



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

*December 22, 2016 at 7:00 PM  
Mayor and Board of Trustees - Regular Meeting  
Third Street Firehouse  
Greenport, NY 11944*

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

- o Agnes C. Abramski
- o David Patrick Brandi
- o Davida Martha Cheska
- o John Corazzini
- o Jacqueline A. Durka
- o Madeline B. Graffagnino

**ANNOUNCEMENTS**

- o The Village Offices will be closed on December 26<sup>th</sup> in celebration of Christmas, and also on January 2<sup>nd</sup>, in celebration of the New Year.
- o The Village Offices will be closed on January 16<sup>th</sup> in observance of Martin Luther King, Jr. Day.

**LIQUOR LICENSE APPLICATIONS**

- o Amended new application for Bruce & Son, LLC

**PRESENTATION**

- o John Sepnoski of Southold Town regarding the Bay-to-Sound Trails project.

**PUBLIC TO ADDRESS THE BOARD**

**REGULAR AGENDA**

**CALL TO ORDER****RESOLUTIONS****RESOLUTION # 12-2016-1**

RESOLUTION adopting the December 2016 agenda as printed.

**RESOLUTION # 12-2016-2**

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

**FIRE DEPARTMENT****RESOLUTION # 12-2016-3**

RESOLUTION approving the application for membership of Matthew Spinozzi to the Eagle Hose Company of the Greenport Fire Department, as approved by the Greenport Fire Department Board of Wardens on December 21, 2016.

**VILLAGE ADMINISTRATOR****RESOLUTION # 12-2016-4**

RESOLUTION ratifying the hiring of Chavez Garcia, Christian Davis, Michael Ott, Patrick Resimini, and Carolyn Hulse as seasonal, part-time employees at the Village of Greenport Ice Rink and Carousel at a pay rate of \$10.00 per hour, effective December 19, 2016.

**RESOLUTION # 12-2016-5**

RESOLUTION ratifying the re-hiring of Sean Flinter and Brian Ricker as seasonal, part-time employees at the Village of Greenport Ice Rink and Carousel at a pay rate of \$10.00 per hour, effective December 19, 2016.

**RESOLUTION # 12-2016-6**

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 2016/2017 season.

**RESOLUTION # 12-2016-7**

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 2016/2017 season.

**RESOLUTION # 12-2016-8**

RESOLUTION authorizing Trustee Robins and Village Administrator Pallas to attend the NYAPP Annual Winter Meeting on January 18, 2017 and January 19, 2017 in Albany, New York, at a conference fee of \$225 per person and a room rate of \$149 per person per night, plus all applicable travel costs, to be expensed from account E.0781.100 (Executive Department.)

**RESOLUTION # 12-2016-9**

RESOLUTION approving an increase in the hourly pay rate of Sarah Doherty, from \$ 10.25 per hour to \$ 12.00 per hour, effective December 23, 2016.

**VILLAGE TREASURER****RESOLUTION # 12-2016-10**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 3645, to appropriate surplus to fund department-wide computer upgrade services, and directing that Budget Amendment # 3645 be included as part of the formal meeting minutes for the December 22, 2016 regular meeting of the Board of Trustees.

**VILLAGE CLERK****RESOLUTION # 12-2016-11**

RESOLUTION authorizing the annual solicitation of bids for the delivery of diesel fuel to various locations throughout the Village of Greenport, and directing Clerk Pirillo to notice the solicitation of bids accordingly.

**RESOLUTION # 12-2016-12**

RESOLUTION authorizing the annual solicitation of bids for the delivery of No. 2 heating oil to various locations throughout the Village of Greenport, and directing Clerk Pirillo to notice the solicitation of bids accordingly.

**RESOLUTION # 12-2016-13**

RESOLUTION authorizing the annual solicitation of bids for the delivery of unleaded (87 octane) gasoline to various locations throughout the Village of Greenport, and directing Clerk Pirillo to notice the solicitation of bids accordingly.

**RESOLUTION # 12-2016-14**

RESOLUTION approving the attendance of Code Enforcement Officer Morris at the New York State Department of State Code Enforcement Officer classes 9D (General Construction Principles), 9E (Residential Code of New York State) and 9F (Building Code of New York State), in Yaphank, New York. Class 9D will be held from 8 a.m. through 4 p.m. on February 14, 2017 through February 16, 2017. Class 9E will be held from 8 a.m. through 4 p.m. from March 21, 2017 through March 23, 2017. Class 9F will be held from 8 a.m. through 4 p.m. from May 2, 2017 through May 4, 2017. There is no charge for these classes, and the standard mileage reimbursement applies.

