



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

January 28, 2016 at 7:00 PM

Mayor and Board of Trustees - Regular Meeting

Third Street Firehouse

Greenport, NY 11944

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

- William Haring Hamilton
- Lillian Marie Wallace

ANNOUNCEMENTS

- The Village offices will be closed on February 15, 2016 in observance of Presidents' Day.
- The annual Tax Sale will be held on March 8, 2016 at 10 a.m.

LIQUOR LICNESE APPLICATIONS

- Renewal application for Triangle Yacht Club, Inc at 300 Atlantic Avenue

PRESENTATION

- Bill Freitag, CPA of Village Auditors SaxBST

PUBLIC HEARINGS

- Wetlands Permit Application for Townsend Manor Inn

REGULAR AGENDA

RESOLUTIONS**RESOLUTION # 01-2016-1**

RESOLUTION adopting the January 2016 agenda as printed.

RESOLUTION # 01-2016-2

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

RESOLUTION # 01-2016-3

RESOLUTION ratifying the following, as approved at the work session meeting of the Village of Greenport Board of Trustees held on January 21, 2016:

RESOLUTION accepting the bid of Stanley F. Skrezec and Son, the sole bidder, per the bid opening on January 6, 2016 in the amount of \$ 400.00 per day for a 10-yard dump truck and driver to assist the Village with the removal and disposal of snow as needed, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Stanley F. Skrezec and Son.

CALL TO ORDER**FIRE DEPARTMENT****RESOLUTION # 01-2016-4**

RESOLUTION approving the request of the Greenport Fire Department to host the annual Presidents' Day Parade on February 13, 2016 beginning at 1:00 p.m. and approving the closing to vehicular traffic of Village streets for the duration of the Parade, approving the use of the Third Street Firehouse for the celebration, and making Wiggins Street a two-way street on February 13, 2016.

RESOLUTION # 01-2016-5

RESOLUTION amending Resolution # 12-2015-3 per the Regular Meeting of the Village of Greenport Board of Trustees held on December 28, 2015 to note that the wage rate of James Kalin is \$ 12.50 per hour, at a maximum of 17 1/2 hours per week.

RESOLUTION # 01-2016-6

RESOLUTION approving, on behalf of the Village of Greenport Fire Department, the notice of Intent to Participate in the 2016 Assistance to Firefighters Grant Program regional grant application, to be filed by Orient Fire District on behalf of all participating fire districts, and authorizing Mayor Hubbard to sign the Memorandum of Understanding regarding the Assistance to Firefighters Grant Program regional grant application, for which the Greenport Fire Department will be responsible to fund an amount not to exceed \$ 10,000.

VILLAGE ADMINISTRATOR**RESOLUTION # 01-2016-7**

RESOLUTION approving a Request for Proposals for an engineering study and development of design plans for the re-construction of the retaining wall at the Village of Greenport Wastewater Treatment Plant, and directing Clerk Pirillo to notice the Request for Proposals accordingly.

RESOLUTION # 01-2016-8

RESOLUTION approving a Request for Proposals for an engineering study and development of design plans related for the re-construction of Carpenter Street between Bay Avenue and Central Avenue and re-construction of South Street between Fourth Avenue and Fifth Avenue, and directing Clerk Pirillo to notice the Request for Proposals accordingly.

RESOLUTION # 01-2016-9

RESOLUTION authorizing the solicitation of bids for the purchase and installation of a new cooling water system at the Village of Greenport Power Plant, and directing Clerk Pirillo to notice the bid accordingly.

RESOLUTION # 01-2016-10

RESOLUTION authorizing the solicitation of bids for the purchase and installation of two automatic entry gates at the Village of Greenport Power Plant, and directing Clerk Pirillo to notice the bid accordingly.

RESOLUTION # 01-2016-11

RESOLUTION authorizing the solicitation of bids for a comprehensive fire and carbon monoxide alarm system for the Village of Greenport Power Plant, and directing Clerk Pirillo to notice the bid accordingly.

RESOLUTION # 01-2016-12

RESOLUTION authorizing the attendance of Village Administrator Pallas at the APPA Legislative Rally in Washington, D.C. from March 7, 2016 through March 9, 2016; with lodging, meals and conference costs not to exceed \$ 1,400.00 plus all applicable mileage costs; to be expensed from account E.0781.100 (Executive Department).

