct any errors, failures or omissions, provided that Custodian determines in its sole discretion that such error, failure or omission actually occurred. Any such corrections shall be reflected on subsequent statements.
- (d) The Account shall not be subject to any security interest, lien or any right of set-off by or against the Custodian.
- (e) With respect to all Eligible Collateral held in the Account, the Custodian by itself, or through the use of the Book Entry System or the appropriate Depository, shall, unless otherwise instructed to the contrary by the Bank: (i) collect all income and other payments reflecting interest and principal on the Eligible Collateral in the Account and credit such amounts to the account of the Bank; (ii) forward to the Bank copies of all information or documents that it may receive from an issuer of Eligible Collateral which, in the opinion of the Custodian, is intended for the beneficial owner of the Eligible Collateral including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any Eligible Collateral held by the Custodian hereunder; and (v) upon receipt of Written Instructions from the Bank, the Custodian will exchange Eligible Collateral held hereunder for other securities and/or cash in connection with (a) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (b) any exercise, subscription, purchase or other similar rights.

### 3. Events of Default

In the event the Bank shall fail to pay the Local Government any amount of the Deposits by the Local Government covered by this Agreement in accordance with the terms of such Deposit, or should the Bank fail or suspend active operations, the Deposits in such Bank shall become due and payable immediately and the Local Government shall have the right to unilaterally demand delivery of all Eligible Collateral in the Account by notice to the Custodian and to sell such securities at public or private sale. In the event of such sale, the Local Government, after deducting all legal expenses and other costs, including reasonable attorneys fees, from the proceeds of such sale, shall apply the remainder towards any one or more of the liabilities of the Bank to the Local Government and shall return the surplus, if any, to the Bank.

### 4. Representation and Warranties

- (a) Representations of the Bank. The Bank represents and warrants, which representations and warranties shall be deemed to be continuing, that:
  - it is the legal and actual owner, free and clear of all liens and claims, of all Eligible Collateral pledged pursuant to this Agreement;
  - (2) this Agreement was executed by an officer of the Bank who was authorized by the Bank's board of directors to do so and will at all times be maintained as an official record of the Bank;
  - (3) all securities pledged pursuant to this Agreement are Eligible Collateral;
  - (4) the Bank is a banking organization located and authorized to do business in the State of New York;
  - (5) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.
- (b) Representations of the Local Government. The Local Government hereby represents and warrants, which representations and warranties shall be deemed to be continuing, that:
  - this Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it and is enforceable against the Local Government in accordance with its terms;
  - (2) the appointment of the Custodian has been duly authorized and no other action by the Local Government is required and this Agreement was executed by an officer of the Local Government duly authorized to do so;
  - (3) it will not transfer or assign its rights or interests in or with respect to any Eligible Collateral pledged pursuant to this Agreement, except as authorized pursuant to Section 3 of the Agreement;
  - (4) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

### Concerning the Custodian.

- (a) The Custodian shall not be liable for any loss or damage, including reasonable counsel fees, resulting from its action or omission to act or otherwise, except for any loss, damage, claim or expense arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including reasonable counsel fees, which are sustained or incurred by reason of any action or inaction by the Book Entry System or any Depository. The Custodian may, with respect to questions of law, apply for and obtain the advice and opinion of competent counsel and shall be fully protected with respect to anything done or omitted by it in good faith and conformity with such advice or opinion. The Local Government and Bank agree, jointly and severally, to indemnify the Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which the Custodian may sustain or incur or which may be asserted against the Custodian by reason of or as a result of any action taken or omitted by the Custodian in connection with operating under this Agreement except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of the Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of the Local Government and Bank notwithstanding the termination of this Agreement.
- (b) The Custodian shall not be responsible for, or considered to be the Custodian of, any Eligible Collateral received by it for deposit in the Account until the Custodian actually receives and collects such Eligible Collateral directly or by the final crediting of the Custodian's account on the books of the Book Entry System or the appropriate Depository. The Custodian will be entitled to reverse any credits made on the Local Government's behalf where such credits have been previously made and the Eligible Collateral is not finally collected.
- (c) The Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against the Custodian in connection with this Agreement. In no event shall Custodian be liable to Local Government, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement.
- (d) The Local Government's authorized officer, upon reasonable notice, shall have access to the Custodian's books and records maintained with respect to the Local Government's interest in the Account during the Custodian's normal business hours. Upon the reasonable request of the Local Government, copies of any such books and records shall be provided by the Custodian to the Local Government or the Local Government's authorized officer at the Local Government's expense.
- (e) In performing hereunder, the Custodian may enter into subcontracts, agreements and understandings with third parties (including subsidiaries of The Bank of New York Mellon Corporation), whenever and on such terms and conditions as it deems necessary or appropriate. No such subcontract, agreement or understanding shall discharge the Custodian from its obligations hereunder.
- (f) Reliance on Pricing Services. Custodian is authorized to utilize any generally recognized pricing information service (including brokers and dealers of securities) in order to perform its valuation responsibilities hereunder, and the Bank and the Local Government agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.
- (g) Force Majeure. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service outside of Custodian's reasonable control, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action (a "Force Majeure Event"); provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances. Notwithstanding the foregoing, in the event that a Force Majeure Event delays performance for a period of more than thirty (30) consecutive calendar days, the Bank or the Local Government may terminate this Agreement upon notice to the Custodian and any prepaid fees shall be refunded on a pro rata basis as of the date such Force Majeure Event first occurred.

