

## **Greenport Village Board of Trustees Regular Meeting**

Mon, Dec 28, 2020 7:00 PM - 10:00 PM (EST)

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**December 28, 2020 at 7:00 PM**  
**Mayor and Board of Trustees – Regular Meeting**  
**GoToMeeting**  
**Phone # 1-571-317-3122**  
**Access Code: 557-320-629**

236 Third Street  
Greenport NY  
11944

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

**MAYOR**  
GEORGE W. HUBBARD,  
JR.  
EXT. 215

**TRUSTEES**  
JACK MARTILOTTA  
DEPUTY MAYOR

PETER CLARKE

MARY BESS PHILLIPS

JULIA ROBINS

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

**CLERK**  
SYLVIA PIRILLO, RMC  
EXT. 206

**TREASURER**  
ROBERT BRANDT  
EXT. 217

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Lillian Agnes Baglivi  
Kathleen Ann Biechele  
Holmes William Hallock  
Earline Shelby Hepburn

**ANNOUNCEMENTS**

Thank you to Lori and Kevin Quillin for the donation of the Christmas tree on Moore's Lane, and to Tina Contento for the donation of the Christmas tree in Mitchell Park.

The Housing Authority Board is actively seeking a new member.

We are pleased to welcome Jane Ratsey Williams as a member of the Historic Preservation Commission, and thank her in advance for her time and efforts.

The Greenport Village Offices will be closed at 12 noon on December 31<sup>st</sup> and all day on January 1<sup>st</sup> in celebration of New Year's Day.

**PRESENTATION**

William Freitag of BST & Co regarding the Fiscal Year 2019/2020 Audit

**PUBLIC TO ADDRESS THE BOARD**

**REGULAR AGENDA**

**CALL TO ORDER****RESOLUTIONS****RESOLUTION # 12-2020-1**

RESOLUTION adopting the December, 2020 agenda as printed.

**RESOLUTION # 12-2020-2**

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

**FIRE DEPARTMENT****RESOLUTION # 12-2020-3**

RESOLUTION approving the application for membership of William Robins to the Standard Hose Company of the Village of Greenport Fire Department, as approved by the Greenport Fire Department Board of Wardens on December 16, 2020.

**VILLAGE TREASURER****RESOLUTION # 12-2020-4**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4744, to amend the Fiscal Year 2020/2021 Village Budget to record the receipt of the Rauch Foundation Grant, and directing that Budget Amendment # 4744 be included as part of the formal meeting minutes of the December 28, 2020 Regular Meeting of the Board of Trustees.

**RESOLUTION # 12-2020-5**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4754, to fund the General Fund portion of the Sixth Avenue Sidewalk Rehabilitation project, and directing that Budget Amendment # 4754 be included as part of the formal meeting minutes of the December 28, 2020 Regular Meeting of the Board of Trustees.

**RESOLUTION # 12-2020-6**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4755, to appropriate reserves for the funding of the Sludge Tank Repair at the Wastewater Treatment Plant, and directing that Budget Amendment # 4755 be included as part of the formal meeting minutes of the December 28, 2020 Regular Meeting of the Board of Trustees.

**RESOLUTION # 12-2020-7**

RESOLUTION accepting the proposal as submitted by BST & Co. CPAs LLP, to provide annual Audit Services for the Village of Greenport Electric Department, per the Request for Proposals opened on December 3, 2020.

**RESOLUTION # 12-2020-8**

RESOLUTION accepting the proposal as submitted by Cullen & Danowski, LLP, to provide annual Village-wide Audit Services (excluding the Electric Department) for the Village of Greenport, per the Request for Proposals opened on December 3, 2020.

**VILLAGE CLERK****RESOLUTION # 12-2020-9**

RESOLUTION awarding the 2021 annual contract for the delivery of No. 2 heating oil to Burt's Reliable at a bid price of eleven cents (\$ 0.11) per gallon over rack price, per the bid opening on December 10, 2020; and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Burt's Reliable.

**RESOLUTION # 12-2020-10**

RESOLUTION awarding the 2021 annual contract for the delivery of diesel fuel to Burt's Reliable at a bid price of eleven cents (\$ 0.11) per gallon over rack price, per the bid opening on December 10, 2020; and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Burt's Reliable.

**RESOLUTION # 12-2020-11**

RESOLUTION awarding the 2021 annual contract for the delivery of unleaded 87 octane gasoline to Demarest Holding Corporation d/b/a Hands Fuel Company – the sole bidder – at a bid price of twenty-five cents (\$ 0.25) per gallon over rack price, per the bid opening on December 10, 2020; and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Demarest Holding Corporation d/b/a Hands Fuel.

**RESOLUTION # 12-2020-12**

RESOLUTION appointing four Election Inspectors, one of which will serve as Chairperson, for the Village General Election on March 16, 2021; as follows:

- Jerri Woodhouse, Chairperson
- Jeffrey J. Andrade
- Kimberly A. West, and
- Diana Whitsit.