RESOLUTION # 01-2016-13

RESOLUTION authorizing the attendance of Peter Manwaring and Steven Rutkowski at Water Licensing Contact Training Classes hosted by H2M Group in Melville, NY, and held on January 14, 2016, March 16, 2016, and April 7, 2016; at a cost of \$190.00 per person, to be expensed from account F.8310.419 (Employee Training).

RESOLUTION # 01-2016-14

RESOLUTION ratifying the hiring of Edina Wiacek as a part-time, seasonal Recreation Department employee at a pay rate of \$13.00 per hour, effective January 6, 2016.

RESOLUTION # 01-2016-15

RESOLUTION ratifying the hiring of the following employees at the Village of Greenport Ice Rink and Carousel at a pay rate of \$9.00 per hour, effective January 6, 2016: Reginald Miller, Andrew Aurichio, Elijah Smith and Mercedes Edwards.

VILLAGE TREASURER**RESOLUTION # 01-2016-16**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 2301, to fund the repair of the East Pier at the Mitchell Park Marina, and directing that Budget Amendment # 2301 be included as part of the formal meeting minutes for the January 28, 2016 regular meeting of the Board of Trustees.

RESOLUTION # 01-2016-17

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 2302 (Fire Department requested budget transfer), and directing that Budget Amendment # 2302 be included as part of the formal meeting minutes for the January 28, 2016 regular meeting of the Board of Trustees.

RESOLUTION # 01-2016-18

RESOLUTION authorizing Treasurer Brandt to create an escrow account to receive Building Department fee and application monies, with the same escrow account to also be utilized for the refund of Building Department fee and application monies in accordance with the Village of Greenport Code.

VILLAGE CLERK**RESOLUTION # 01-2016-19**

RESOLUTION approving the payment of \$ 335.00 to Broadcast Music, Inc. ("B.M.I.") pursuant to the music license for local government entities between the Village of Greenport and B.M.I., for the 2016 Dances in the Park season.

RESOLUTION # 01-2016-20

RESOLUTION approving the license agreement for local government entities between the Village of Greenport and the American Society of Composers, Authors and Publishers (A.S.C.A.P.) with a license fee of \$ 336.00 for the 2016 Dances in the Park season, and authorizing Mayor Hubbard to sign the license agreement between the Village of Greenport and A.S.C.A.P.

RESOLUTION # 01-2016-21

RESOLUTION accepting the bid of Johnson Tree Company, the lowest bidder, per the bid opening on December 21, 2015 in the amount of \$ 3,850.00, for the removal of specified trees and tree stumps, and the performance of tree pruning on Village of Greenport streets, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Johnson Tree Company.

RESOLUTION # 01-2016-22

RESOLUTION accepting the bid of Demarest Holding Corporation, d/b/a Hands Fuel Company, the Sole Bidder, Per the Bid Opening On December 23, 2015 in the amount of \$ 0.13 per gallon over the "rack rate" for the delivery of 87 octane gasoline, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Demarest Holding Corporation.

RESOLUTION # 01-2016-23

RESOLUTION accepting the bid of Demarest Holding Corporation, d/b/a Hands Fuel Company, the Lowest Bidder, per the Bid Opening On December 23, 2015 in the amount of \$ 0.13 per gallon over the "rack rate" for the delivery of No. 2 heating oil, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Demarest Holding Corporation.

RESOLUTION # 01-2016-24

RESOLUTION accepting the bid of Demarest Holding Corporation, d/b/a Hands Fuel Company, the lowest bidder, per the bid opening on December 23, 2015 in the amount of \$ 0.13 per gallon over the "rack rate" for the delivery of diesel fuel, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Demarest Holding Corporation.

RESOLUTION # 01-2016-25

RESOLUTION scheduling a public hearing for February 25, 2016 at 7:00 p.m. at the Third Street Fire Station, Greenport, NY regarding the proposed amendment of Chapter 132 (Vehicles and Traffic), Section 57, Schedule XIX (Handicapped Parking Spaces) of the Village of Greenport Code, and directing Clerk Pirillo to notice the public hearing accordingly.

RESOLUTION # 01-2016-26

RESOLUTION approving the Public Assembly Permit Application submitted by Northeast Stage for the use of a portion of Mitchell Park from 5 p.m. through 10 p.m. on August 5, 2016 through August 7, 2016 for the annual "Shakespeare in the Park" performances, and with rehearsal to be held on August 2, 2016.

RESOLUTION # 01-2016-27

RESOLUTION accepting the resignation of Laurie Citera, effective December 28, 2015 as a part-time seasonal employee of the Mitchell Park Marina.

