



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

September 20, 2018 at 7:00 PM

Mayor and Board of Trustees - Work Session Meeting

Third Street

Firehouse

Greenport, NY 11944

PLEDGE OF ALLEGIANCE

MONTHLY REPORTS FOR THE FOLLOWING:

- **FIRE DEPARTMENT** – CHIEF JEFFREY WEINGART
Including compilation of all monthly meeting minutes
- **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
- **VILLAGE CLERK** – SYLVIA PIRILLO, RMC
- **VILLAGE ATTORNEY** - JOSEPH PROKOP, ESQ.

REPORTS FROM COMMITTEES

MAYOR AND VILLAGE BOARD OF TRUSTEES

PUBLIC TO ADDRESS THE BOARD



236 THIRD STREET
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EXT. 206

TREASURER
ROBERT BRANDT
EXT. 217

Submitted: September 11, 2018
Meeting: September 20, 2018 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 September Work Session Report

Attachments:

Fire Department September Work Session Report (PDF)

CHIEF JEFFREY WEINGART
1ST ASST. CHIEF SUSANO JIMENEZ
2ND ASST. CHIEF JAMES KALIN
CHAPLAIN CLAUDE KUMJIAN
ASST. CHAPLAIN THOMAS MURRAY
SECRETARY/TREASURER JAMES KALIN



Organized 1845

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

Aug.2018 Finance

In attendance was Chiefs Jimenez and Kalin. Wardens Nyce, Richter.

Opened meeting at 19:00 hrs and went over all bills for approval.

Company and Squad requests,

8-3-1 Replace fire district signs-Budget.

8-3-2-3 -5 –FP and WR Budget.

8-3-4 Battery operated Extraction Tools.

Rescue Hammer Medical supplies.

Adjourned at 19:27 Hrs.

Respectively Submitted

1st Asst. Chief

A handwritten signature in black ink, appearing to read 'Susano Jimenez', written over a horizontal line.

Greenport Fire Department September 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<u>CHIEF'S CELLS:</u> 8-3-30: 631-445-0204 8-3-31: 631-644-5430 8-3-32: 631-466-5294	<u>Duty Companies:</u> 831 & 834 831 First due on 24's					1
2 Peconic Landing Fire-works 7pm 8-3-2,, 4, 17	3	4 Engel Hose Pump Ops St 1	5 Finance 7pm	6 ENGINE HOSE	7	8
9	10 Relief Hose Standard Hose	11 9/11 memorial Cochran Park 630pm Class A uniform	12 Phenix H&L	13 Rescue 7pm	14	15
16	17 Star Hose	18 Pump Ops St 1	19 Wardens 7pm ST1	20	21	22 Maritime Festival 10am-6pm
23 Maritime Festival 10am-6pm	24 Physicals	25 Pump Ops St 1 Private Dwelling Search @ Yaphank 8-3-4, 17 Lv 615pm	26 Physicals Company Officers 7pm St 1 ENOC - 9&1	27 Fire Police 6pm	28	29 Parade @ 11am Class C Uniform (GFD Polo & Cap)
30						

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
1																								
2																								
3																								
4																								
5	Barszczewski, Joseph	W	51	38	%	25	5	1.2	%	0	0	0	18	12	8	0	8	71		X	X	X		
6	Birmingham, Kenneth		1	0.7	%	0	0	0	%	0	0	0	2	1	2	0	0	5		X	X			
7	Bogardus, William		18	13	%	25	6	1.4	%	0	0	0	7	8	5	0	0	45		X	X	X		
8	Breese, Harry	D	36	27	%	25	3	0.7	%	0	0	0	7	12	3	0	0.75	47.75		X	X	X		
9	Bumble III, Charles		2	1.5	%	0	0	0	%	0	0	0	3	4	0	0	0	7						
10	Bumble, Samantha		1	0.7	%	0	0	0	%	0	0	0	2	0	2	0	0	4		X	X			
11	Butler, Michael		40	30	%	25	9	2.1	%	0	0	0	5	3	6	1	0	40		X	X	X		
12	Capon, George		51	38	%	25	114	27	%	25	0	0	10	10	4	0	0	74		X	X	X		
13	Carey, Patrick		27	20	%	25	11	2.6	%	0	0	0	8	13	4	0	0	50		X	X	X		
14	Carrig, Melinda		1	0.7	%	0	2	0.5	%	0	0	1	0	1	1	0	0	3						
15	Charters, Gary		8	6	%	0	12	2.8	%	0	0	0	5	1	3	0	0	9		X	X	X		
16	Clark III, Henry		0	0	%	0	0	0	%	0	0	0	1	3	0	0	0	4						
17	Clark, James	S	28	21	%	25	4	0.9	%	0	0	0	6	8	1	0	5	45					X	
18	Clark, Jeffrey		57	43	%	25	1	0.2	%	0	0	0	8	9	8	0	0	50		X	X	X		

Greenport Fire Department period ending August 31, 2018

maximum points in category

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
		elect/app	# Fire	%		pts	# EMS	%		pts		st/by	mtgs	misc	train	drill	pos(disl)	points		haz	hb	wp/sh	yap	
4																								
19	Corazzini, Jeffrey	L	7	5.2 %	0	5	1.2 %	0	0	0	1	0	0	0	3	0	5	9		X	X	X		
20	Corazzini, Warren		8	6 %	0	17	4 %	0	0	0	0	3.	3	3	3	0	0	9		X	X	X		
21	Corwin, Everett		55	41 %	25	142	33 %	25	0	0	0	10	9	3	3	0	0	72		X	X	X		
22	Corwin, Norma	W,C, (L)	35	26 %	25	134	31 %	25	0	0	0	20	6	5	1	1	15.25	97.25		X	X	X	X	
23	Corwin, Raymond		44	33 %	25	46	11 %	25	0	0	0	7	15	4	0	0	0	76		X	X	X		
24	Corwin, Robert	L,D,{C}	69	51 %	25	283	66 %	25	1	17	11	7	7	4	2	6.5	94.5		X	X	X	X	X	
25	Corwin, Scott		40	30 %	25	8	1.9 %	0	0	0	0	7	3	3	0	0	0	38		X	X	X		
26	Costas, Tom		33	25 %	25	16	3.7 %	0	0	0	0	7	8	3	0	0	0	43		X	X	X		
27	Creedon, Daniel	(L)	20	15 %	25	43	10 %	25	0	0	0	7	6	5	0	1.25	69.25					X		
28	Danisi, Megan		0	0 %	0	0	0 %	0	0	0	0	0	0	0	0	0	0	0	0					
29	De Kerillis, Alain	TL	47	35 %	25	178	41 %	25	0	0	0	8	3	25	0	8.75	94.75		X	X	X			
30	Detrick, Gary		11	8.2 %	0	2	0.5 %	0	0	0	0	4	5	0	0	0	0	9						
31	Ellis, Scott		6	4.5 %	0	31	7.2 %	0	0	0	0	5	4	3	0	0	0	12		X	X	X		
32	Ficurilli, Michael		44	33 %	25	7	1.6 %	0	0	0	0	6	7	8	0	0	0	46		X	X	X		
33	Flora, Michael	L	47	35 %	25	8	1.9 %	0	0	0	0	8	7	3	0	3.75	46.75		X	X	X			
34	Garcia-Dinizio, Gloria		1	0.7 %	0	7	1.6 %	0	0	0	0	0	2	0	0	0	0	2						
35	Golden, Danielle		3	2.2 %	0	7	1.6 %	0	0	0	0	2	1	1	1	0	0	5					X	

points as of AUGUST 31, 2018 prepared by James H. Kalin

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
		elect/app	# Fire	%	pts	# EMS	%	pts	st/by	mtgs	misc	train	drill	pos(dis)	points	haz	hb	wp/sh	yap					
4																								
36	Goldstein, Myron		0	0%	0	0	0%	0	0	0	1	0	0	0	1									
37	Grattan, Timothy		22	16%	25	2	0.5%	0	0	6	2	0	0	0	33									
38	Gray, Sally Anne		22	16%	25	136	32%	25	0	2	4	5	0	0	61									
39	Grilli, Jared		0	0%	0	0	0%	0	0	8	3	2	0	0	13									
40	Grilli, Jennifer		2	1.5%	0	4	0.9%	0	0	11	7	3	0	0	21									
41	Grilli, John	W	3	2.2%	0	6	1.4%	0	0	17	8	3	0	8	36									
42	Hamilton Jr., Robert	D	56	42%	25	15	3.5%	0	0	7	12	4	0	3	51									
43	Hanold, Christopher	D,C	29	22%	25	48	11%	25	1	9	15	6	1	8.75	90.75									
44	Harris, Cliff	C	16	12%	25	2	0.5%	0	0	6	7	3	0	8	49									
45	Harris, Peter	L,T	57	43%	25	18	4.2%	0	0	13	15	9	0	10	72									
46	Hays, Spencer		21	16%	25	4	0.9%	0	0	3	7	1	0	0	36									
47	Hollid, Scott	C	34	25%	25	3	0.7%	0	0	10	7	3	0	8	53									
48	Hubbard Jr, George		15	11%	25	3	0.7%	0	0	10	9	3	0	0	47									
49	Hughes, Colleen	S	21	16%	25	43	10%	25	0	8	11	6	0	1.25	76.25									
50	Huzsek, Andrew H		73	54%	25	10	2.3%	0	0	11	11	8	0	0	55									
51	Hydell, Carol	S	28	21%	25	12	2.8%	0	1	12	13	5	1	5	62									
52	Hydell, Charles	L	42	31%	25	33	7.7%	0	1	11	14	6	1	5	63									