(h) Bank shall pay to Custodian the fees and charges as may be agreed upon from time to time. Bank shall also reimburse Custodian for reasonable out-of-pocket expenses which are a normal incident of the services provided hereunder.

### 6. Termination

Any of the parties hereto may terminate this Agreement by giving to the other parties a notice in writing specifying the date of such termination, which shall be the earlier of (i) not less than 90 days after the date of giving such notice or (ii) the date on which the Deposits are repaid in full. Such notice shall not affect or terminate the Local Government's security interest in the Eligible Collateral in the Account. Upon termination hereof, the Custodian shall follow such reasonable Written Instructions of the Bank and the Local Government concerning the transfer of custody of Eligible Collateral, collateral records and other items. In the event of a discrepancy between Written Instructions of the Bank and the Local Government, the Custodian shall act pursuant to the Local Government's Written Instructions. Upon the date set forth in the termination notice, this Agreement shall terminate except as otherwise provided herein and all obligations of the parties to each other hereunder shall cease.

### Miscellaneous.

- (a) The Local Government and Bank each agrees to furnish to the Custodian a new Certificate in the event that any present Authorized Person ceases to be an Authorized Person or in the event that any other Authorized Persons are appointed and authorized. Until such new Certificate is received, the Custodian shall be fully protected in acting upon Oral or Written Instructions or signatures of the present Authorized Persons.
- (b) Any Written Instructions or other instrument in writing authorized or required by this Agreement shall be given to the Custodian and shall be sufficiently given if sent to the Custodian by regular mail to its offices at One Wall Street, 4<sup>th</sup> Floor, New York, New York 10286, <u>Attn</u>: BDS – Collateral Manager, or at such other place as the Custodian may from time to time designate in writing.
- (c) Any notice or other instrument in writing authorized or required by this Agreement to be given to the Bank shall be sufficiently given if sent to the Bank by regular mail to its offices at 850 Main St., 12<sup>th</sup> Floor, Bridgeport, CT 06604, Attn: Rosemary McCabe, Government Banking & Finance Group, or at such other place as the Bank may from time to time designate in writing.
- (d) Any notice or other instrument in writing, authorized or required by this Agreement to be given to the Local Government shall be sufficiently given if sent to the Local Government by regular mail to its offices at 236 3<sup>rd</sup> St, Greenport, NY 11944 or at such other offices as the Local Government may from time to time designate in writing.
- (e) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.
- (f) This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties hereto.
- (g) This Agreement shall extend to and be binding upon the parties hereto, and their respective successors and assigns; provided however, that this Agreement shall not be assignable by any party without the written consent of the other parties.
- (h) This Agreement shall be construed in accordance with the substantive laws of the State of New York, without regard to conflicts of laws principles thereof. Bank, Local Government and Custodian hereby consent to the jurisdiction of a state or federal court situated in New York in connection with any dispute arising hereunder. Bank, Local Government and Custodian hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a

court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. Bank, Local Government and Custodian each hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

(i) <u>Waiver of Immunity</u>. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each party irrevocably agrees not to claim, and it hereby waives, such immunity in connection with this Agreement.

### Definitions.

Whenever used in this Agreement, the following terms shall have the following meanings:

- (a) "Account" shall mean the custodial account established with the Custodian for the benefit of the Local Government as secured party in accordance with this Agreement.
- (b) "Adjusted Market Value" shall be one hundred percent of Market Value, except that: (1) in the case of Eligible Collateral enumerated in subparagraphs (v), (vi) and (vii) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.9 if such Eligible Collateral is not rated in the highest rating category by at least one Nationally Recognized Statistical Rating Agency, but is so rated in the second highest rating category, and an amount equal to its Market Value multiplied by 0.8 if such Eligible Security is not so rated in one of the two highest categories, but is so rated in the third highest rated category; (2) in the case of Eligible Collateral enumerated in subparagraphs (viii), (x) and (xi) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.8; (3) in the case of Eligible Collateral enumerated in subparagraph (ix) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.7; and (4) in the case of Eligible Letters of Credit, the Adjusted Market Value shall be an amount equal to its Market Value divided by 1.4.
- (c) "Authorized Person" shall be any officer of the Local Government or Bank, as the case may be, duly authorized to give Oral Instructions or Written Instructions on behalf of Local Government or Bank, such persons to be designated in a Certificate substantially in the form of Exhibit "C"- attached hereto, as such Exhibit may be amended from time to time.
- (d) "Book Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering U.S. Government Securities.
- (e) "Business Day" shall mean any day on which the Custodian and the Bank are open for Business and on which the Book Entry System and/or the Depositories are open for business.
  - (f) "Certificate" shall mean the Certificate attached hereto as Exhibit "C".
- (g) "Collateral Requirement" shall mean the amounts required in Exhibit "A" unless the Bank and Local Government agree to a different amount in accordance with this Agreement.
- (h) "Depository" shall include the Depository Trust Company, the Participants Trust Company and other securities depositories and clearing agencies (and their successors and nominees) registered with the Securities and Exchange Commission or otherwise regulated by appropriate federal or state agencies as a securities depository or clearing agency.
- (i) "Deposits" shall mean all deposits by the Local Government in the Bank that are available for all uses generally permitted by the Bank to the Local Government for actually and finally collected funds under the Bank's account agreement or policies.
- (j) "Eligible Collateral" shall mean any securities of the types enumerated in the Schedule of Eligible Collateral attached hereto as Exhibit "B" as such Schedule may be amended by the parties in writing from time to time, Eligible Letters of Credit, and Eligible Surety Bonds.