RESOLUTION # 01-2016-28

RESOLUTION approving the payment of \$ 150 per person to the following individuals, in accordance with the recommendation of the Village of Greenport Carousel Committee:

- o John Wissman
- o Nancy Wissman-Woodbig, and
- o Brenda Miller

as one-time, consultant reviewers of the responses received by the Village of Greenport to the Rounding Boards RFP, with the \$ 150 per person to be reimbursed by the Friends of Mitchell Park via the grant from the Friends of Mitchell Park to the Village of Greenport, and with the expenditure to be expensed from account A.7312.401 (Carousel Expense).

RESOLUTION # 01-2016-29

RESOLUTION setting the 2016 Village of Greenport property tax lien sale for March 8, 2016 at 10:00 a.m., and directing Clerk Pirillo to notice the tax sale accordingly.

VILLAGE ATTORNEY**RESOLUTION # 01-2016-30**

RESOLUTION adopting the attached SEQRA resolution regarding the site access agreement between the Village of Greenport and Long Island Electric Utility Servco LLC (PSE&G), adopting lead agency status, determining that the action is an unlisted action for purposes of SEQRA, and will not have a significant negative impact on any aspect of the environment, and adopting a negative declaration for the purposes of SEQRA, as stated in the attached resolution.

RESOLUTION # 01-2016-31

RESOLUTION approving the attached site access agreement between the Village of Greenport and Long Island Electric Utility Servco LLC and authorizing Mayor Hubbard to sign the site access agreement between the Village of Greenport and Long Island Electric Utility Servco LLC.

MAYOR**RESOLUTION # 01-2016-32**

RESOLUTION approving the expenditure of \$ 7,832.40 total for materials for the construction by Greenport High School students of twenty flower boxes, to be placed throughout the Village. This will be expensed from Tall Ships 2015 event revenues.

BOARD OF TRUSTEES**RESOLUTION # 01-2016-33**

RESOLUTION approving an extension of the comment period for the Coordinated Review process from thirty to forty-five days.

RESOLUTION # 01-2016-34

RESOLUTION authorizing the live, web-based broadcast of Village Board of Trustees meetings, Zoning Board meetings, Planning Board meetings and Historic Preservation Commission meetings, with the cost of the broadcasts to be expensed from account A.8010.400 (Zoning Contractual Expense), account A.8020.400 (Planning Contractual Expense), account A.8510.200 (Historic Preservation Commission) and account A.1010.400 (Board of Trustees Contractual Expense).

RESOLUTION # 01-2016-35

RESOLUTION approving the development of a proposal for the creation of a paid municipal parking lot, with the intention of future partnering with the Hampton Jitney and Metropolitan Transit Authority for the paid municipal parking lot.

RESOLUTION # 01-2016-36

RESOLUTION confirming the commitment of the Village of Greenport to the Bay-to-Sound trail project subject to review by the Village of Greenport Board of Trustees as the project is developed.

VOUCHER SUMMARY**RESOLUTION # 01-2016-37**

RESOLUTION approving all checks per the Voucher Summary Report dated January 22, 2016, in the total amount of \$437,714.25 consisting of:

- o All regular checks in the amount of \$ 391,832.13, and
- o All prepaid checks (including wire transfers) in the amount of \$ 45,882.12.

Memorandum of Understanding

We, the members of the _____,
(Name of Organization)

by vote at a meeting held on _____, do hereby file notice of our Intent to Participate in the 2016 Assistance to Firefighters Grant Program regional grant application, which will be filed by Orient Fire District on behalf of all participating fire districts. Orient Fire District and Southold Fire District as Co-Administrators will:

- a. Prepare and distribute Memorandum of Understanding (MOU) to the participating districts.
- b. Prepare Assistance to Firefighters Grant, Regional Application.
 - i. Research program, plan, and community
 - ii. Prepare narrative
 - iii. Input all data into E-Grant Application, final submission will be by Orient Fire District.
- c. Prepare letters of support packages to be sent (by district) to: New York's United States Senators, and United States Congressman.