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	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
		elect/app	# Fire	%	pts	# EMS	%	pts	st/bv	mtes	misc	train	drill	pos(dis)	points	haz	hb	wp/sh	yap					
4	Jenkins, Karolyn		3	2.2 %	0	2	0.5 %	0	0	5	5	2	0	0	12		X	X						
53	Jensen, Warren	W	23	17 %	25	1	0.2 %	0	0	14	9	3	0	8	59	X	X	X						
54	Jester, Robert		10	7.5 %	0	6	1.4 %	0	0	8	12	12	1	0	33	X	X	X						
55	Jimenez, Susano	CH	96	72 %	25	249	58 %	25	0	20	15	9	2	25	121	X	X	X						X
56	Johnson, Craig	L	27	20 %	25	56	13 %	25	0	7	8	25	0	5	95		X	X						
57	Kalin, James	CH,T,(WD)	101	75 %	25	322	75 %	25	1	20	15	9	0	25	120	X	X	X						
58	King, David	T,D	55	41 %	25	16	3.7 %	0	1	10	12	3	0	8	59	X	X	X						
59	Kostal, Shelby		1	0.7 %	0	1	0.2 %	0	0	2	0	0	0	0	2									
60	La Du, Claudia		0	0 %	0	0	0 %	0	0	0	0	0	0	0	0									
61	Land, Shannon		0	0 %	0	0	0 %	0	0	0	0	0	0	0	0									
62	Luke, Alexander		30	22 %	25	10	2.3 %	0	0	7	9	11	1	0	53	X	X	X						
63	Maloney, Michael		9	6.7 %	0	2	0.5 %	0	0	7	8	9	1	0	25	X	X	X						X
64	Manwaring, Julia		43	32 %	25	36	8.4 %	0	1	14	5	25	0	0	70	X	X	X						
65	Manwaring, Wayde	C	54	40 %	25	58	13 %	25	1	16	5	19	0	8	99	X	X	X						
66	Marzewski, Macy		7	5.2 %	0	0	0 %	0	0	8	9	8	0	0	25	X	X	X						
67	Marzochia, Jerome	W	16	12 %	25	24	5.6 %	0	0	16	7	8	0	8	64	X	X	X						

points as of AUGUST 31, 2018 prepared by James H. Kalin

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
4		elect/app	# Fire	%	pts	# EMS	%	pts	st/by	mtrs	misc	train	drill	pos(dis)	points	haz	bb	wp/sh	yap					
69	Mazzei, Aileen		5	3.7%	0	1	0.2%	0	0	6	11	4	1	0	22	X	X	X	X					
70	Melly, Megan	L	22	16%	25	56	13%	25	0	2	8	2	0	3.75	65.75	X	X							
71	Miller, Joseph		3	2.2%	0	5	1.2%	0	0	1	1	3	0	0	5	X	X	X						
72	Miller, Wayne	(CH)	35	26%	25	65	15%	25	0	13	14	3	0	6.25	86.25	X	X	X						
73	Mills, William, III		0	0%	0	0	0%	0	0	2	1	3	0	0	6	X	X							
74	Milovich Jr., Joseph	W	54	40%	25	5	1.2%	0	1	16	10	3	0	8	63	X	X	X						
75	Mims, Ralph		0	0%	0	0	0%	0	0	0	0	0	0	0	0									
76	Morris, Gregory		3	2.2%	0	0	0%	0	0	1	3	2	0	0	6		X	X						
77	Musto, Francis	S	69	51%	25	215	50%	25	0	16	14	9	2	3.75	94.75	X	X	X	X					
78	Myslowski, Henry		1	0.7%	0	0	0%	0	0	7	4	3	0	0	14	X	X	X						
79	Myslowski, Linda		0	0%	0	5	1.2%	0	0	1	2	0	0	0	3									
80	Nedoszytko, William	S	0	0%	0	0	0%	0	0	6	2	0	0	5	13									
81	Nyce, David	W,L	104	78%	25	131	30%	25	1	18	15	9	1	13	107	X	X	X	X					
82	Parker, Jason	D	27	20%	25	66	15%	25	0	3	1	0	0	1.25	55.25									
83	Pirillo, James A. (s)		62	46%	25	6	1.4%	0	0	8	9	9	1	0	52	X	X	X						
84	Pirillo, James J. (f)		35	26%	25	4	0.9%	0	0	11	12	9	1	0	58	X	X	X						
85	Pope, George	(L),D	88	66%	25	175	41%	25	0	15	7	10	1	2	85	X	X	X						

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	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
4		elect/app	# Fire	%		pts	# EMS	%		pts		st/by	mtgs	misc	train	drill	pos(d/s)	points		haz	bb	wp/sh	yap	
86	Purcell, Bernard		130	97%		25	208	48%		25		1	13	15	7	2	0	88		X	X	X	X	
87	Purcell, Ryan	C	4	3%	0	0	0	0%	0	0		1	7	5	3	0	8	24		X	X	X	X	
88	Quillin, Michael	D	36	27%	25	2	0.5	0%	0	0		0	5	14	8	0	0.75	52.75		X	X	X	X	
89	Raynor, Dale		55	41%	25	15	3.5	0%	0	0		0	6	12	9	1	0	53		X	X	X	X	
90	Reiss, Helen	L	47	35%	25	207	48%	0%	25	25		0	9	7	16	0	5	87		X	X	X	X	
91	Rempe Jr, Fred		27	20%	25	87	20%	0%	25	25		0	4	6	2	0	0	62		X	X	X	X	
92	Richter, Michael	T,T	29	22%	25	123	29%	0%	25	25		0	12	5	5	0	10	82		X	X	X	X	
93	Rosa, Lisa		8	6%	0	10	2.3	0%	0	0		0	9	8	11	0	0	28		X	X	X	X	
94	Ruffner, William		0	0%	0	0	0	0%	0	0		0	1	1	0	0	0	2						
95	Rung, Rosalie		0	0%	0	9	2.1	0%	0	0		0	3	1	0	0	0	4						
96	Rutkowski, Stephen	L	82	61%	25	201	47%	0%	25	25		2	16	13	6	2	3.75	92.75		X	X	X	X	
97	Sieban, Edward	S,T,W	2	1.5%	0	4	0.9	0%	0	0		0	14	3	3	0	18	38		X	X	X	X	
98	Skrezec, John		71	53%	25	103	24%	0%	25	25		0	8	9	3	0	0	70		X	X	X	X	
99	Spanos, James		1	0.7%	0	0	0	0%	0	0		0	3	1	0	0	0	4						
100	Spinozzi, Matthew		59	44%	25	97	23%	0%	25	25		0	2	2	25	0	0	79						
101	Staples, Halsey		58	43%	25	100	23%	0%	25	25		0	6	2	3	0	0	61		X	X	X	X	
102	Stoner, Gary		35	26%	25	6	1.4	0%	0	0		0	6	4	0	1	0	36					X	

points as of AUGUST 31, 2018 prepared by James H. Kalin

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
		elect/app	# Fire	%	pts	# EMS	%	pts	st/by	mtgs	misc	train	drill	pos(dis)	points	haz	bb	wp/sh	yap					
4																								
103	Stoner, Kylie		24	18 %	25	102	24 %	25	0	1	2	0	0	0	53									
104	Tarnin, John		89	66 %	25	155	36 %	25	0	9	11	3	0	0	73	X	X	X						
105	Tejada, Yira		3	2.2 %	0	10	2.3 %	0	1	4	2	25	0	0	32			X						
106	Thorp, Thomas		21	16 %	25	10	2.3 %	0	0	5	6	0	0	0	36									
107	VanEtten, George		39	29 %	25	16	3.7 %	0	1	9	10	6	1	0	52	X	X	X						
108	Verity, Michael		1	0.7 %	0	1	0.2 %	0	0	2	2	3	0	0	7	X	X	X						
109	Volinski, Antone, Jr.		80	60 %	25	144	33 %	25	0	7	7	4	1	0	69	X	X	X						
110	Volinski, Antone, III	W	46	34 %	25	188	44 %	25	0	10	7	7	0	8	82	X	X	X						
111	Volinski, Darryl	(L)	17	13 %	25	44	10 %	25	0	4	4	3	0	1.25	62.25	X	X							
112	Walker, David		1	0.7 %	0	2	0.5 %	0	0	2	1	2	0	0	5	X	X							
113	Walters, Joseph		1	0.7 %	0	0	0 %	0	0	6	2	3	0	0	11	X	X	X						
114	Weingart, Jeffrey	CH	46	34 %	25	56	13 %	25	0	10	12	7	0	25	104	X	X	X						
115	Wright, William	L	67	50 %	25	10	2.3 %	0	1	10	13	4	1	3.75	57.75	X	X	X						
116	Zurek, Gregory		19	14 %	25	11	2.6 %	0	0	10	8	4	1	0	48	X	X	X						
117	Zurek Jr, Stanley		20	15 %	25	8	1.9 %	0	0	12	2	4	0	0	43	X	X	X						
118																								

points as of AUGUST 31, 2018 prepared by James H. Kalin

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MEETING OF THE BOARD OF WARDENS

WEDNESDAY August 15, 2018

OPENING

Chief Jeffrey Weingart opened the meeting at 7:00pm with The Pledge of Allegiance to the Flag and a moment of silence for the departed members.