- (k) "Eligible Letter of Credit" shall mean an irrevocable letter of credit issued in favor of the Local Government for a term not to exceed ninety days by either: (1) a bank (other than the Bank) whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of three highest rating categories based on the credit of such bank or holding company by at least one Nationally Recognized Statistical Rating Organization, or (2) a bank (other than the Bank) which is in compliance with applicable Federal minimum risk-based capital requirements.
- (I) "Eligible Surety Bond" shall mean a bond executed by an insurance company authorized to do business in the State of New York, the claims paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations.
- (m) "Margin Percentage" shall mean the percentage indicated on Exhibit B attached hereto with respect to particular types of Eligible Collateral.
- (n) "Market Value" shall mean, with respect to any Eligible Security held in the Account, the market value of such Eligible Security as made available to the Custodian by a generally recognized source selected by the Custodian plus, if not reflected in the market value, any accrued interest thereon, or, if such source does not make available a market value, the market value shall be as determined by the Custodian in its sole discretion based on information furnished to the Custodian by one or more brokers or dealers; provided however that, if agreed in writing by the parties hereto, the Bank may provide the Custodian with such Market Values. The Market Value of Eligible Letters of Credit and Eligible Surety Bonds shall be the face amount thereof.
- (o) "Nationally Recognized Statistical Rating Organization" shall mean Moody's, Standard and Poor's, Fitch, Duff and Phelps, BankWatch and IBCA and in the case of Eligible Surety Bonds, shall also include Bests.
- (p) "Oral Instructions" shall mean verbal instructions actually received by the Custodian from an Authorized Person or from a person reasonably believed by the Custodian to be an Authorized Person.
- (q) "Substitute Collateral" shall have the meaning set forth in paragraph C of Section 1 of this Agreement.
- (r) "Uninsured Deposits" shall mean that portion of the Local Government's Deposits with the Bank which exceeds the insurance coverage available from the Federal Deposit Insurance Corporation.
- (s) "Written Instructions" shall mean written communications actually received by the Bank or the Custodian from an Authorized Person or from a person reasonably believed by the Bank or the Custodian to be an Authorized Person by a computer, telex, telecopier or any other system whereby the receiver of such communications is able to verify by codes or otherwise with a reasonable degree of certainty the identity of the sender of such communication.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, as of the day and year first above written.

VILLAGE OF GREENPORT	PEOPLE'S UNITED BANK, NATIONAL ASSOCIATION
Ву:	Ву:
Title:	Title:
	THE BANK OF NEW YORK MELLON
	Ву:
	Title:

Peoples United (4-15)

### EXHIBIT A Collateral Requirement

Collateral Requirement. On any Business Day that the Local Government has Uninsured Deposits in the Bank, the Bank, in accordance with paragraph b of Section 1 of this Agreement, agrees to deliver or cause to be delivered to the Custodian for deposit in the Account, Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. For purposes of this Agreement, Collateral Requirement shall mean the amount of such Uninsured Deposits times the Margin Percentage, if any.

### EXHIBIT B Schedule of Eligible Collateral

Margin %		
103	(i)	Obligations issued by the United States of America, an agency thereof or a United States government sponsored corporation or obligations fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation.
<u>103</u>	(ii)	Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.
103	(iii)	Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.
103	(iv)	Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.
103	(v)	Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
<u>103</u>	(vi)	Obligations of Puerto Rico rated in the three highest rating categories by at least one nationally recognized statistical rating organization.
103	(vii)	Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in the three highest rating categories by at least one nationally recognized statistical rating organization.
103	(viii)	Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.
103	(ix)	Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by Federal bank regulatory agencies.
103	(x)	Commercial paper and bankers' acceptances issued by a bank (other than the Bank), rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.
103	(xi)	Zero coupon obligations of the United States government marketed as "Treasury strips".

### EXHIBIT C CERTIFICATE OF AUTHORIZED PERSONS (Local Government - Oral and Written Instructions)

Name	Title	Signature
Name	Title	Signature

Date:



236 THIRD STREET GREENPORT NY 11944

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

MAYOR GEORGE W. HUBBARD, JR. EXT. 215

TRUSTEES
JACK MARTILOTTA
DEPUTY MAYOR

MARY BESS PHILLIPS

DOUGLAS W. ROBERTS

JULIA ROBINS

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

> CLERK SYLVIA PIRILLO, RMC EXT. 206

> > TREASURER ROBERT BRANDT EXT. 217

Submitted:

November 9, 2017

Meeting:

November 16, 2017 7:00 PM

Work Session Meeting

To:

Mayor George W. Hubbard, Jr.

