



236 Third Street
Greenport NY
11944

Tel: (631)477-0248
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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 26, 2017 at 7:00 PM
Mayor and Board of Trustees - Regular Meeting
Third Street Firehouse
Greenport, NY 11944

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

- Richard A. Grigonis
- Tyler John McDonald
- Helen C. Price
- Patricia Wakem Vincent
- Robert Earle White

ANNOUNCEMENTS

- Noah Thomas has been appointed to the Planning Board to fill the balance of the term of Peter Jauquet, which expires on April 3, 2018.

LIQUOR LICENSE APPLICATIONS

- New application from 314-316 Main Street
- New application from Olive Branch Cafe', 120 Front Street
- New application from Port 104, Inc., 104 Third Street

PRESENTATION

- Bill Freitag of BST & Co., LLP

PUBLIC HEARING - CANCELLED

- Brewer's Yacht Yard Wetlands Permit Application - Application withdrawn by applicant on January 12, 2017

PSEG PROJECT PUBLIC COMMENT PERIOD

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 01-2017-1**

RESOLUTION adopting the January 2017 agenda as printed.

RESOLUTION # 01-2017-2

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

RESOLUTION # 01-2017-3

RESOLUTION ratifying the following resolutions previously approved by the Board of Trustees at the Trustees' work session meeting held on January 19, 2017:

RESOLUTION approving the professional services contract between J.R. Holzmacher, LLC and the Village of Greenport authorizing J.R. Holzmacher LLC to develop a plan to rectify water intrusion issues at the Village of Greenport Waste Water Treatment Plant, at a cost not to exceed \$ 5000.00.

FIRE DEPARTMENT**RESOLUTION # 01-2017-4**

RESOLUTION removing the following from the membership rolls of the Village of Greenport Fire Department:

Kelly Hydell,
Thomas LaMothe, and
Hope Laurie-Reade.

VILLAGE ADMINISTRATOR**RESOLUTION # 01-2017-5**

RESOLUTION ratifying the re-hiring of Everett Nichols as a seasonal, part-time employee at the Village of Greenport Mitchell Park Marina at a pay rate of \$10.00 per hour, effective December 27, 2016.

RESOLUTION # 01-2017-6

RESOLUTION authorizing the attendance of Trustee Julia Robins and Village Administrator Pallas at the APPA Legislative Rally in Washington, D.C. from February 27, 2017 through March 1, 2017; with lodging, travel and conference costs not to exceed \$ 1,100.00 per person, plus all applicable meal costs, to be expensed from account E.0781.100 (Executive Department).

RESOLUTION # 01-2017-7

RESOLUTION authorizing the attendance of Douglas Rocco at NEPPA's 2017 Apprentice Program for Apprentice I Training at Northwest Lineman College in Littleton, Massachusetts. Training will be completed in four sessions to be held on February 7th – 10th, April 4th – 7th, August 29th – Sept 1st, and October 31st – November 3rd, at a cost of : \$3,200.00 for the training classes, a room rate of \$121.75 per night, reimbursable meal expenses not to exceed \$ 35 per day, applicable transportation costs, and standard mileage reimbursements; to be expensed from account E. 0785.210 (Employee Training).

RESOLUTION # 01-2017-8

RESOLUTION approving the attached Inter-Municipal Agreement between the Village of Greenport and the Town of Southold for the provision of qualified, certified lifeguards at the Village of Greenport Fifth Street Beach for the 2017 Summer season, and ratifying the attached Inter-Municipal Agreement for the 2016 Summer season.

RESOLUTION # 01-2017-9

RESOLUTION approving an increase in the rates of stay for the Village of Greenport McCann Campground, per the attached.

VILLAGE TREASURER**RESOLUTION # 01-2017-10**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 3646, to transfer Road Department funds to fund additional road signage, and directing that Budget Amendment # 3646 be included as part of the formal meeting minutes for the January 26, 2017 regular meeting of the Board of Trustees

RESOLUTION # 01-2017-11

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 3647, to transfer funds for the purchase of additional medical supplies for the Fire Department, and directing that Budget Amendment # 3647 be included as part of the formal meeting minutes for the January 26, 2017 regular meeting of the Board of Trustees.

RESOLUTION # 01-2017-12

RESOLUTION authorizing the Village of Greenport to add the outstanding water and sewer balances in arrear to the Village of Greenport 2017 tax bills for the respective property, per calculations to be completed by or on or before April 30, 2017.

VILLAGE CLERK**RESOLUTION # 01-2017-13**

RESOLUTION accepting the bid of Demarest Holding Corporation, d/b/a Hands Fuel Company, the sole bidder, per the bid opening on January 18, 2017 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 # 01-2017-14

RESOLUTION accepting the bid of Demarest Holding Corporation, d/b/a Hands Fuel Company, the sole bidder, per the bid opening on January 18, 2017 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 # 01-2017-15

RESOLUTION accepting the bid of Demarest Holding Corporation, d/b/a Hands Fuel Company, the sole bidder, per the bid opening on January 18, 2017 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 # 01-2017-16

RESOLUTION authorizing the solicitation of the annual sludge removal bid, and directing Clerk Pirillo to notice the bid accordingly.