ATTENDANCE

Chief Jeffrey Weingart

1st Ass't Chief Susano Jimenez

2nd Ass't Chief James Kalin

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 Peter Harris and John Grilli of Phenix Hook & Ladder Co. #1

THOSE WISHING TO ADDRESS THE BOARD – None.

READING OF THE PREVIOUS MINUTES

Motion made by Peter Harris, seconded by Edward Sieban, to approve the minutes of the July 18, 2018 meeting of the Board of Wardens as printed and distributed. Motion Carried.

FINANCE COMMITTEE- No Report.

COMPANY OFFICERS' MEETING MINUTES- No Report.

TREASURER'S REPORT

The Treasurer's report for the period of July 19, 2018 through Aug 15, 2018 was read by Secretary/Treasurer James Kalin. Motion made by E. Sieban, seconded by D. Nyce, to accept the treasurer's report as read. Motion carried. (report attached)

1. Antone Volinski, III asked if any of the picnic expense was going to be coming out of the Village. He also asked why it was coming out of the May Mile Fund. James Kalin asked what expense code it would be put under if it came out of the Village. Warren Jensen mentioned that it has been coming out of the May Mile since it has been catered. Antone Volinski, III also mentioned that the amount of the picnic never came in front of the board and he feels that it should have. He also thinks that expenses should be cut down for next year. Chief Weingart said that the May Mile Fund is to benefit the members and he believes it is an appropriate place for the money to come out of. W. Jensen agreed, but said that the picnic should have been better discussed and publicized.

BILLS- None.

COMMUNICATIONS

1. A letter from Chief Reiter from Shelter Island Fire Dept. saying Fire Fighter Travis Marker left in good standing. Enclosed were his Fire Fighter 1 certificate & Hazmat certificate. Warren Jensen asked if the rest of his application was complete. James Kalin said it was and that this is pretty much what they were waiting for.
2. Shelter Island's Chicken BBQ, September 22, 2018, Shelter Island Fire Department.
3. FDNY Cash Bonanza to raise money for Memorial Fund, September 22, 2018, Marine Corps League in Massapequa.
4. \$20 Donation Shirt "In Loving Memory of Maj. Tripp Zanetis"
5. Cutchogue Fire Department's 7th Annual Stuff the Sleigh 5k and Toy Drive, December 9, 2018. Looking for sponsors.
6. (2) \$75 check donations to GFD from Tim Betancourt from Brooklyn.

Motion by Edward Sieban, seconded by Norma Corwin, to file and/or forward all communications, Motion carried.

APPLICATIONS FOR MEMBERSHIP-

1. Motion made by W. Jensen, seconded by James Kalin, to accept Travis Maker into Eagle Hose Company of GFD. Motion Carried.
2. Motion made by James Kalin, seconded by David Nyce, to accept Harley Britt (who is a former member reapplying) into Standard Hose Company of GFD. Motion Carried.

REPORTS OF COMMITTEES

Buildings and Grounds

1. Chief Weingart received specs from Derryl Baumer from The Village for Station 1's roof and gutter work. David Nyce asked if removing the vent/exhaust fan currently in the roof should be included in the specs. All Wardens agreed it should be. Antone Volinski, III also mentioned that last

month the aluminum fascia was discussed and that it should be Aztec fascia. He also mentioned that GFD definitely wants plywood roof sheathing ½ inch or better. Chief Weingart said that he would like to add something in the roof to get the heat out of the bay. He said it's been really hot in the bays. He asked how the board felt. Warren Jensen stated that he doesn't think anything should be added into the roof. He mentioned maybe adding something in the gable ends, putting an intake & exhaust. W. Jensen also mentioned that the other thing to look at is the addition to the generator building. He reported that it was built right over the Yankee gutters so that needs to be repaired correctly. Antone Volinski, III reported that it is the same thing with the radio room as well. W. Jensen said to just make sure it is mentioned to Derryl and added to the specs before it goes out. Chief Weingart will make sure the changes are made and have them put out.

2. Joseph Milovich reported that the gutters for the back building were taken care of.
3. A. Volinski, III asked what was happening with Station 1s floors. He said that it was scheduled for this year. Chief Weingart reported that he has a quote in the Chiefs office. It is approximately \$82,000 for the main building and approximately \$30,000 for the back building. He also reported that there is \$200,000 in the line item. Antone Volinski, III said that they should be started before the cold weather comes. Motion made by Antone Volinski, III, seconded by Joseph Milovich, to start station 1's floors. Motion Carried.
4. Joseph Milovich asked what the status was on the 3 year plan, if GFD was worried about the budget. Chief Weingart stated that Robert bumped up the budget because he knew GFD wanted to do both the roof & the floor. Peter Harris mentioned that there is \$200,000 and we know that the floor is \$80,000, but don't know exactly how much the roof is going to cost, which will probably end up using the rest of the money. He said that the back building should be put off until next year. He wanted to know if there was money left over if it would roll into next year's budget and wouldn't be lost. W. Jensen stated that the money is not lost if we don't use it, that it goes into the apparatus replacement account. D. Nyce added that we could encumber it before the end of the year as well. It was also mentioned that there will be other expenses throughout the

year. Chief Weingart said that there is around \$3,000 worth for the hot water heater, sewer pipe, and installation for down stairs.

Bylaws- No Report.

Finance – No Report.

Fire District – No Report.

Pre-Incident Planning- No Report.

Service Awards- James Kalin reported that the extension on the service rewards program that was voted on passed overwhelmingly approximately 75-13.

Recruitment- No Report.

Casualty Fund - No Report.

Funeral- No Report.

Communications- No Report.

Trips & Travel- No Report.

COMPANY REQUESTS

Eagle Hose Co. #1- Budget items.

Relief Hose Co. #2- Budget items, permission to hold a raffle for a piece of jewelry that was donated to the company. They would like to start it around Maritime Festival & let it run to around Thanksgiving so that whoever wins it could give it as a Christmas gift if they wanted to. Another request to that the 2% money goes back to equal split as opposed to it being based on how many members are in the company. Chief Weingart said that it should be brought back to each company. James Kalin said he will check on the state law for that as well.

Star Hose Co. #3- Saw blade.

Standard Hose Co. #4- helmet shield, hood, gloves for probie, status on new 834. Chief Weingart said he will find out tomorrow. 1st Ass't Chief Susano Jimenez reported that it was asked if it could be put off for a month before bringing it up because they wanted to do the vote first for the service awards. They didn't want to throw too much at the Village at one time. D.Nyce said that we could have people there to answer any questions they might have. D. Nyce also mentioned that there was a demonstration on hydraulic tools at the last department training. He is putting in a request for one full set of hydraulic tools being that they are easy to use, work better, and have a higher cutting capacity. He passed around a quote for cutters, spreaders, and all supplies needed for \$37,310. He also passed around a quote for a windshield cutter for \$628 dollars. He said he understands that it might not come out of this year's budget, but it asking permission to authorize it for when we can afford it. A.Volinski III asked if any of it is on state bid. David Nyce said that he would confirm that they're on state contract first. Chief Weingart stated that we can act on the windshield cutter since it is under \$2,500.

Motion made by Joseph Milovich, seconded by Antoine Volinski III, to purchase the windshield cutter for \$628. Motion Carried.

Phenix Hook & Ladder Co. #1- Permission to hold a corn hole tournament at Station 1- no tentative date yet, budget items, and 2 pagers. Chief Weingart said he has new pagers and to give the older members the newer pagers and then give the newer members their pagers.

Rescue Squad- Norma Corwin and Craig Johnson want to take the 12 Lead Made Simple Class in November. They brought it to the squad and it was approved. The squad wanted it to be taken to The Board of Wardens so that there isn't an issue with reimbursement. It is \$225 per person.

Motion made by Warren Jensen, seconded by John Grilli, to allow the two members to take the 12 Lead Class. Motion Carried.

Fire Police- No Report.

Water Rescue- No Report.