Board of Trustees

Prepared By: Debl

Debbie Boyle, Assistant

From:

Debbie Boyle, Assistant

Department: Village Clerk Department

### Village Clerk November 2017 Work Session Report

### VILLAGE of GREENPORT - BOARD of TRUSTEES WORK SESSION

to be presented at the meeting held on November 16, 2017 Report of Sylvia Lazzari Pirillo, Village Clerk

### Agreements, Contracts and Grants

The 2017/2018 Service Fee Agreement between the Village and Penflex was fully executed on October 26<sup>th</sup>, and relayed to Penflex on November 2<sup>nd</sup>.

The Fifth Renewal to the Incremental Power Supply Agreement was executed by the Village on November 6<sup>th</sup> and sent to NYPA.

### <u>Financial</u>

The NYS OSC has confirmed that the Village is owed \$ 12, 110 from the Town of Southold Justice Court for the month of September, 2017.

### Legal Notices

The legal notice for the Stephen Bull Wetlands Permit Application was published in the November 9<sup>th</sup> edition of the newspaper.



### **Board Discussion Point(s)**

Proposed amendment to Chapter 118 (Sub-Division and Merger of Land) of the Village of Greenport Code

### Requested Resolutions

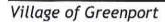
RESOLUTION approving the Public Assembly Permit Application submitted by The United States Power Squadron District 3 for the use of a portion of Mitchell Park, from 9 a.m. through 11 p.m. from July 26, 2018 through July 29, 2018 for the annual District 3 Rendezvous.

RESOLUTION authorizing Clerk Pirillo and Treasurer Brandt to attend the New York State Government Finance Officers' Association Long Island Holiday Seminar from 1:00 p.m. through 6:00 p.m. on November 30, 2017 at The Fox Hollow in Woodbury, New York. The \$ 85 per person fee, plus applicable mileage costs, will be expensed from account numbers A.1325.004 (Treasurer Contractual Expense) and A.1410.004 (Clerk Contractual Expense).

RESOLUTION hiring Andrea Taglieri as a full-time Code Enforcement Officer for the Village of Greenport, at a pay rate of \$ 18.00 per hour, effective December 11, 2017. 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 approving the Standard Work Day and reporting Resolution Form # RS 2417-A and Form # RS 2419 as attached, and directing Clerk Pirillo to post the Standard Work Day and Reporting Resolution on the official Village of Greenport website for a minimum of thirty (30) days.

RESOLUTION approving the attached Inter-Municipal Agreement between the Village of Greenport and the Town of Southold, with a term of five (5) years, as to the sharing of information concerning certain property records regarding assessments and property information of properties that are located within the town of Southold in the territory of the Village of Greenport.



RESOLUTION whereby the Board of Trustees of the Village of Greenport hereby ratifies and approves a memorandum of agreement with the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Village of Greenport Unit regarding the terms of a collective bargaining agreement covering the period June 1, 2017 through May 31, 2021.

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 Skating Rink for the 2017/2018 season.

RESOLUTION approving the attached contract between the Village of Greenport and the Greenport Hockey Club for the use of the Village of Greenport Ice Skating Rink for the 2017/2018 season.

### Attachments:

NYS Government Finance Officers' Association Long Island Holiday Seminar (PDF)

Standard Work Day & Reporting Resolution for Elected & Appointed Officials (PDF)

Inter-Municipal Agreement Between VOG & Town of Southold (PDF)

Ice Rink Agreement Between VOG & Greenport Open Hockey League (PDF)

Ice Rink Agreement Between VOG & Greenport Hockey Club Ltd (PDF)

## additional event information:

For any dietary restrictions/requests please contact Olivia at rickenbacher@nysgfoa.org on or before 11/23.

For driving directions to the Fox Hollow in Woodbury, NY please call the NYS GFOA offices at 518.465.1512.

The Fox Hollow

7725 Jericho Turnpike, Woodbury, NY 11797

## THANK YOU SPONSORS!





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**NYS GFOA** P: 518.465.1512 F: 518.434.4640 126 State St, 5th Fl, Albany, NY 12207

E: info@nysgfoa.org

**NEW YORK STATE** 

Officers' Association, Inc. Government Finance

Responsible, tennaledgable, Accountable,





The Fox Hollow

Woodbury, NY





# HOLIDAY SEMINAR AGENDA

1:00pm - 1:30pm Registration & Light Snacks

1:30pm - 1:40pm Welcoming Remarks

1:40pm – 2:30pm Identifying Counterfeit Currency 1 CPE - Advisory Services | 1 GFI FDN or ADV: General

### Session Topics:

- How to quickly and discreetly identify if a currency note is authentic.
- What to do if you suspect you are in possession of counterfeit currency.
- Learn the most current design and security features in U.S. currency.