RESOLUTION # 01-2017-17

RESOLUTION approving the attendance of any Trustee or management staff member at the New York Conference of Mayors Winter Legislative Meeting, from February 12, 2017 through February 14, 2017 at the Albany Hilton in Albany, New York. The registration fee of \$ 240 for the full program or \$ 190 for the one-day program and the hotel cost of \$ 163 per person per night, plus all applicable travel and meal costs, will be expensed from the corresponding account numbers.

RESOLUTION # 01-2017-18

RESOLUTION authorizing Clerk Pirillo to attend the Region I Annual Meeting, and the Pre-Meeting Classes, of the International Institute of Municipal Clerks, on March 15, 2017 and March 16, 2017 in Port Jefferson, New York, at a cost of \$ 120.00 plus the applicable standard mileage reimbursent rate, to be expensed from account A.1410.400 (Clerk Contractual Expense).

RESOLUTION # 01-2017-19

RESOLUTION authorizing the attendance of Clerk Pirillo and Treasurer Brandt at the Suffolk County Downtown Revitalization Round 15 grant workshop on January 31, 2017 in Hauppauge, NY. There is no cost for this training session, and the standard mileage reimbursement rate applies.

RESOLUTION # 01-2017-20

RESOLUTION approving the Public Assembly Permit Application submitted by Star Hose Company # 3 of the Greenport Fire Department for the use of the Polo Grounds on Moores Lane from 5:00 p.m. through 11:00 p.m. on May 25, 2017 through May 29, 2017 for the annual Carnival Fundraiser. Fireworks in conjunction with this event are scheduled for May 27, 2017 with a rain date of May 28, 2017.

RESOLUTION # 01-2017-21

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 2017 Dances in the Park season.

RESOLUTION # 01-2017-22

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 to for the 2017 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 # 01-2017-23

RESOLUTION hiring Kristina A. Lingg as a full-time Clerk Typist for the Village of Greenport, at a pay rate of \$ 15 per hour, effective February 13, 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 # 01-2017-24

RESOLUTION scheduling a public hearing for February 23, 2017 at 7:00 p.m. at the Third Street Firehouse, Greenport, New York, 11944; regarding a proposed amendment to Chapter 103 (Rental Properties) of the Village of Greenport Code and directing Clerk Pirillo to notice the public hearing accordingly.

RESOLUTION # 01-2017-25

RESOLUTION scheduling a public hearing for February 23, 2017 at 7:00 p.m. at the Third Street Firehouse, Greenport, New York, 11944; regarding a proposed amendment to Chapter 132 (Vehicles and Traffic), Section 18 (All-night parking) of the Village of Greenport Code and directing Clerk Pirillo to notice the public hearing accordingly.

RESOLUTION # 01-2017-26

RESOLUTION appointing four Election Inspectors, one of which will serve as Chairperson, for the Village election on March 21, 2017; as follows:

- o Jerilyn B. Woodhouse, Chairperson
- o Patrick Calkins
- o Diana Whitsit, and
- o Keith McCamy.

The Inspectors are to be paid \$10 per hour and \$11 per hour for the Chairperson of the Inspectors, and further authorizing the Inspectors to work on the two Village registration days, as well as the day of the election. This will be expensed from account A.1450.100 (Election Personnel Services).

RESOLUTION # 01-2017-27

RESOLUTION allowing the Clerk's Office to appoint three alternate Election Inspectors for the Village election on March 21, 2017, as follows:

- o Vernetta Taylor
- o Kally DiLeo, and
- o Brenda Miller

The alternate Election Inspectors are to be paid \$ 10.00 per hour, to be expensed from account A.1450.100 (Election Personnel Services).

VILLAGE ATTORNEY**RESOLUTION # 01-2017-28**

RESOLUTION scheduling a public hearing for February 23, 2017 at 7:00 p.m. at the Third Street Firehouse, Greenport, New York, 11944; regarding the addition of \$ 1,234.75 to the property tax bill for the property 221/223 Center Street, Greenport, New York, 11944 and further directing Clerk Pirillo to notice the public hearing accordingly.

BOARD OF TRUSTEES**RESOLUTION # 01-2017-29**

RESOLUTION approving the request of One Greenport ("Somos Uno") to use a portion of Mitchell Park for a cultural festival on June 4, 2017 from noon through 6:00 p.m., with a rain date of June 11, 2017. This event will be considered a Village of Greenport sponsored event upon approval of the proposed use of Mitchell Park.

RESOLUTION # 01-2017-30

RESOLUTION approving an increase in the annual salary of the Mayor, from \$ 18,000 per year to \$ 30,000 per year.

RESOLUTION # 01-2017-31

RESOLUTION approving the full payment by the Village of Greenport of family-coverage health, dental and vision insurance benefits for the Mayor.

VOUCHER SUMMARY**RESOLUTION # 01-2017-32**

RESOLUTION approving all checks per the Voucher Summary Report dated January 19, 2017, in the total amount of \$ 665,972.48 consisting of:

- o All regular checks in the amount of \$ 645,217.26, and
- o All prepaid checks (including wire transfers) in the amount of \$ 20,755.22.