UNFINISHED BUSINESS –

1. Warren Jensen asked what the status of the boat was. 1st Ass't Chief Susano Jimenez reported that the boat is ready and in the water. He is just waiting for the Coast Guard to inspect it. It is located at the Hospital dock. W. Jensen asked if everything was running good and if it could be used if GFD really needed it. 1st Ass't Chief Susano Jimenez said yes, it is running good and could be used if needed.
2. Warren Jensen mentioned that the installation dinner was brought up at the last meeting and wanted to know if there was a date for that yet. Chief Weingart mentioned that he is looking at January 12th, 2019. He is looking at the Legion and it will be catered. Antone Volinski III mentioned that The Board of Wardens made a motion last month that the Installations would be in May and now it runs into the next year.
3. Chief Jeffrey Weingart mentioned the website. James Kalin reported that he needs a person from each company to submit anything they want to put on their company page on the website- photograph, history, roster etc. Warren Jensen asked if it should be the Company Captain. J. Kalin said that is fine, but it doesn't have to be. They can submit the information to J.Kalin who will then submit the information to Firehouse Solutions. W. Jensen asked when he needed the information. James Kalin reported that it would be good if he had it in the next couple of weeks.

REPORTS OF DELEGATES- No Report.

NEW BUSINESS- No Report.

GOOD OF THE DEPARTMENT-

4. Pete Harris said that the sign needs to be made accessible for other people to put stuff on and take stuff off. 1st Ass't Chief Jimenez mentioned that it is already done. Antone Volinski III asked if something could be put on the sign thanking the community for passing the extension of the rewards program.
5. A. Volinski III said that it was brought to his attention that at the last 3 Village Board meetings there was not a Chief in attendance and they aren't getting the reports that are asked for. Much discussion was held.

6. David Nyce mentioned that members were complaining that some of the members that were on the scene of the fatal MVA were not properly dressed, wearing flip flops and not in turn out gear. A. Volinski asked if that was including EMS or just Fire Fighters. D. Nyce believes that it was just Fire Fighters. W. Jensen mentioned that he had similar complaints at his company meeting about another MVA that occurred. W. Jensen said that it is something that should be discussed at The Company Officer's meeting. Joseph Milovich mentioned that there used to be critiques and asked if GFD should go back to that. Chief Weingart said that if there is a problem during a call, everyone comes back to the fire house- something should be said then. Norma Corwin mentioned that on August 23rd at 7:00pm at ELIH, they are bringing out Stonybrook, Suffolk County EMS, GFD especially. The main topic is the fatal MVA so she thinks it is going to be dissected. She said there are other issues that have come out of that MVA and she is not sure if that is where it is going to be brought up.
7. D. Nyce said that in the summer for the Yaphank training they are having a really hard time getting enough people to go and understand that it has been tried in the past, but wants to know if there is potential of GFD teaming up with East Marion & Orient to do training at Yaphank moving forward. Chief Weingart reported that at the Chiefs Council Meeting all of the training nights that they get from the county are brought there and it should also be up on the website. David Nyce said that rather than each department sending in dates, what if we just said here are the dates for Greenport, East Marion, and Orient. Chief Weingart stated that the county is not going to go for that.
8. D. Nyce brought up that there has been a lot of discussion about how a lot of signal 13s are going to signal 4 and people are upset about that. He wanted to clarify that for a signal 4 you are not necessarily going the same pace. Use lights, and use sirens as necessary, but going at a slower pace. He asked that the protocol be changed because in the summer time on 6th street, getting onto Front Street is difficult. James Kalin said that if you have red lights on you are not going to sit at the stop sign waiting. D. Nyce said that the last time they went for a signal 4 they had an incredibly hard time getting out. Warren Jensen said that the Chief gave a signal 4, they don't need you there right away. D. Nyce's response to that was then why not remain as a signal 9 at the house. J. Kalin said that as his limited time here as 2nd asst Chief, he would call for a signal 4

when it is not necessary for someone to be in danger to respond to the call. When there is no life safety hazard at the scene, he does not want any member being put into a dangerous situation rushing with lights and sirens, if it is not necessary. D. Nyce said that they are having an increasingly difficult time getting from station 2 to the main road when it is a signal 4 and there are members that are frustrated and now are like it's a signal 13 and not responding. Norma Corwin asked if the signal 13s can be changed into Chiefs investigation. She said that people aren't coming to the calls now. She said that everyone is getting frustrated and morale is going down. Much more discussion ensued. David Nyce said that it is going to get to the point where nobody is going to want to respond unless they think it is really going to be something. Chief Weingart reported that the state law is if you have red lights on you must have a warning or audible device on. That is NYS BTL. He also reported that a signal 4 is all apparatus respond with lights and sirens if necessary. David Nyce said that he is fine with that answer, but Norma's suggestion of the Chief's investigations at signal 13s needs to have more discussion until there is a working solution.

9. Motion made by Antone Volinski III, seconded by John Grilli, to allow both companies to hold their fundraisers. Motion Carried.
10. Joseph Milovich said that Bernie Purcell was asking where the DiBenetto training was being held. James Kalin reported that he gave Bernie the information. Motion made by Edward Sieban, seconded by Pete Harris, to allow Bernie to go to the 2018 Lt. Joseph P. DiBernardo Memorial Foundation Seminar on Nov. 3 & 4, 2018. Motion Carried.

READING OF THE MINUTES

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

ADJOURMENT

Motion by Pete Harris, seconded by David Nyce to adjourn. Motion carried. The meeting was adjourned at 8:21 pm.

Submitted by,

Rebecca J. Jensen

Recording Secretary

GREENPORT FIRE DEPARTMENT
TREASURERS REPORT
07/19/2018 thru 08/15/2018

GENERAL FUND		<u>beginning balance</u>	\$ 55,360.34
	<u>receipts</u>	J. Kalin def drv rebate	+ \$51.75
		chiefs election - reimb.	+ \$694.67
		donation - Prenderville	+ \$25.00
	<u>expenditures</u>	Staples office supplies	- \$14.30
		McMann Price def drv x3	- \$105.00
		2% distr. - 5 companies	- \$48,595.64
		<u>ending balance</u>	<u>\$7,416.82</u>

MEMORIAL FUND		<u>balance unchanged</u>	<u>\$646.94</u>
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MAY MILE FUND		<u>beginning balance</u>	\$ 28,398.84
	<u>expenditures</u>	P C Richards - fridge Sta #1	\$ -1,044.76
		Polywoda Bev. - picnic	\$ - 838.93
		Star Hose - ice - picnic	\$ - 124.75
		North Fork Party - picnic	\$ -1,400.00
		J. Smiley, caterer - picnic	\$ -5,000.00
		C. Hydell - stairwell work	\$ - 465.00
		<u>ending balance</u>	<u>\$ 19,525.40</u>

WATER RESCUE SQUAD FUND		<u>balance unchanged</u>	<u>(\$51.96)</u>
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WASH. B'DAY FUND		<u>beginning balance</u>	(\$713.95)
	<u>expenditures</u>	Island Portables	- \$445.00
		<u>ending balance</u>	<u>(\$1,158.95)</u>

RESCUE SQUAD 2% FUND		<u>balance unchanged</u>	<u>\$5,068.36</u>
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submitted by James H. Kalin, Secretary-Treasurer



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: September 13, 2018
Meeting: September 20, 2018 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

September 20, 2018

Administrator's Office

Statistics

Work Orders:

Electric = 33 Written, 33 Completed
Water = 14 Written, 14 Completed
Sewer = 47 Written, 47 Completed
Road = 69 Written, 69 Completed

Reports

- ❖ DOH-360: This is a monthly report for bacteriological presence and residual chlorine levels, it was sent on 09-06-2018. 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 09-14-2018.

Topics of Discussion:

Costello Marine Mooring Request

Resolutions:

Hiring of Juan Diaz

NYAPP Fall Conference

Campground Rate Increase

Lead Water Service Line Replacement Program

Urban County Cooperation Agreement with Town of Southold

Road/Water Department

Statistics

Water Distribution:

11,699,000 Gallons Sold

Sampling:

All water samples complied with Department of Health requirements.

Locations: 419 Sixth Street - Slop Sink
Total Coliform = Negative
E Coli = Absent
Residual Chlorine = 0.79 mg/L

Third Street Firehouse - Kitchen Sink
Total Coliform = Negative
E Coli = Absent
Residual Chlorine = 0.93 mg/L

The form, DOH-360, was filed with the DOH on September 6, 2018 outlining the above results.

Report

Tasks Accomplished:

- ❖ Performed water machine maintenance.
- ❖ Cleaned the tops of all storm drains and swept streets.
- ❖ Patched Roads throughout the village.
- ❖ Repaired water service on Front Street
- ❖ Replaced fence rails at Fifth Street Park
- ❖ Cleaned gutters in parking lots
- ❖ Painted stop bars throughout the village
- ❖ Cleaned up and removed derelict structures at Skate Park
- ❖ Weeded plantings around the village
- ❖ Repaired garbage can at Third Street Basketball Court
- ❖ Did maintenance on equipment
- ❖ Installed stop signs and painted stop bars at end of 5th and 6th Streets
- ❖ Updated and replaced several signs throughout village
- ❖ Put additional trash cans downtown
- ❖ Began preparing equipment for winter
- ❖ Trimmed trees on Adams Street and Front Street

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 August = 10,846,000 gallons.