### resenter:

Joseph Muscatello, Long Island Field Office, U.S. Secret Service

2:40pm - 3:30pm 2018 Economic Forecast

1 CPE - Advisory Services | 1 GFI FDN or ADV: General

### Session Topics:

- Employment forecasts for the NYC Metropolitan Area.
  - Trends for regional and national interest rates.
- Current economic trends which could impact tax revenues.

### Presenters

Rajesh "RC" Chainani, Director, Cash Management Group Adam Moldavan, Relationship Manager New York Liquid Asset Fund

3:40pm - 4:30pm Increasing Workplace Efficiency

1 CPE - Advisory Services | 1 GFI FDN or ADV : General

### Session Topics:

- · Types of people who tend to be "time abusers" during work hours.
- The time wasting activities that are most common in office settings.
  - Strategies for managing time abusers and wasteful practices in the office.

### Presenter:

Jeff Olefson, Owner, Staff Development Associates

4:30pm - 5:00pm Holiday Cocktail Reception

5:00pm – 6:00pm Dinner Buffet

and House y cochtain hecepholi

### LONG ISLAND HOLIDAY SEMINAR REGISTRATION FORM

TITLE ENTITY		
ADDRESS		
PHONE		
EMAIL		
SEMINAR FEE:		
CASH/CHECK/VOUCHER/PO:		
CREDIT CARD: (MASTERCARD, VISA, DISCOVER)  ☐ Member: \$88.00 ☐ Nonmember: \$124.00  TO REGISTER BY CREDIT CARD VISIT OUR WEBSITE WWW.NYSGFOA.ORG OR CALL OUR OFFICES AT 518-465-1512	R) DRG OR	
MEMBERSHIP: RENEW or JOIN NOW FOR 2018! Renewing Members: □ Government: \$170.00 □ F  1* Time Member Discount: □ Government: \$85.00 □ F	18! Private: \$395.00  Private: \$190.00	

### AMOUNT TOTAL: \$

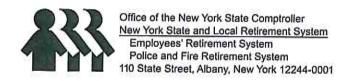
### REGISTRATION POLICY:

Pre-registration is preferred. Payment should be made in advance or brought with you to the seminar. Online or fax registration forms will be invoiced. On-site registrations are accepted, however there will be an additional fee of \$10.00.

Cancellations: Any cancellations before November 23, 2017 will be charged an Administrative Fee of \$15.00. Cancellations received after this date will NOT be refunded. Cancellation notices may be emailed to info@nysfoa.org, faxed to 518-434-4640.

## MAIL REGISTRATION FORM AND PAYMENT TO:

NYS GFOA · 126 State Street, 5" Floor · Albany, NY 12207 Questions? Call 518-465-1512 · Web site: www.nysgfoa.org



### Recertification of the Record of Activities

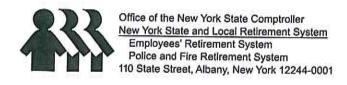
**RS 2419** 

(Rev. 9/12)

1, MARY BESS ARTICOS	_, certify that I completed a 3-month record of
activities for the term that beganfor my p	
I attest that the record of activities maintained for the above	named term is still representative of my hours
worked and that my responsibilities have not substantially or r	
APRIL 1, 2017 and ends on MAR	ech 31, 2021.
Many Beld Thellop's Signature of Member	10/25/17 Date
	TS -01, *
NYSLRS Registration Number	
Employer Location Code: 4011 2	

NOTE: A record of activities and any certification based upon such record shall not be valid for more than eight years from the date of the taking of office for which the record of activities was initially maintained.

Please keep this form on file in your records and submit a copy to NYSLRS only upon request.



### Recertification of the Record of Activities

RS 2419

(Rev. 9/12)

I, JULIA ROBINS activities for the term that began 4	, certify that I completed a 3-month record of
I attest that the record of activities ma	intained for the above named term is still representative of my hours
worked and that my responsibilities ha	ve not substantially or materially changed. My current term begins on and ends on MARCH 31, 2021.
Julia Robins Signature of Member	) 11/7/17— Date
NYSLRS Registration Number:	
Employer Location Code:	10112

NOTE: A record of activities and any certification based upon such record shall not be valid for more than eight years from the date of the taking of office for which the record of activities was initially maintained.

Please keep this form on file in your records and submit a copy to NYSLRS only upon request.



Office of the New York State Comptroller
New York State and Local Retirement System
Employees' Retirement System
Police and Fire Retirement System
110 State Street, Albany, New York 12244-0001

# Standard Work Day and Reporting Resolution for Elected and Appointed Officials

RS 2417-A

 Main entrance secretary or clerk's office at ☐ Official sign board at Resolution began on ☐ Employer's website at Affidavit of Posting: I, IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE will report the officials to the New York State and Local Retirement System based on their record of activities: BE IT RESOLVED, that the VILLAGE **Appointed Officials** Elected Officials 130 STEE RUSTEE (Name of secretary or clerk) 20 20 Standard Work Day Max. 8 hrs Min. 6 hrs (Hrs/day) on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original (Date) MARY BESS JULIA (Name of secretary or clerk) secretary/clerk of the governing board of the (Circle one) OF (Name of Employer and continued for at least 30 days. That the Resolution was available to the public on the (First and Last) (Signature of the secretary or clerk) Name CAREENPORT KOBINS SOLLHA (Last 4 digits) 9578 364 Social Security Number \_, being duly sworn, deposes and says that the posting of the (Location Code) Registration Number hereby establishes the following standard work days for these titles and is in Tier 1) if member Tier 1 (Check (Name of Employer) (Name of Employer) 04/04/17-03/51/21 04/01/17-03/31/21 Current Term Begin & End Dates (mm/dd/yy-mm/dd/yy) Activities Result\* Record of 12.64 1.44 , of the State of New York, on this (seal) their Record of Not Submitted if official did (Check only not submit Activities) day of (Rev. 8/15) day

Page

9

(for additional rows, attach a RS2417-B form).