The Inspectors are to be paid \$ 14.00 per hour and \$ 15.00 per hour for the Chairperson of the Inspectors, and further authorizing the Inspectors to work on the two Village Voter registration days, as well as on the day of the election. This will be expensed from Account A.1450.100 (Election Personnel Services).

**RESOLUTION # 12-2020-13**

RESOLUTION allowing the Clerk's Office to appoint two alternate Election Inspectors for the Village General Election on March 16, 2021 as follows:

- Dana B. Primm and
- Richard A. Morabito.

The alternate Election Inspectors are to be paid \$ 14.00 per hour if required to work, and further authorizing the Inspectors to work on the two Village Voter registration days if required, as well as on the day of the election, if required. This will be expensed from Account A.1450.100 (Election Personnel Services).

**VILLAGE ATTORNEY****RESOLUTION # 12-2020-14**

RESOLUTION approving the attached resolution resolving a contractual dispute between the Village of Greenport and AT&T.

**RESOLUTION # 12-2020-15**

RESOLUTION approving the attached Memorandum of Understanding between the Village of Greenport and the County of Suffolk, regarding the design, refurbishment and maintenance of communications equipment on the grounds of the Greenport Water Tank, within the abandoned Verizon Wireless shelter.

**VOUCHER SUMMARY****RESOLUTION # 12-2020-16**

RESOLUTION approving all checks per the Voucher Summary Report dated December 18, 2020, in the total amount of \$ 438,113.45 consisting of:

- o All regular checks in the amount of \$ 400,118.79, and
- o All prepaid checks (including wire transfers) in the amount of \$ 37,994.66.



# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2021 Period: 12 Trans Type: B2 - Amend Status: Batch  
 Trans No: 4754 Trans Date: 12/04/2020 User Ref: ROBERT  
 Requested: R. BRANDT Approved: Created by: ROBERT 12/04/2020  
 Description: TO FUND THE GENERAL FUND PORTION OF THE SIXTH AVE. SIDEWALK REHAB PROJECT  
 Account # Order: No  
 Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	160,324.00
A.8843.900	TRANSFER TO CAPITAL..	160,324.00
H.5990	APPROPRIATED FUND BALANCE	-160,324.00
H.2816.500	TRANSFER FROM GENERAL..	160,324.00
<b>Total Amount:</b>		<u>320,648.00</u>

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2021 Period: 12 Trans Type: B2 - Amend Status: Batch  
 Trans No: 4755 Trans Date: 12/08/2020 User Ref: STEPHEN  
 Requested: A. HUBBARD Approved: Created by: STEPHEN 12/08/2020  
 Description: TO APPROPRIATE RESERVES FOR THE FUNDING OF SLUDGE TANK REPAIR AT WWTP Account # Order: No  
 Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	5,400.00
G.8120.401	EQUIPMENT REPAIR..	5,400.00
<b>Total Amount:</b>		<u>10,800.00</u>



BOARD OF TRUSTEES  
VILLAGE OF GREENPORT

RESOLUTION APPROVING AGREEMENT WITH  
AT&T RESOLVING DISPUTE OVER RENTAL PAYMENTS

WHEREAS New Cingular Wireless PCS (AT&T) leases a portion of the Moore's Lane water tower (the "Water Tower") from the Suffolk County Water Authority ("Suffolk County") (the "Lease"); and

WHEREAS pursuant to the Lease AT&T each month pays rent to Suffolk County for the Water Tower and then pursuant to an agreement between Suffolk County and the Village of Greenport (the "Village"), Suffolk County then pays to the Village one half of the rent Suffolk County receives from AT&T, that one half amount currently being in the amount of \$4,606.54, which amount is increased annually in the amount of 3% each October; and

WHEREAS a dispute arose between AT&T and the Village as to certain claims by AT&T for reimbursement by the Village for payments of overages which AT&T claims were made by AT&T to the Village directly in error; and

WHEREAS AT&T and the Village, and Suffolk County, wish to resolve the dispute and have agreed to do so whereby AT&T and the Village of Greenport shall enter an agreement whereby the Village shall pay to AT&T the amount of \$125,000 to be paid by the Village to AT&T in an arrangement whereby AT&T will withhold the one half of the rent payment due to Suffolk County each month, currently being in the amount of \$4,606.54, which amount is paid over each month by Suffolk County to the Village, and which amount is increased annually in the amount of 3%, until the total amount of \$125,000 is withheld and is thereby paid in full, with no interest or fees to any party; it is therefore

RESOLVED that settlement of the referenced dispute with AT&T by the payment in the amount of \$125,000 by AT&T withholding from its payment to Suffolk County and then Suffolk County not making payment to the Village the one half of the rent payment that is required to be made to the Village each month, which is currently being in the amount of \$4,606.54, which amount is increased annually in the amount of 3% until the amount of \$125,000 is paid in full, with no interest or fees to any party and that the Village of Greenport is authorized to enter that settlement agreement and Mayor Hubbard is authorized to execute the proposed settlement Agreement resolving that dispute.