Average Daily Flow = 0.350 million gallons/day. (MGD). Permit limit = 0.650 MGD

Total Suspended Solids, (TSS) % removal = 98% Permit limit = 75%

Carbonaceous BOD Removal, (CBOD) = 98% Permit limit = 75 %

Coliform Fecal General = <10.8 MPN/100 Permit limit = 200 MPN/100

Coliform Total General = 23.0 MPN/100 Permit limit = 700 MPN/100

Total Nitrogen in effluent = 11.1 lbs/day

Mercury = 3.12 ng/l

Sludge Removal:

42,000 gallons of sludge was hauled during August.

Report

❖ Treatment Plant:

Repaired RAS meter and recalibrated dissolved oxygen controller for BNR Basins

De-ragged nitrate recirculation pump for BNR Basin No. 1

Replaced rubber on skimmer arms for East and West Clarifiers

Cleaned algae from UV channel

De-ragged primary anoxic zone mixer in BNR Basin No. 2

Cleaned grit from catchall sump

Performed intensive coliform sampling - no limits exceeded

❖ Collection System:

Did markouts on 9th Street, Wiggins Street, Front Street, and Main Street

Repaired fuel line on Central Pump Station generator

Had all pumps at the lift stations inspected

Electric Department

Statistics

Monthly Power Usage:

Maximum usage day = August 3rd @ 139.149 Mwh

Minimum usage day = August 20th @ 95.984 Mwh

Peak Demand = August 29th @ 3:00 PM 7.284 Mw

Monthly total usage = 3,723.323 Mwh

Greenport Meter Daily Totals Sheet is attached

Service calls/call outs = 5

Street light repairs = 15

Customers shut off for non-payment = 10

Customers turned on for payment = 10

Customers turned on for the season = 0

New Services/Service Upgrades = 3

Tasks Accomplished:

- ❖ Ran engine No. 6 for testing and training
- ❖ Trimmed trees at several locations
- ❖ Serviced and repaired street lights
- ❖ Repaired pole grounds on some utility poles
- ❖ Changed out electric meters due to upgrades
- ❖ Put up banners at entrances to village for events
- ❖ Made repairs to lines that were damaged in storms
- ❖ Main entry gate to plant was malfunctioning and is now repaired
- ❖ Had the fuel system at the Power Plant calibrated

Attachments:

Greenport Meter Daily Totals August 18(PDF)

Lead Water Service IMA (PDF)

Urban County Coop IMA (PDF)

Daily Totals - GREENPORT

Customer Information

Name: GREENPORT JEMSTAR
 Address: Village of Greenport
 Long Island
 Acct. No:
 Meter No: KW DEL

Wed Aug 1 2018 to Fri Aug 31 2018

Total Usage: 3,723,323.00 KWH
 Peak Demand: 7,284.00 KW
 Occurred On: Aug 29 2018 15:00
 Load Factor: 68.70 %

Period Ending	Ch. 1 (KWH)
08/01/2018	117,798.00
08/02/2018	131,472.00
08/03/2018	139,149.00
08/04/2018	127,142.00
08/05/2018	128,040.00
08/06/2018	136,230.00
08/07/2018	137,159.00
08/08/2018	133,027.00
08/09/2018	131,213.00
08/10/2018	129,267.00
08/11/2018	116,774.00
08/12/2018	116,338.00
08/13/2018	105,815.00
08/14/2018	115,381.00
08/15/2018	117,554.00
08/16/2018	126,738.00
08/17/2018	128,389.00
08/18/2018	127,122.00
08/19/2018	97,806.00
08/20/2018	95,984.00
08/21/2018	96,341.00
08/22/2018	111,086.00
08/23/2018	101,003.00
08/24/2018	106,583.00
08/25/2018	106,657.00
08/26/2018	103,747.00
08/27/2018	119,925.00
08/28/2018	131,403.00
08/29/2018	137,506.00
08/30/2018	137,319.00
08/31/2018	113,355.00

**IMA Town of Southold and Village of Greenport
Suffolk County Urban County Cooperation Agreement
September 9, 2018**

Intermunicipal Agreement

This Intermunicipal Agreement (“IMA”) 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, New York 11944**.

Term of Agreement: Shall be from October 1, 2018 to September 30, 2019

Total Cost of Agreement: Cost as provided in this IMA.

Whereas, the Town has entered an Urban County Cooperation Agreement with Suffolk County (the “County”) through its duly constituted Office of Economic Development and Planning, having an office located at H. Lee Dennison Building, 100 Veterans Highway, Hauppauge, New York 11788 (the “Agreement”) (Exhibit A); and

Whereas the Agreement provides a legal mechanism through which the County may act as an Urban County to apply for, receive, and disburse federal funds available to such urban counties under Title I of the Housing and Community Development Act of 1974 (PL 93-383), as amended, and Title II of the National Affordable Housing Act of 1990, as amended (hereinafter collectively referred to as the “Acts”) to provide for substantial federal grounds being made to certain counties for use therein; and

Whereas Suffolk County, in accordance with the Agreement, is offering municipalities that are located in Suffolk County the ability to access the funds available from the Acts for projects in their respective jurisdictions through the County by an Urban County Cooperation Agreement; and

Whereas Southold Town is a member of the Consortium in accordance with the Agreement and the Town currently participates in the Suffolk County Consortium for grant funding opportunities from HUD; and

Whereas the Village of Greenport is not enrolled as a member of the Consortium but the Village of Greenport may participate in the benefits of the Consortium as a municipality within the geographic boundaries of the Town of Southold; and

Whereas the Village of Greenport boundaries fall within the geographic boundaries of the Town of Southold; and

Whereas, the Village of Greenport would like to participate in the submission of proposals for consideration of grant funding using the Funds;

**IMA Town of Southold and Village of Greenport
Suffolk County Urban County Cooperation Agreement
September 9, 2018**

Now, Therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree and enter this Inter Municipal Agreement (“IMA”) as follows:

1. The term of this IMA shall be from October 1, 2018 to September 30, 2019.
2. The Village of Greenport will provide the Town of Southold with the proposals for four projects (proposal outlines attached as Exhibit B) which the Town of Southold agrees to submit and shall submit through the Consortium on behalf of the Village of Greenport for grant consideration and funding approval.
3. The Town of Southold shall administer the grant application submission process for the Village of Greenport for all four of the designated Village of Greenport projects.
4. The Town of Southold will take lead status and administer all aspects of any projects proposed by the Village of Greenport that have been awarded grant Funds, with the Village of Greenport monitoring the physical construction.
5. All grant award amounts shall be paid for by the Town of Southold, with the expectation of reimbursement from the grant award proceeds.
6. For each of the four projects (Exhibit B), the Village of Greenport shall provide all funding not expected to be reimbursed from grant award proceeds.
7. The Town of Southold shall indemnify and hold harmless the Village of Greenport from any liability of the Village due to a breach of this Agreement by the Town of Southold or the failure of the Town of Southold to perform its obligations under the Agreement or this IMA, and for any additional costs or expenses of the Village of Greenport other than those detailed in the Agreement or this IMA, except those that may arise from the gross negligence of the Village of Greenport.
8. The Town of Southold shall obtain and maintain, and provide proof thereof, a policy of general liability and hazard insurance with an A-rated insurance company during the term of this IMA naming the Village of Greenport as additional insured with respect to occurrences under the Agreement and this IMA, in the amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) per annum, and the Village of Greenport shall obtain and maintain, and provide proof thereof, a policy of general liability and hazard insurance with an A-rated insurance company during the term of this IMA naming the Town of Southold as additional insured with respect to occurrences under this IMA in the amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) per annum.

**IMA Town of Southold and Village of Greenport
Suffolk County Urban County Cooperation Agreement
September 9, 2018**

9. It is expressly agreed that if any term or provision of this IMA, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this IMA, 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 IMA shall be valid and shall be enforced to the fullest extent permitted by law.

10. It is expressly agreed that this IMA represents the entire agreement of the parties, that all previous understandings are merged in this IMA. No modification of this IMA 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

By: _____
Hon. Scott Russell
Supervisor

Date: _____

Village of Greenport

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

Date: _____

**IMA Town of Southold and Village of Greenport
Suffolk County Urban County Cooperation Agreement
September 9, 2018**

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

*

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.

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Acknowledgement

**IMA Town of Southold and Village of Greenport
Suffolk County Urban County Cooperation Agreement
September 9, 2018**

**Exhibit A
Suffolk County Urban County Cooperation Agreement**

**IMA Town of Southold and Village of Greenport
Suffolk County Urban County Cooperation Agreement
September 9, 2018**

**Exhibit B
Greenport Projects to be Submitted for Grant Funding**



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

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VILLAGE ADMINISTRATOR
PAUL J. PALLAS, P.E.
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CLERK
SYLVIA PIRILLO, RMC
EXT. 206

TREASURER
ROBERT BRANDT
EXT. 217

Submitted: September 13, 2018
Meeting: September 20, 2018 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 – Building

Work Session Report for Building Department

September 20, 2018

Building Inspector's Office

Reports

- ❖ The Fire Marshal and Code Enforcer continue to process building applications.
- ❖ Construction progress inspections and safety checks are performed regularly.
- ❖ Rental permit inspections are also being conducted regularly as the permits come in.