### IMA Town of Southold and Village of Greenport For Access to Southold Town Data and Information

### Intermunicipal Agreement For Access to Southold Town Data and Information For the Village of Greenport Tax Bill Preparation

This Agreement ("Agreement") is between the Town of Southold ("Town"), a municipal corporation of the State of New York, having an office at 53095 Route 25, Southold, New York 11971, the Village of Greenport ("Village"), a municipal corporation of the State of New York having an office at 236 Third Street, Greenport, New York 11944, and Accela Inc. ("Accela") a corporation with offices at 4375 Solution Center, #774375, Chicago, IL 60677.

Term of Agreement: Shall be from February 1, 2018 through January 31, 2023

Total Cost of Agreement: As provided in this Agreement

Whereas, municipal corporations are authorized by Section 119-O of Article 5-G of the General Municipal Law of the State of New York to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

Whereas, the Town maintains certain property records regarding assessments and property information of properties that are located in the Town in the territory of the Village, in an electronic format for tax and assessment purposes; and

Whereas, the Village is responsible to prepare its own tax bills for billing of Village real estate taxes each year and has acquired new software from Accela to compute and process the Village's tax bills for at least the next five-year period; and

Whereas, the Accela software that was acquired by the Village requires data from the Town's files in order to compute and process Village tax bills for the Village's taxes; and

Whereas, the Village and the Town together with the Village's tax billing software provider, Accela, have agreed to provide temporary access to the data from the electronic files of the Town related to assessment and property information for the sole purpose of enabling the village to do its 2018-2022 tax billing, and the parties are desirous of entering into an intermunicipal agreement for that purpose.

Now Therefore, it is mutually agreed by and between the parties hereto as follows:

- The Term of this agreement shall be five (5) years from the date herein.
- 2. The Agreement may be terminated, in whole or in part, by either party on ten (10) days written notice to the other party in the event either party fails to fulfill its obligations under this

### IMA Town of Southold and Village of Greenport For Access to Southold Town Data and Information

agreement or in the event continued performance under the terms of this agreement would not be in the best interest of either the Town or the Village. Such notice shall be made in accordance with the Notice provisions below.

- The agreement shall terminate automatically upon the termination of services of Accela by the Village.
- 4. All notices required to be given under this agreement shall be sent prepared registered mail, return receipt requested, or as the parties may later determine in writing, to the parties at the following addresses:

Town of Southold Village of Greenport Accela Inc.
53095 Route 25 236 Third Street 4375 Solution Center
Southold, NY 11971 Greenport, NY 11944 #774375
Attn: Town Clerk Attn: Village Clerk Chicago, IL 60677

- 5. Any and all services provided under this agreement shall at all times be under the direction and supervision of the Tax Receiver and Assessor of the Town of Southold, and their interpretations and decisions shall be final and conclusive.
- 6. The Town shall provide the Village with exclusive access to or electronic copies of the real property assessment and other assessment information that is necessary for the Village to process and complete the 2018-2022 Village Billings.
- 7. The Town agrees to provide the aforementioned services during the term of this agreement for no consideration due to the substantial consideration that is provided by the Village to the Town with regard to this and other agreements.
- 8. The Village and Accela agree that the information provided by the Town is and will remain the property of the Town and that the date and information that is shared by the Town with the Village and Accela will not be used by the Village or Accela for any use other than that stated in this agreement, to compute and process the Village's real estate tax bills, and will not be released by either the Village or Accela to or with any other party for any reason. Upon completion of the preparation the village tax bills, the Village will return the database information provided to the Town or destroy the same.
- 9. The Village and Accela agrees to hold harmless and indemnify the Town and its employees for any damage or liability the Town may incur due to the misuse or improper dissemination of the data provided hereunder.
- 10. It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and

# IMA Town of Southold and Village of Greenport For Access to Southold Town Data and Information

every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

- 11. All provisions as required by law are hereby deemed inserted. The parties agree that nothing in this Agreement shall be construed so as to interfere with or diminish any municipal powers or authority.
- 12. This agreement shall bind the successors, assigns and representatives of the parties hereto.
- 13. It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.
- 14. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same agreement, and all signatures need not appear on any one counterpart.