**IMA Town of Southold and Village of Greenport
Town Lifeguards at Village Beaches**

Intermunicipal Agreement

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** and the **Village of Greenport, a municipal corporation of the State of New York having an office at 236 Third Street, Greenport, ne York 11944.**

Term of Agreement: Shall be from June 25, 2016 through September 30, 2016

Total Cost of Agreement: As provided in this Agreement

Whereas, the Town presently employs certified and qualified lifeguards to work at Town Beaches and has a continuing program for the employment of those certified and qualified persons;

Whereas, the Village of Greenport owns and operates a beach located at the southerly end of Fifth Street, Village of Greenport, that the Village wishes to operate as a Village of Greenport public beach during the 2016 Summer beach season, and

Whereas, the Village would like to use individuals that are certified and qualified to work as Town lifeguards and are employed by the Town to work at Town beaches as lifeguards at the Village Fifth Street Beach and the Town is willing to and would like to have those certified and qualified individuals work at the Village Fifth Street Beach; and

Whereas there are mutual benefits to the Town and Village that will accrue by the Village use of Town lifeguards at the Village Fifth Street Beach;

Now, Therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

1. The Town will provide certified and qualified individuals employed as lifeguards by the Town to work at the Village Fifth Street Beach during the term as stated above that there will be at least one on duty lifeguard and a backup lifeguard on duty from 11 a.m. until 5 p.m., seven (7) days a week beginning June 25, 2016 through September 5, 2016, conditioned upon the availability of enough lifeguards to service the beaches within the Town of Southold, and as may otherwise be agreed by the Town and the Village.

2. The lifeguards that are provided by the Town under this Agreement shall have all appropriate Red Cross or other certifications as required and appropriate for employment as a lifeguard at a Town beach during all times that they are providing services under this Agreement.

3. The individuals that are provided to the Village by the Town to work at the Village Fifth Street Beach shall at all times be and remain employees of the Town, and covered by all required and respective Town insurance and benefit plans, and have all salary and other compensation and other payments that may accrue or be due to them paid to them by the Town. The individuals

**IMA Town of Southold and Village of Greenport
Town Lifeguards at Village Beaches**

shall at all times remain and considered to be employees of the Town.

4. The Village shall be responsible for all costs incurred by the Town in providing the lifeguards under this Agreement, including the salary, benefits and insurance which shall be billed to the Village by the Town on a periodic basis and paid by the Village to the Town within thirty (30) days of the receipt by the Village of the statement from the Town. The hourly salary scale for lifeguard is between \$12.17 and \$14.37 commensurate with their experience. The Town will assign one or more lifeguard(s) to the Village beach at its sole discretion.

5. Indemnification: The Village agrees to hold harmless and indemnify the Town and its employees for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the Village or its officers or employees while acting within their scope or capacity of their employment.

6. The Village of Greenport agrees to carry appropriate insurance coverage from claims of bodily injury, death or property damage that may arise from the performance of services under this agreement in limits of \$2,000,000 and \$2,000,000 aggregate liability for bodily injury and property damage. The Town shall be named as additional insured and a certificate of insurance shall be provided to the Office of the Town Clerk within 48 hours of execution of this Agreement.

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

8. 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.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

Town of Southold

Village of Greenport

By: _____
Hon. Scott Russell
Supervisor

By: _____
Hon, George W. Hubbard, Jr.
Mayor

Date: _____

Date: _____

**IMA Town of Southold and Village of Greenport
Town Lifeguards at Village Beaches**

STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

On the day of , in the year , before me, the undersigned, personally appeared

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she the executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and office of person taking the
Acknowledgement

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2. The lifeguards that are provided by the Town under this Agreement shall have all appropriate Red Cross or other certifications as required and appropriate for employment as a lifeguard at a Town beach during all times that they are providing services under this Agreement.

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Town of Southold

Village of Greenport

By: _____
Hon. Scott Russell
Supervisor

By: _____
Hon, George W. Hubbard, Jr.
Mayor

Date: _____

Date: _____

**IMA Town of Southold and Village of Greenport
Town Lifeguards at Village Beaches**

STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

On the day of , in the year , before me, the undersigned, personally appeared

_____ , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she the executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and office of person taking the
Acknowledgement

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McCann's Campground Rate Increase Proposal

Trailers, RV's and 5th Wheels

<u>2016</u>		<u>2017</u>
\$40	Daily	\$45
\$235	Weekly	\$270
\$500	Monthly (May, Sept*, and Oct)	\$575
\$550	Monthly (June, July, Aug, and Sept*)	\$625
\$50	Holiday Rate	\$60

Tents

<u>2016</u>		<u>2017</u>
\$30	Daily	\$35
\$180	Weekly	\$210
\$40	Holiday	\$50

*Monthly Rate- September; Added to higher rate
2- Holiday Weekends, Labor day and Maritime Fest
= 150+150= \$300
\$200 for 24 days= \$8 per day

Late Checkout

<u>2016</u>		<u>2017</u>
\$10		\$20

Boat Storage

<u>2016</u>		<u>2017</u>
\$65	Monthly	\$75