Building Department statistics are attached.

Code Enforcer's Office

Reports

- ❖ Regular patrols of the Village are being conducted.
- ❖ Complaints and concerns are responded to in a timely manner.

Traffic Enforcement Statistics Report is attached.

Code Enforcement Report is attached.

Fire Marshal Report is attached.

Attachments:

Building Department Rep 092018 (PDF)

Park Enf Rep 092018 (PDF)

Code Enf Rep 092018 (PDF)

Fire Marshal Rep 092018 (PDF)



Village of Greenport Building Department

September 1, 2018

Monthly Report REPORT COVERING 8/01/2018 through 8/31/2018

Incorporated Village

PERMIT TYPE	PERMIT NO.	PERMIT DATE	PARCEL ID	LEGAL ADDRESS	STATUS
Existing Commercial	02736	August 1, 2018	2.-1-21.2	Webb Street, Greenport, New York 11944	OPEN
Mixed Use	02737	August 7, 2018	5.-3-17	136 Main Street, Greenport, New York 11944	OPEN
Existing Commercial	02738	August 7, 2018	5.-4-4	Third Street, Greenport, New York 11944	OPEN
Residential: Alterations & Repair	02739	August 7, 2018	4.-9-14	232 Third Street, Greenport, New York 11944	OPEN
Residential: Alterations & Repair	02740	August 14, 2018	5.-1-8	412 Carpenter Street, Greenport, New York 11944	OPEN
Residential: Alterations & Repair	02741	August 14, 2018	2.-5-5	622 Third Street, Greenport, New York 11944	OPEN
Existing Commercial	02742	August 31, 2018	4.-7-12	443 (409) Main Street, Greenport, New York 11944	OPEN



Village of Greenport Enforcement Report

TRAFFIC ENFORCEMENT

September 1, 2018

Monthly Report
REPORT COVERING
8/1/2018 through 8/31/2018

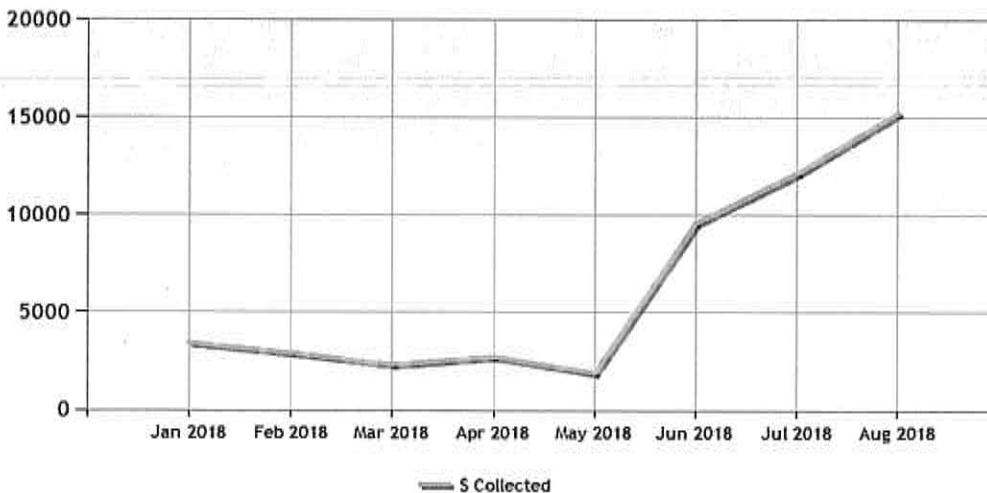
Incorporated Village

FINE COLLECTION BY MONTH: 2018

MONTH	No. OF TICKETS PAID	AMOUNT COLLECTED (VIA PLEA OF GUILTY OR COURT RULING)
January	32	\$3,455.00
February	31	\$2,940.00
March	19	\$2,350.00
April	27	\$2,750.00
May	23	\$1,925.00
June	107	\$9,620.00
July	149	\$12,190.00
August	171	\$15,285.00
September		
October		
November		
December		
YTD	559	\$50,515.00

AUGUST 2018

Case Track



TICKETS ISSUED: AUGUST 2018

Case by Violation Type

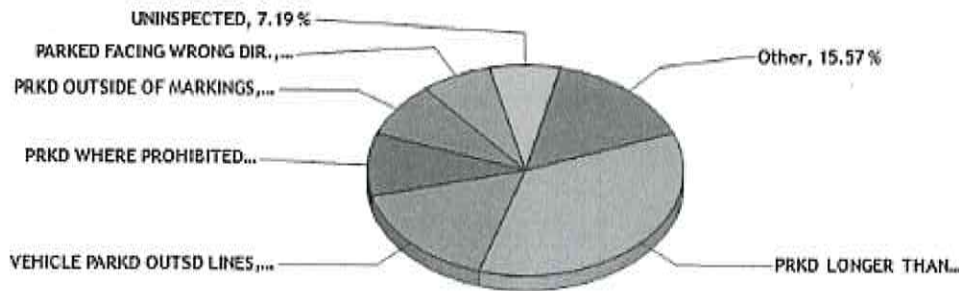
Code	Description	2018	Total
1	VEHICLE PARKD OUTSD LINES	27	27
10	PRKD. IN HANDICAPPED SCHD. XIX.	6	6
11	PRKD OBSTR. FIRE HYDRANT	3	3
12	DOUBLED PARKED	2	2
13	PARKED ON SIDEWALK	2	2
14	UNREGISTERED	6	6
15	UNINSPECTED	12	12
16	PARKED FACING WRONG DIR.	12	12
17	OBSTRUCT DRIVEWAY	5	5
18	PRKD OUTSIDE OF MARKINGS	14	14
2	PRKD WHERE PROHIBITED SCHEDULE XI.	16	16
20	PRKD ON JOHNSON PLACE	1	1
4	STOP OR STAND WHERE PROHIBITED SCH. XII.	1	1
8	PRKD LONGER THAN PERMITTED SCHD XVI.	59	59
OTHER	Illegal U-Turn	1	1
Total		167	167

Top five by Violation Types

PRKD LONGER THAN PERMITTED SCHD XVI.
 VEHICLE PARKD OUTSD LINES
 PRKD WHERE PROHIBITED SCHEDULE XI.
 PRKD OUTSIDE OF MARKINGS
 PARKED FACING WRONG DIR.

These Violations combined represent 76.65% of issuance Village wide.

Frequently Issued Violations





Village of Greenport Enforcement Report

CODE ENFORCEMENT

September 1, 2018

Monthly Report
REPORT COVERING
8/01/2018 through 8/31/2018

Incorporated Village

LOCATION	DATE	FACTUAL	DISPOSITION
10 Front Street, Greenport, New York 11944	August 3, 2018	Encumbrance of Village sidewalk.	Encumbrance cleared.
232 Third Street, Greenport, New York 11944	August 7, 2018	Roof replacement without permit.	Building permit obtained by property owner.
C/O Wiggins Street & Sixth Street, Greenport, New York 11944	August 12, 2018	Village sidewalk destroyed by construction.	Homeowner has had sidewalk repaired.
514 Wiggins Street, Greenport, New York 11944	August 14, 2018	Construction started without building permit.	Property owner is in contact with Building Department and will be submitting requiring documents for replacement of porch.
Main Street, Greenport, New York 11944	August 24, 2018	Open Container.	Desk appearance ticket for violating Village open container code.
519 Main Street, Greenport, New York 11944	August 28, 2018	Illegal dumping.	Notice of violation sent to property owner, violation has since been corrected.
148 Central Avenue, Greenport, New York 11944	August 28, 2018	Encumbrance of Village sidewalk.	Notice of Violation to be sent to property owner in regard to encumbrance on Village mow strip.
48 Front Street Greenport, New York 11944	August 29, 2018	Violation of CO	Desk appearance tickets issued in regard to location violating approved use and certificate of occupancy.
48 Front Street, Greenport, New York 11944	August 29, 2018	Violation of Chapter 44.	Desk appearance issued in regard to location failing to obtain required special permits from Village Fire Marshal's office.



Village of Greenport Fire Marshal Report



September 1, 2018

Monthly Report REPORT COVERING 8/01/2018 through 9/31/2018

Incorporated Village

LOCATION	DATE	REASON	DISPOSITION
308 Main Street, Greenport, New York 11944	08/16/2018	Fire Safety Inspection	Occupancy placard issued.
308A Main Street, Greenport, New York 11944	08/16/2018	Fire Safety Inspection	Violations to be corrected.
135 Third Street, Greenport, New York 11944	08/20/2018	Fire Safety Re-Inspection	Previously cited violations have been corrected.