**RESOLUTION # 12-2016-15**

RESOLUTION approving the request of the Greenport Fire Department to host the annual Washington's Birthday Parade and Celebration on February 18, 2017; and approving the closing to vehicular traffic of Village streets for the duration of the Parade, and approving the use of the Third Street Firehouse for the celebration.

**RESOLUTION # 12-2016-16**

RESOLUTION scheduling a public hearing for January 26, 2017 at 7:00 p.m. at the Third Street Firehouse, Third and South Streets, Greenport, New York, 11944 regarding the Wetlands Permit Application submitted by Brewer Yacht Yard at Greenport, Inc. to:

Replace +/- 138 linear feet of timber bulkhead with vinyl bulkhead and to replace three (3) existing fixed docks with floating docks along the bulkhead in a new configuration, and directing Clerk Pirillo to notice the Wetlands Permit Application accordingly.

**RESOLUTION # 12-2016-17**

RESOLUTION directing the Conservation Advisory Council to review the project as proposed in the Brewer Yacht Yard at Greenport, Inc. Wetlands Permit Application, and further directing that the Conservation Advisory Council provide the resulting report to the Village of Greenport Board of Trustees no later than January 12, 2017.

**RESOLUTION # 12-2016-18**

RESOLUTION accepting the current Length of Service Award Program qualification parameters as adopted by the Board of Wardens of the Greenport Fire Department for the 2017 year-end service award points.

**MAYOR****RESOLUTION # 12-2016-19**

RESOLUTION accepting the resignation of Peter Jauquet from the Village of Greenport Planning Board, effective December 8, 2016.

**RESOLUTION # 12-2016-20**

RESOLUTION approving an increase in the annual salary of the Village of Greenport Mayor, from \$ 18,000 per year to \$ 24,000 per year and further approving an increase in the annual salary of each Village of Greenport Trustee, from \$ 11,600 per year to \$ 13,000 per year.

**BOARD OF TRUSTEES****RESOLUTION # 12-2016-21**

RESOLUTION approving the use of a portion of Mitchell Park for an a cappella student "sing off" from 2:00 p.m. through 5:00 p.m. on May 6, 2017 with a rain date of May 7, 2017. There will be no charge for attendance at this event.

**VOUCHER SUMMARY****RESOLUTION # 12-2016-22**

RESOLUTION approving all checks per the Voucher Summary Report dated December 19, 2016, in the total amount of \$ 718,291.32 consisting of:

- o All regular checks in the amount of \$ 689,934.48, and
- o All prepaid checks (including wire transfers) in the amount of \$ 28,356.84.

## GREENPORT ICE RINK AGREEMENT

AGREEMENT made this                    day of                    2016, 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.
2. The Club will pay the Village the amount of \$100 per hour for the use of the rink for times other than Saturday night, and the Club shall pay the Village the standard rental rate for the use of the rink for Saturday night.
3. The Club will provide volunteers that will help to spray and create the sheet at the beginning of the season and acknowledges that overnights are usually required.
4. The Club acknowledges that 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, 2016 until May 1, 2017 Unless terminated by one of the parties prior to May 1, 2017. The Village may terminate this Agreement on ten days written notice in the event of any breach or default by the Club, which is not corrected within ten days of the mailing of the notice of default as provided herein, including but not limited to the failure to make payment. In the event that the Club fails to obtain or maintain the required insurance or is responsible for the creation or continuance of a dangerous condition at the rink or premises, the Village may terminate this agreement on three days prior written notice as provided herein.

8. The Club shall make payments to the Village on the first day of each month starting with January 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 (January, February, and March, 2017). 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 January 31, 2017, February 29, 2017, and March 15, 2017, and the Club shall pay any balance due to the Village under this Agreement within ten days of March 14, 2017, the end of the term of the Agreement.