We further agree in principle that if the application is awarded funding we will commit to the following terms as required and as part of this grant project:

- 1.) We agree to contribute a local matching cash contribution, which will be pro-rated based upon the assessed evaluation of each fire district. This local cash match must be combined with all other participants local cash matches to equal 20% of the final total funded project amount. This match must be made in the form of "hard cash" and cannot come from any other grant monies. We further understand that any monies required above the budgeted amount will also be, on a pro-rated basis, the responsibility of our district.
- 2.) Orient Fire District and Southold Fire District, are designated as host agencies and as such will administer all aspects of this program, including drawdown of monies, distribution and payment to supplying vendors, maintaining of all grant records and filing of all required reports. Per the terms of an AFG grant award, all records pertaining to this grant must be maintained in a central location under the control of the host agencies for a period of three (3) years beyond the Period of Performance.

- 3.) By agreeing to participate and in accordance with the required record keeping and inventory control stated as a term of AFG award, we are also acknowledging and agreeing that this equipment will be retained by the district it is issued to and not disposed of, changed out, reassigned to another vehicle or personnel, unless the host agencies are notified and give written approval prior to this actually occurring for the stated Period of Performance and the subsequent three (3) year record retention period.
- 4.) Maintenance of this equipment, beyond the original manufacturer's warranty and the one-year grant performance period, shall become the sole responsibility of the recipient districts.
- 5.) We also acknowledge and agree that there are time constraints tied to the successful filing of this application in order to comply with the reporting requirements during the period of performance and three (3) year period immediately following. Subsequently, all requests from the host agencies to supply pertinent and needed information for the application and/or required reporting will be given the highest priority, and these requests will be responded to or answered no later than 48 hours after the request is received, or direct contact with administrator will be established stating why the request cannot be honored within the stated timeline.
- 6.) As required by AFG terms of award, our agency agrees to file and maintain all NFIRS reporting requirements and reports in a timely fashion.
- 7.) All participants in the program recognize the need for uniformity of communications as a matter of safety in the performance of firefighting duties. Therefore, all participants hereby consent to the purchase of a town wide dispatch communication system, to be chosen by the administrator upon the consent of all parties.

ACKNOWLEDGEMENT

I _____ do hereby certify,
(Name)

as the _____, that I have been duly elected or
(Name/ Rank / Title)

appointed by the above-named organization and that I am authorized to sign my name to this Memorandum of Understanding.

Signature: _____ Date: _____

Print Name: _____

Witness

Signature: _____ Date: _____

Print Name: _____

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING SITE ACCESS AGREEMENT BETWEEN LONG ISLAND ELECTRIC
UTILITY SERVCO LLC AND THE VILLAGE OF GREENPORT

WHEREAS a site access agreement will be entered into between Long Island Electric Utility Servco LLC and the Village of Greenport to conduct limited test borings and for the parking staging of Vehicles and material related to the test boring work to be done; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Village of Greenport with respect to the site access agreement with regard to SEQRA, and a short form EAF has been prepared, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA, determines that the approval of the site access agreement is an Unlisted Action; and that the approval of the site access agreement;

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

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

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

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

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

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

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

Will not result in changes in two or more elements of the environment, each of which is not significant but when reviewed together are significant, and that therefore the adoption of the site access agreement will not have a significant negative impact on the environment.

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

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: January 28, 2016

January 23, 2016

SITE ACCESS AGREEMENT

Site Access Agreement (the "Agreement"), dated January 23, 2016 between the Village of Greenport with principal offices located at 236 Third Street, Greenport, New York 11944, and Long Island Electric Utility Servco LLC ("Licensee"), a New York limited liability corporation, duly organized under the laws of the State of New York, with offices at 175 East Old Country Road, Hicksville, New York 11801, as Agent for and on behalf of Long Island Lighting Company d/b/a LIPA ("LIPA"), with principal offices at 333 Earle Ovington Blvd., Uniondale, New York 11553. Licensor and/or Licensee are referred to herein individually as "Party" and collectively as the "Parties." Pursuant to the Amended and Restated Operations Services Agreement dated December 31, 2013 ("OSA"), between LIPA and PSEGLI, PSEGLI through its operating subsidiary, Licensee, has assumed managerial responsibility for the day-to-day operational maintenance of, and capital investment to, the electric transmission and distribution system owned by LIPA ("T&D System").

1. GENERAL-APPROVED ACTIVITIES:

The Village of Greenport hereby grants unto the Licensee, its employees, agents, contractors and subcontractors access to the parking area located at South end of Fifth Street, Greenport, New York 11944 (the "Site") for the purpose of conducting limited test borings, and for the parking staging of vehicles, materials construction equipment and construction relating to the test boring work to be done (the "Approved Activities").