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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

September 20, 2018

Mitchell Park Marina/Parks

- ❖ The marina remained very busy during August.
- ❖ Dances in the Park was a huge success with a large turnout. The last event was August 27th.
- ❖ Our extended hours at the Carousel continued through Labor Day. We are back to our Fall schedule. The hours are now Friday 4PM to 9PM, Saturday 10AM to 9PM, and Sunday 10AM to 9PM.
- ❖ The paint on the Carousel horses was touched-up and minor repairs were made.
- ❖ Pole lights in Mitchell Park were upgraded to LEDs.
- ❖ Swim classes continued through August. The classes were very successful.
- ❖ Our lifeguards began to return to school toward the end of the month. We were still able to staff the beach with our one remaining lifeguard.

Monthly Revenue Reports are attached.

Recreation Center

Statistics

Attendance:

Kids =96 Enrolled in Summer Day Camp

Reports

- ❖ Summer Day Camp ended on August 17th. We had another wonderful and fun-packed year.
- ❖ Our End of Camp party was held at Fifth Street beach on the last day of camp. All the campers had a great time.
- ❖ The end of August was spent preparing for and putting final touches on the After School Program.
- ❖ All the classrooms were cleaned, painted and decorated.
- ❖ Flyers and registration forms were completed and distributed to Greenport School. We also posted information on the Village website.
- ❖ Collaboration with Floyd Memorial Library has begun. We are working on the programs for the upcoming year.

Campground

Tasks Accomplished

- ❖ We continue to take reservations and collect deposits
- ❖ All sites are checked and cleaned prior to accepting new guests.
- ❖ Bathrooms are checked and restocked daily
- ❖ Performed general grounds maintenance

Attachments:

Rec Rev Report 092018(PDF)

	MARINA		CAMPGROUND		MOORINGS		CAMERA OBSCURA		CAROUSEL	
	FISCAL YEAR 2018	FISCAL YEAR 2019	FISCAL YEAR 2018	FISCAL YEAR 2019	FISCAL YEAR 2018	FISCAL YEAR 2019	FISCAL YEAR 2018	FISCAL YEAR 2019	FISCAL YEAR 2018	FISCAL YEAR 2019
JUNE	\$ 91,826.21	\$ 201,996.91	\$ 32,229.11	\$ 63,499.00	\$ 40,250.00	\$ 40,023.90	\$ 173.00	\$ 172.00	\$ 19,507.95	\$ 19,308.00
JULY	173,950.62	121,567.67	23,168.00	24,728.50	8,376.00	-	219.00	150.00	57,084.83	51,051.91
AUGUST	174,687.33	153,314.62	15,120.00	19,490.00	72.00	-	463.00	117.00	57,786.06	58,950.67
YEAR TO DATE	\$ 440,464.16	\$ 476,879.20	\$ 70,517.11	\$ 107,717.50	\$ 48,698.00	\$ 40,023.90	\$ 855.00	\$ 439.00	\$ 134,378.84	\$ 129,310.58



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Submitted: September 13, 2018
Meeting: September 20, 2018 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

Work Session Report September 2018

Work Session September 2018

REQUEST A MOTION BE PLACED ON THE AGENDA FOR:

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #3997, to record the budget for the purchase and renovation of 415 Sixth Street, Greenport, and directing that Budget Amendment #3997 be included as part of the formal meeting minutes for the September 27, 2018 regular meeting of the Board of Trustees.

UTILITY BILLING

Billing of Sector 1 completed. Monthly reports are done. Sector 4 red tags are being processed.

COMMUNITY DEVELOPMENT/ HOUSING AUTHORITY

7 recertifications and 7 interims were performed for September 2018.

8 letters were issued offering vouchers to eligible families. There are 4 families searching for housing.

SIGNIFICANT COLLECTIONS

Rents Received for July 2018 - \$ 79,883.31
Property Tax Received - \$ 1,089,121.82

INFORMATIONAL:

Cash Holdings Report - See attached

Utility Billing Statistics Report - see attached

CD/HA Monthly Financials - See attached

Attachments:

AUGUST 2018 BANK BALANCES (PDF)

AUGUST 2018 BILLING STATISTIC REPORT (PDF)

CD FINANCIALS AUGUST 2018 (PDF)

HA FINANCIALS AUGUST 2018 (PDF)

PROPERTY TAX COLLECTED THROUGH AUGUST 2018 (PDF)

BUDGET AMENDMENT 3997 (PDF)

**BANK ACCOUNT BALANCES
FOR THE MONTH OF AUGUST 2018**

FUND	BANK ACCOUNT NAME	G/L ACCT#	TYPE	BALANCE
A	General	A.0200.000	Checking	287,079.46
A	Repair & Maintenance	A.0200.400	Checking	37,500.00
A	Greenhill Cemetery	A.0201.100	Savings	33,392.58
A	Clarks Beach Savings	A.0201.120	Savings	82,348.46
A	Clarks Beach Reserve	A.0201.120	Money Market	343,872.57
A	Money Market	A.0201.130	Money Market	2,072,719.35
A	Fire Apparatus	A.0221.110	Savings	523,627.11
A	Bulding Department Escrow	A.0235.101	Checking	14,742.60
A	Parks and Recreation	A.0200.200	Checking	19,670.63
TOTAL GENERAL FUND				\$ 3,414,952.76
CD	Small Cities Rehab	CD.0200.000	Savings	152,726.91
CD	NYS CDBG Funds	CD.0200.400	Public Funds Acct	226.21
CD	Moran	CD.0201.000	Savings	5,731.20
CD	Watkins	CD.0201.001	Savings	21,765.05
TOTAL COMMUNITY DEVELOPMENT				\$ 180,449.37
E	Light Fund	E.0121.100	Checking	519,209.23
E	Light Depreciation Savings	E.0116.100	Savings	1,924,214.04
E	TTC Collections	E.0121.120	Savings	332,689.42
E	Consumer Deposit Savings	E.0191.100	Savings	129,901.04
E	Consumer Deposit Checking	E.0244.200	Checking	3,357.20
TOTAL LIGHT FUND				\$ 2,909,370.93
F	Water	F.0200.000	Checking	290,003.85
F	Water Fund Capital	F.0200.400	Savings	8,370.44
F	Water Fund CD (MM)	F.0201.000	Money Market	201,937.01
F	Water Fund Money Market	F.0201.130	Money Market	385,789.22
TOTAL WATER FUND				\$ 886,100.52