January estimated total fee: \$2,000 Balance based on actual use due on January 31, 2017  
Initial monthly Payment: \$1,000 (due January 1, 2017)

February estimated total fee: \$1,800 Balance based on actual use due on February 28, 2017  
Initial monthly Payment: \$900 (due February 1, 2017)

March estimated total fee (through March 15th): \$1,000 Balance based on actual use due on March 15, 2017.  
Initial monthly Payment: \$500 (due March 1, 2017)

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

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

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

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

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

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 Open Hockey League,  
P. O. Box 476,  
Laurel, New York 11952



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

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

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

Dated:

Greenport Open Hockey League

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

Village of Greenport

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

George Hubbard, Jr., Mayor

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

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he resides at \_\_\_\_\_ that he is the \_\_\_\_\_ of \_\_\_\_\_ described in and which executed the foregoing instrument.

(SEAL) \_\_\_\_\_  
Notary Public

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

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

(SEAL) \_\_\_\_\_  
Notary Public

## GREENPORT ICE RINK AGREEMENT

AGREEMENT made this                    day of                    2016, 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;

1. The Village will provide scheduled ice time to the Club at the rink, on a previously agreed scheduled basis. The scheduled ice times will be set so as to not interfere with scheduled general skating times.
2. The Club will pay the Village the amount of \$100 per hour for the use of the rink for times other than Saturday night, and the Club shall pay the Village the standard rental rate for the use of the rink for Saturday night.
3. The Club will provide volunteers that will help to spray and create the sheet at the beginning of the season and acknowledges that overnights are usually required.
4. The Club acknowledges that 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, 2016 until May 1, 2017 Unless terminated by one of the parties prior to May 1, 2017. The Village may terminate this Agreement on ten days written notice in the event of any breach or default by the Club, which is not corrected within ten days of the mailing of the notice of default as provided herein, including but not limited to the failure to make payment. In the event that the Club fails to obtain or maintain the required insurance or is responsible for the creation or continuance of a dangerous condition at the rink or premises, the Village may terminate this agreement on three days prior written notice as provided herein.

8. The Club shall make payments to the Village on the first day of each month starting with January 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 (January, February, and March, 2017). 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 January 31, 2017, February 29, 2017, and March 15, 2017, and the Club shall pay any balance due to the Village under this Agreement within ten days of March 14, 2017, the end of the term of the Agreement.

January estimated total fee: \$11,150 Balance based on actual use due on January 31, 2017  
Initial monthly Payment: \$5,575 (due January 1, 2017)

February estimated total fee: \$10,300 Balance based on actual use due on February 28, 2017  
Initial monthly Payment: \$5,150 (due February 1, 2017)

March estimated total fee (through March 15th): \$5,550 Balance based on actual use due on March 15, 2017.  
Initial monthly Payment: \$2,775 (due March 1, 2017)

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

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

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

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

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

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

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

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

Dated:

Greenport Hockey Club Ltd.

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

Village of Greenport

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

George Hubbard, Jr., Mayor

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

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he resides at \_\_\_\_\_ that he is the \_\_\_\_\_ of \_\_\_\_\_ described in and which executed the foregoing instrument.

(SEAL) \_\_\_\_\_  
Notary Public

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

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

(SEAL) \_\_\_\_\_  
Notary Public

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2017 Period: 12 Trans Type: B2 - Amend Status: Batch  
Trans No: 3645 Trans Date: 12/07/2016 User Ref: ROBERT  
Requested: P. PALLAS Approved: Created by: ROBERT 12/07/2016  
Description: TO APPROPRIATE SURPLUS TO FUND DEPARTMENT WIDE COMPUTER Account # Order: No  
UPGRADE SERVICES Print Parent Account: No

Account No.	Account Description	Amount
A.1651.400	COMPUTER REPAIR/MAINTENANCE..	8,415.00
A.5990	APPROPRIATED FUND BALANCE	8,415.00
E.1680.400	COMPUTER HARDWARE/SOFTWARE/ MAINTENANCE	6,545.00
E.5990	APPROPRIATED FUND BALANCE	6,545.00
F.1680.400	COMPUTER TECHNOLOGY	935.00
F.5990	APPROPRIATED FUND BALANCE	935.00
G.1680.400	COMPUTER HARDWARE/SOFTWARE..	2,805.00
G.5990	APPROPRIATED FUND BALANCE	2,805.00
<b>Total Amount:</b>		<u>37,400.00</u>