2. TERM OF SITE ACCESS AGREEMENT:

The term of this Site Access Agreement, during which permission to conduct the Approved Activities on the Site is from the date of this Site Access Agreement indicated above through February 29, 2016, after which all activities on the Site shall stop.

3. NOTIFICATION:

The Licensee shall notify the Village Clerk of the Village of Greenport at 631 477 1243 ext 206, and fax at 631 477 1877 when the Licensee or an agent, contractor or subcontractor of the Licensee will be entering or vacating the Site.

4. REMEDIES:

Of Third Parties. No third party, shall have any rights to enforce the terms of this Site Access Agreement.

5. COMPLIANCE WITH LAWS:

Licensee shall comply with any and all applicable laws, ordinances, permits or zoning requirements of the School District or any Federal, State or municipal body or agency, for the use of the Site for the Approved Activities.

6. INDEMNIFICATION/INSURANCE:

Licensee shall indemnify and hold harmless the Licensor from any liabilities, losses or

January 23, 2016

damages, solely arising out of and directly attributable to Licensee's negligent use or intentional misuse of the Site, except to the extent caused by Licensor negligence or misconduct. Prior to utilizing the Site, Licensee will furnish to the Licensor the following insurance which shall name the Village of Greenport as additional insured and the Contractor shall provide insurance coverage as follows:

A. Workman's Compensation in accordance with the laws of the State of New York, covering the Licensee, and its Contractors and Subcontractors for all operations under the Site Access Agreement whether performed by the Licensee, or the Licensee's Contractor or Subcontractors. This insurance may be evidenced by a certified copy of the policy or a certificate of insurance in a form that is acceptable to the Village.

B. New York State Disability insurance in accordance with the laws of the State of New York covering the Licensee and any Contractor or Subcontractors for all operations under the Site Access Agreement, whether performed by the Licensee or its Contractors or Subcontractors. This insurance may be evidenced by a certified copy of the policy, or a certificate of insurance in a form that is acceptable to the Village.

C. Liability and Property Damage Insurance Unless otherwise specifically required by the detailed Specifications, Liability and property damage insurance on all policies shall have limits of not less than:

Bodily injury each occurrence \$ 1,000,000 Aggregate \$ 2,000,000

Liability property each occurrence \$ 1,000,000 Aggregate \$ 2,000,000

General Liability Insurance each occurrence \$1,000,000 aggregate \$2,000,000

D. Certificates and policies shall provide that coverage may not be canceled or changed without thirty (30) days prior notice to the Village. The Licensee and the Licensee's Contractors and Subcontractors shall be responsible for protection against vandalism, theft or malicious mischief of all work performed under this Site Access Agreement, materials and equipment at all times from the start to the completion of the work. The Village will not have any responsibility for or be under any obligation to reimburse the Licensee, or its Contractors or Subcontractors for any losses which may be due to vandalism, theft or malicious mischief. The Licensee shall be permitted to self-insure the requirements set forth in this provision

7. MAINTENANCE/RESTORATION:

The Licensee will be responsible for maintaining the Site in clean, orderly condition, good repair and in a secured condition throughout the term. Upon completion of the Approved Activities, Licensee, at their expense, shall repair any damage to the Site, reasonable wear and tear damage from the elements excepted and restore the Site to its original condition..

January 23, 2016

8. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of New York.

9. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement and understanding between the Parties for the Approved Activities, and no amendments, additions, or modifications hereto shall be valid unless in writing and signed by all the Parties hereto.

10. BINDING EFFECT:

This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

11. ASSIGNMENT:

Except to Licensee's agents, employees, contractors, subcontractors and invitees, this Agreement and the rights and obligations associated herewith may not be assigned without prior written consent of the other party.

12. SEVERABILITY:

If any provision of the Agreement shall be declared to be unenforceable, the remaining provisions hereof shall remain in full force and effect.

13. COUNTERPARTS:

This Agreement may be executed in several counterparts, each of which shall be an original and which shall constitute the same instrument.

14. WAIVER:

No delay or omission by either party in the exercise of any right under this Agreement shall impair any such right or shall be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. If any agreement or covenant herein shall be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

15. ARTICLE:

The article headings and other titles used in this Agreement are for convenience only and shall not affect the construction of any terms of this Agreement.

January 23, 2016

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

Village of Greenport
LICENSOR:

Long Island Electric Utility Servco LLC , as
Agent for and on behalf of Long Island
Lighting Company d/b/a LIPA

By: _____
Name:
Title:

By: _____
Name: John O'Connell
Title: Vice President