Town 1	old, who has caused the seal of the Board dated and by	eement has been executed by the Supervisor of the Town of the Town to be affixed hereto pursuant to resolution of the the Mayor of the Village of Greenport, who has caused the pursuant to resolution of the Village Board dated
Town	of Southold	Village of Greenport
Ву:		By:
	Hon. Scott Russell	By: Hon, George W. Hubbard, Jr.
	Supervisor	Mayor
Date: _		Date:
	(Town Seal)	(Village Seal)
Accela	Inc.	
By:		
**************************************	Pirnt Name	
	Title:	
Date:		

### IMA Town of Southold and Village of Greenport For Access to Southold Town Data and Information

STATE OF	NEW YORI	K, COUNTY OF SU	JFFOLK ss.:
On the	day of	, in the year	, before me, the undersigned, personally appeared
acknowledg his/her/thei	ged to me that r signature(s)	t he/she the executed	_, personally known to me or proved to me on the basis whose name is subscribed to the within instrument and the same in his/her/their capacity(ies), and that by he individual(s) or the person upon behalf of which the
			re and office of person taking the rledgement
STATE OF	NEW YORK	K, COUNTY OF SU	JFFOLK ss.:
On the	day of	, in the year	, before me, the undersigned, personally appeared
his/her/their	r signature(s)	on the instrument, the the instrument, the instrument.	the same in his/her/their capacity(ies), and that by ne individual(s) or the person upon behalf of which the
		(5 1 <del>5 7</del> 7)	e and office of person taking the ledgement
STATE OF	NEW YORK	C, COUNTY OF SU	FFOLK ss.:
On the	day of	, in the year	, before me, the undersigned, personally appeared
acknowledg his/her/their	ed to me that signature(s)	he/she the executed	_, personally known to me or proved to me on the basis whose name is subscribed to the within instrument and the same in his/her/their capacity(ies), and that by he individual(s) or the person upon behalf of which the
			e and office of person taking the ledgement

#### GREENPORT ICE RINK AGREEMENT

AGREEMENT made this day of 2017, 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.
- The Club 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, 2017 until May 1, 2018 unless terminated by one of the parties prior to May 1, 2018. 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 breach or 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 January 1, 2018 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 1<sup>st</sup> day of each month (December 2017, January, February, and March, 2018). 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, 2017, January 31, 2018, February 29, 2018, and March 15, 2018, and the Club shall pay any balance due to the Village under this Agreement within ten days of March 14, 2018, the end of the term of the Agreement.

December estimated total fee: \$1,600 Balance based on actual use due on December 31, 2017 Initial monthly Payment: \$800 (due December 1, 2017)

January estimated total fee: \$1,600 Balance based on actual use due on January 31, 2018 Initial monthly Payment: \$800 (due January 1, 2018)

February estimated total fee: \$1,600 Balance based on actual use due on February 28, 2018 Initial monthly Payment: \$800 (due February 1, 2018)

March estimated total fee (through March 31st): \$1,800 Balance based on actual use due on March 31, 2018.

Initial monthly Payment: \$900 (due March 1, 2018)

- 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 11952

To the Village: Sylivia 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.

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IJ	c	ι	C	u	i

Ву:	
Village of Greenport	

STATE OF NEW YORK	)	
	)ss:	
COUNTY OF SUFFOLK	)	
On this day of		2017, 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		, 2017, before me personally came to me known to be the
	the persona	a described as such in and who as such executed the
foregoing instrument and he therein mentioned.	acknowledged	to me that he executed the same as for purposes
(SEAL)		
(01,11)		Notary Public

#### GREENPORT ICE RINK AGREEMENT

AGREEMENT made this day of 2017, by and between the Greenport Hockey Club Ltd., (the "Club"), a domestic New York State not for profit corporation with an address of P. O. Box 1686, 1755 Laurel Way, 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;

- 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.
- 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, 2017 until May 1, 2018 Unless terminated by one of the parties prior to May 1, 2018. 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, 2017 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 1<sup>st</sup> day of each month (December, January, February, and March, 2018). 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, 2017, January 31, 2018, February 28, 2018, and March 31, 2018, and the Club shall pay any balance due to the Village under this Agreement within ten days of March 31, 2018, the end of the term of the Agreement.

December estimated total fee: \$4,925 Balance based on actual use due on January 31, 2018 Initial monthly Payment: \$2,462.50 (due January 1, 2018)

January estimated total fee: \$5,000 Balance based on actual use due on January 31, 2018 Initial monthly Payment: \$2,500 (due January 1, 2018)

February estimated total fee: \$4,500 Balance based on actual use due on February 28, 2018 Initial monthly Payment: \$2,250 (due February 1, 2018)

March estimated total fee: \$4,825 Balance based on actual use due on March 31, 2018. Initial monthly Payment: \$2412.50 (due March 1, 2018)

 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., P. O. Box 1686, 1755 Laurel Way Mattituck, New York 11952

To the Village: Sylivia 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.
	Ву:
	Village of Greenport
	By:

STATE OF NEW YORK		)			
		)ss:			
COUNTY	OF SUFFOLK	)			
On this	day of		, 2015, before	me personally came	e
		to me	e known, who,	being by me duly s	worn did depose and
say that he	resides at		to the second se	that he	is the
		of		described i	n and which executed
the foregoi	ng instrument.				
(SEAL)					
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					è
STATE OF	NEW YORK )				
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COUNTY	OF SUFFOLK)	SS:			
On this	day of		, 20 , be	fore me personally	came
	From Novey County		Figure 1	to me	known to be the
		the person	a described as	such in and who as	such executed the
foregoing in therein mer	nstrument and he ntioned.	acknowledge	d to me that he	e executed the same	as for purposes
(SEAL)		-			
			Not	tary Public	



236 THIRD STREET GREENPORT NY 11944

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

MAYOR GEORGE W. HUBBARD, JR. EXT. 215

TRUSTEES
JACK MARTILOTTA
DEPUTY MAYOR

MARY BESS PHILLIPS

DOUGLAS W. ROBERTS

JULIA ROBINS

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

> CLERK SYLVIA PIRILLO, RMC EXT. 206

> > TREASURER ROBERT BRANDT EXT. 217

Submitted: November 9, 2017

Meeting: November 16, 2017 7:00 PM

Work Session Meeting

To: Mayor George W. Hubbard, Jr.

**Board of Trustees** 

Prepared By: Debbie Boyle, Assistant

From: Sylvia Pirillo, RMC, Village Clerk

Department: Mayor and Board of Trustees

### **Trustee Roberts November 2017 Work Session Report**

#### Attachments:

Trustee Roberts Work November 2017 Work Session Report (PDF)

#### MEMORANDUM

To: Mayor and Board of Trustees From: Trustee Doug Roberts

Re: November 2017 Work Session

#### 1. Add 11 short-term parking spaces at IGA

Request public hearing to amend Village Code Section 132-54 Schedule XVI: Limited Time Parking.

#### Current code amended 2004 reads:

30 Minute Parking, 8-6pm: "9 spaces northeast portion of IGA parking lot facing the west side of IGA building"

#### Propose amending to read:

"20 spaces northeast portion of IGA parking lot facing the west side of IGA building"

Basically, the whole wall of the IGA could be short-term parking which, combined with the 30-minute spots on First Street, gives approximately 30 30-minute spots near IGA.

#### 2. Moore's Lane Parking/shuttle exploration

The Village Administrator is investigating a possible RFP to shuttle and bus companies for satellite parking and shuttle service into town.

### 3. Parking on MTA property west side of 4th Street

Request that the Village petition LIRR/MTA to put free municipal parking at the properties on the west side of  $4^{th}$  Street on either side of the railroad tracks. We could level the ground, pour RCA, paint some lines, and have 15-20 additional spots for next summer. Easy.

### 4. Web Accessibility and the Village website

According to several sources, including ada.gov, 2018 could be the year when all websites are required to be fully accessible to people with disabilities. This is a good opportunity for us to review and consider a web redesign. Putting out an RFP for a web redesign would allow us to see all the

possibilities available to us from various vendors and would surely see a good number of responses.

# 5. Water Quality

Every month we don't clamp down on marinas without pumpouts is another month worth of pollution in our waters.



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Submitted:

November 9, 2017

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To:

Mayor George W. Hubbard, Jr.

Board of Trustees

Prepared By:

Debbie Boyle, Assistant

From:

Sylvia Pirillo, RMC, Village Clerk

Department:

Mayor and Board of Trustees

## Trustee Robins November 2017 Work Session Report

#### Attachments:

Trustee Robins November 2017 Work Session Report (PDF)

Carousel Committee Meeting 11/6/17 Trustee Julia Robins

Report that Resolution was passed to allow the committee to to move forward with the inner scenic panel project.

Margo DiVito reported all is going well with the scheduling for the winter hours at the Carousel.

Bob Wissman confirmed that the large gear was out of alignment.

N.F.Welding has taken care of the problem.

#### Inner Scenic Panels

Gail Horton will expedite moving an existing panel to NF Welding for use as a template for fabrication of a new panel to complete the set of fourteen.

She will also see that the application for funding which she has prepared will go to the Friends of Mitchell Park in time for their next meeting,

#### Rounding Board Prints

Gail and Marjory reported that 10 Rounding Board Prints have been sold to date. They should make sure buyers are advised that the canvas needs to be stretched for framing.

She will also check with Paul Pallas about having a descriptive sign made for the Carousel.

Planning for Holiday Season

Set dates to decorate the Carousel for the Holidays.

Tree Lighting is Friday 12/2.

Margo will request that a Village Crew bring the decorations from th Light Plant to the Carousel before November 21.

Marjory Stevens and Arlen Klein will review the decorations and determine if any new items are needed.

Decorating is set for the 27th & 28th.

The whole committee is invited to join them at 9:00 AM at the Carousel to hang the decorations

Inner Scenic Panels.

Review historic photos for subjects for the new art work.

Windmills (both water and grist).

67 Steps

Oldest Church

America's Cup Boat and WWII Ship

Black Smith Shop

Sage's Brick Yard

Dairy Farm

School and Library.

Julia Robins had a picture of a photo and painting by Rodman Pell of the ship yard workers at the Mitchell Park site

Committee members are encouraged to bring ideas to the next meeting.

Next meeting Dec 5, 2017