Dated: December 14, 2020

Board of Trustees  
Village of Greenport

**MEMORANDUM OF UNDERSTANDING**

**BY AND BETWEEN**

**VILLAGE OF GREENPORT**

**AND**

**THE COUNTY OF SUFFOLK**

This memorandum of understanding, dated 12/15/20, by and between the Suffolk County Department of Fire, Rescue and Emergency Services headquartered at 102 East Ave in Yaphank New York and The Village of Greenport, having offices located at 236 Third Street Greenport, New York 11944.

As acknowledged in discussions between the Suffolk County Department of Fires Rescue (SCFRES) and the Village of Greenport (VOG): i) SCFRES has a need for new and upgraded radio equipment to be installed within the confines of Southold Township; ii) the best interests of the people of Suffolk County as a whole , and primarily those of the Southold and Shelter Island Townships, will be served by negating the need to develop and erect a new communications site, and iii) it is in the best interests of both entities in performing their respective missions by providing new and improved UHF paging capabilities to service the fire departments and increased access by all public safety agencies to the county's trunked radio system.

This memorandum of understanding is a binding agreement that establishes the framework pursuant to which the SCFRES is authorized to design, refurbish, and maintain communications equipment on the grounds of the Greenport Water Tank, within the abandoned Verizon Wireless shelter.

**WITNESSETH**

Whereas the SCFRES communications systems require improvement in order to properly serve Suffolk County; and

Whereas SCFRES owns and operates several communications systems at various sites throughout Suffolk county, and

Whereas SCFRES has evaluated solutions to meet its radio communication requirements within Suffolk County and has determined the most environmentally sound, least costly, and most effective solution to meeting its radio communications requirements is to include in that solution the design and installation of a multi-band radio system at the Greenport Village Water Tower Site, and in the currently abandoned Verizon Wireless Shelter hereafter referred to as THE SHELTER.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration receipt of which the parties acknowledge, SCFRES and the VOG hereby agree as follows:

1. The SCFRES may design, refurbish, install, maintain, and operate Suffolk County radio equipment within the Shelter located on Moores lane at the Greenport Water Tank in the Village of Greenport (-72:22:25.0172, 41:06:13.7496) in accordance with this Memorandum of Understanding.
2. The SCFRES shall be responsible for the design, installation, operation and maintenance of the shelter, subject to the review by the Village of Greenport, and shall maintain same in clean and good condition.
3. The SCFRES shall be responsible for the design, installation, operation and maintenance of the equipment within the shelter and shall maintain same in clean and good condition.
4. The SCFRES shall not be charged rent or occupancy or other fee for the SCFRES installation of communications equipment.
5. The SCFRES shall be responsible for the design, installation, operation and maintenance of the equipment located on the water tank itself, in accordance with plans approved by, and an agreement executed in cooperation with, the Suffolk County Water Authority and review by the Village of Greenport.
6. The SCFRES shall name the Village of Greenport on the SCFRES liability insurance policy and provide proof thereof to the Village of Greenport and the SCFRES shall indemnify and hold harmless the Village of Greenport for any liability incurred by the Village of Greenport for any action or failure to act of the SCFRES.
7. The SCFRES shall not assign, transfer or sublicense this Memorandum or any part thereof.

**TERM.**

The initial term of this Memorandum of Understanding (The "term") shall commence on the date hereof and shall expire on December 31, 2030. The term shall thereafter automatically renew annually for additional one (1) year periods (an "automatic renewal") unless terminated in accordance with B below.

Either party shall have the right to terminate this agreement effective no earlier than January 1<sup>st</sup> 2025 by written notice to the other party hereto, to take effect no less than the greater of: i) one year; or ii) such reasonable time is necessary in order to design and implement a communications solution that insures the continuity of the SCFRES communications; or iii) if mutually agreed upon by the parties, except that the Village of Greenport may terminate this Memorandum of Understanding on thirty days written notice in the event that SCFRES shall fail to comply with any term or provision of this Memorandum of Understanding, shall fail to maintain the structure and equipment in good repair, or if SCFRES shall abandon or no longer use the structure and property for the uses provided in this Memorandum of Understanding.

**METHOD OF NOTICE.**

Any notice of demand, consent, approval, disapproval, bill or statement (each a "notice") which, under the terms of this memorandum of understanding or under any statute of governmental regulation, must or may be given or made either by VOG to SCFRES or by SCFRES to VOG shall be in writing and unless otherwise required by such law or regulation, shall be either (a) personally delivered, (b) sent by overnight courier or (c) sent by registered or certified mail return receipt requested.

- A. **Addresses:** Notices pursuant to this Memorandum of Understanding shall be delivered or mail to respective parties at the following addresses:

To the VOG at:

**Village of Greenport**

Sylvia Lazarro Pirillo,  
Greenport Village Clerk

236 THIRD STREET  
GREENPORT, NY 11944

To the SCFRES at:

**Suffolk County Department of Fire Rescue and Emergency Services**

102 East Ave  
Yaphank, NY 11980

Suffolk County FRES

Date: 12/15/20

By: 

Joe Vetter

Chief of Fire Rescue

Village of Greenport

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

By: \_\_\_\_\_