EOM Billing Statistics Report

Rate Summary - All Routes

Service	Rate# - Description	Bills	Min. Bills	Usage	Charge	Usage	Demand	Contract	PCA	NYSCES	Comm. Tax	Res. Tax	
Electric	2 - Electric - Flat Charge	14	0	0	0	0	0	0	0	0	0	0	
	9 - Residential (1, 1)	1357	0	1266033	135,488.63	0	0	675.38	22,099.30	4,903.37	3,902.47	9.34	
	10 - Water Heating (2, 2)	13	0	2170	150.72	0	0	0	37.89	8.40	4.91	0	
	11 - All Electric (3, 3)	336	0	359908	28,356.95	0	0	0	4,537.22	1,006.60	843.64	0	
	13 - Demand - Class 3 (5, 5)	5	0	522000	29,179.80	955.8	11,230.65	0	9,112.56	2,021.71	1,009.95	0	
	14 - Village St. Lighting (6, 6)	5	0	344316	3,963.07	0	0	0	601.07	133.35	0	0	
	15 - Town St Lighting (7, 7)	1	0	4174.8	480.52	0	0	0	72.88	16.17	0	0	
	19 - Traffic Lights (11, 11)	1	0	1341	139.38	0	0	0	23.41	5.19	0	0	
	20 - Contract St Lighting (12, 12)	2	0	168	0.00	0	0	0	0	0	0	0	
	21 - Sterling Harbor (13, 13)	2	0	1491	171.62	0	0	0	0	0	0	0	
	86 - Reconnection Fee-Residential	5	0	0	0	0	0	375.00	26.03	5.78	17.55	0	
	Electric Total	1741	0	2091717.4	197,930.69	955.8	11,230.65	1,050.38	36,510.36	8,100.57	1,027.50	4,760.36	
	Sewer	3 - Sewer - Flat Charge	41	0	0	1,897.20	0	0	0	0	0	0	0
		4 - Sewer - Flat Charge	1	0	0	63.70	0	0	0	0	0	0	0
23 - Sewer - VILL 3/4" W/SEWER (14, 14)		876	380	5593.8	72,280.80	0	0	0	0	0	0	0	
25 - Sewer - VILL 1" W/SEWER (15, 15)		29	9	534.2	6,499.44	0	0	0	0	0	0	0	
27 - Sewer - VILL 1 1/2" W/SEWER (16, 16)		12	2	344.6	5,024.30	0	0	0	0	0	0	0	
29 - Sewer - VILL 2" W/SEWER (17, 17)		27	3	1037.7	15,005.25	0	0	0	0	0	0	0	
31 - Sewer - VILL 3" W/SEWER (18, 18)		1	1	0	42.00	0	0	0	0	0	0	0	
33 - Sewer - VILL 4" W/SEWER (19, 19)		2	2	2.7	84.00	0	0	0	0	0	0	0	
54 - Sewer - OUTSIDE RES SEWER (50, 50)		75	51	833.7956	17,786.68	0	0	0	0	0	0	0	
57 - SPLIT SEWER BILLING (52, 52)		1	0	13	0.00	0	0	0	0	0	0	0	
62 - DRIFTWOOD COVE 52		1	1	170.9928	3,276.00	0	0	0	0	0	0	0	
63 - DRIFTWOOD COVE 49		1	1	144.0648	3,087.00	0	0	0	0	0	0	0	
64 - PECONIC LANDING 301		1	0	1116	19,611.00	0	0	0	0	0	0	0	
65 - CLIFFSIDE CONDOS-SEWER		1	0	357	6,510.00	0	0	0	0	0	0	0	
Sewer Total	1069	450	10147.8532	151,167.37	0	0	0	0	0	0	0		
Water	5 - Water - Flat Charge	25	0	0	659.65	0	0	0	0	0	0	0	
	22 - VILL 3/4" W/SEWER (14, 14)	885	190	6328	28,448.31	0	0	0	0	0	0	0	
	24 - VILL 1" W/SEWER (15, 15)	26	1	608	2,317.98	0	0	0	0	0	0	0	
	26 - VILL 1 1/2" W/SEWER (16, 16)	13	5	397	1,532.94	0	0	0	0	0	0	0	
	28 - VILL 2" W/SEWER (17, 17)	30	6	1361	4,957.74	0	0	0	0	0	0	0	
	30 - VILL 3" W/SEWER (18, 18)	1	1	0	36.90	0	0	0	0	0	0	0	
	32 - VILL 4" W/SEWER (19, 19)	2	1	103	375.36	0	0	0	0	0	0	0	
	46 - VILLAGE 1 1/2" (42, 42)	1	1	0	36.90	0	0	0	0	0	0	0	
	47 - VILLAGE 2" (43, 43)	7	1	1042	3,877.60	0	0	0	0	0	0	0	
	48 - VILLAGE 3/4" (44, 44)	109	30	1860	7,572.90	0	0	0	0	0	0	0	
	49 - VILLAGE SEWER ONLY (45, 45)	9	0	46	0.00	0	0	0	0	0	0	0	
	52 - FIRE SPRINKLERS (49, 49)	25	0	0	0.00	0	0	0	0	0	0	0	
	53 - OUTSIDE RES SEWER (50, 50)	71	0	893.486	0.00	0	0	0	0	0	0	0	
	Water Total	1206	236	12638.486	49,816.48	0	0	0	0	0	0	0	
electric-small commercial	12 - Commercial (4, 4)	362	0	1132807.6	141,558.25	0	0	0	19,775.40	4,387.36	12,535.67	0	
	16 - Operating Municipal (8, 8)	32	0	121324.17	15,389.27	0	0	0	2,117.95	469.87	0	0	
	17 - Water Department (9, 9)	2	0	0	24.86	0	0	0	0	0	0	0	
	18 - Sewer Department (10, 10)	10	0	89573	11,375.94	0	0	0	1,563.67	346.92	0	0	
	73 - Electric Power Plant	5	0	25690	0.00	0	0	0	23,457.02	5,204.15	12,535.67	0	
electric-small commercial Total	411	0	1369394.77	168,348.32	0	0	0	0	0	0	0		

<u>Service</u>	<u>Rate#</u>	<u>Description</u>
Grand Total		

EOM Billing Statistics Report

<u>Bills</u>	<u>Min. Bills</u>	<u>Usage</u>	<u>Charge</u>	<u>Usage</u>	<u>Demand</u>	<u>Contract</u>	<u>PCA</u>	<u>NYSCES</u>	<u>Comm Tax</u>	<u>Res Tax</u>
4427	686	3483898.5092	567,262.86	955.8	11,230.85	1,050.38	59,967.38	13,304.72	13,563.17	4,760.36

FDS - 213 Center St & 278 2nd Street Monthly Revenue & Expenses - August 2018

\$ 4,775.00 75.00

Account Description

REVENUE: 213 Center 213 Center	REVENUE: 278 2nd Street UNIT 1 - 8124 UNIT 2 - 8327 UNIT 3 HOUSE
\$ 1,125.00	\$ 1,350.00 \$ 1,125.00 \$ 1,175.00
\$ 75.00	\$
TOTAL REVENUE	\$ 1,350.00 \$ 1,125.00 \$ 1,175.00 \$ 3,650.00

EXPENSES:	EXPENSES: 278 2nd Street
213 CENTER	UNIT 1 - 8124 UNIT 2 - 8327 8328 HOUSE - 8590 RE/8361 SW

<u>Utilities</u>	
Electric	\$ 84.75
Water/Sewer	\$ 72.54
Propane/Heating Oil	
<u>Admin</u>	
Salary (\$4.32 X 2 pay periods 210 hrs=\$604.80 divide by 2.5% and 75%)	\$ 151.20
Payment Agreement to Village	\$ 308.49
Total	\$ - \$ - \$ - \$ 1,605.28

MAINTENANCE: 213 Center	MAINTENANCE: 278 2nd Street
213 CENTER	UNIT 1 UNIT 2 UNIT 3 HOUSE
\$ 4,200.00	\$ 86.25
\$ 86.25	\$ 44.99
Total	\$ 765.00

Maintenances Repairs/Other

Supp HA ADMIN funds from 278 2nd St	4,200.00
Mattituck Enviro Svcs	86.25
Southold Hardware	44.99

Pine Oaks Landscaping	765.00
Total Expenses	\$ 5,096.24

MONTHLY FINANCIAL SUMMARY

Interest Earned	
Total Revenue	\$ 3,650.00
Total Expenses	\$ 6,701.52
NET REVENUE	\$ (3,051.52)

EXCESS (DEFICIENCY) OF TOTAL REVENUE	\$ (3,051.52)
OVER (UNDER) TOTAL EXPENSES	\$ (3,051.52)

1000

**Financial Data Schedule - Monthly Revenue & Expenses
(HAP REGISTER) - Aug 18**

Account Description

306	REVENUE:		
306a	PLA H. D Operating Grants	\$ 76,691.69	
	Admin fee revenues	6,757.50	\$
711	Interest Earned - HAP	\$	
	Interest Earned - ADMIN	\$	
714	Fraud recovery	\$	
700	TOTAL REVENUE	\$ 83,449.19	

902	EXPENSES:		
	Administrative		
	Auditing fees		
901	Salaries - Admin (\$25.511 Robert Volume E.5)	\$ 5,119.58	\$
901a	paperwork	384.80	\$
901b	Medical	2,247.55	\$
901c	Dental	151.52	\$
902a	Pension: 14.58%, TR 13.5% April 08-T 4	490.48	\$
902b	US Psa TR 12.0%	29.44	\$
902c	Payroll Taxes FICA	31.56	\$
902d	Employee Benefit Contribution: TOTAL	3,296.54	\$
902e	Commissional allowances		

907	Net JG Stewart, Esq	\$ 831.25	\$
908	A Graduated Rent/B		
908	A Graduated Mileage		
909	Office Expenses Total	\$ 831.25	\$
910	Administrative Total	\$ 10,442.89	\$
902	Office General Expenses (Office Rent)	\$ 550.00	\$
900	TOTAL OPERATING EXPENSES	\$ 10,992.89	

970	EXCESS OPERATING REVENUE OVER OPERATING EXPENSES		
972	PLA Utility Allowance	\$ 217.00	\$
972	HAP payments	76,230.00	\$
972	PORT payments	511.00	\$
971	HAP PORT and UTILITY TOTAL	\$ 77,458.00	(WMS - HAP TOTAL)
1117	HAP & UTIL Less Port payments	\$ 76,947.00	(WMS - ALL OTHER VOUCHERS HAP)
1118	Total Admin Revenue	\$ 10,957.00	\$
1118	Total Hap Revenue	\$ 76,991.00	\$
1118a2	Net HAP	\$ 176,000	\$
1118	Net ADMIN	\$ 455,593	\$
900	TOTAL EXPENSES	\$ 88,450.59	
980	EXCESS (DEFICIENCY) OF TOTAL REVENUE OVER (UNDER) TOTAL EXPENSES	\$	\$

79	TOTAL VOUCHERS	TOTAL HAP.	PORT UTILITIES	77,458.00	237.00	\$
78	Vouchers leased on last day of month					
1	New Vouchers Issued/No Lease/Searching					
1	Portable Vouchers					
78	All other Vouchers					

PORT BREAKDOWN						
PORT IN	DATE	BILLED	ADMIN FEE	ABSORBED		
TOTAL PORT IN	0	\$	\$	\$		
PORT OUT	11/13/2015	\$ 511.00	\$ 63.58			yes
	8/1/2018					
TOTAL PORT OUT	1	\$ 511.00	\$ 63.58			

10,992.89	Village of Greenport total
TERMINATED	
DECEASED	
#11HAP 8/31/18	
ABSORBED	
RELINQUISHED	

VILLAGE OF GREENPORT

Payment as of 09/11/2018

Grand Totals		Count	Payment Amt
BID	MT	115	45,900.00
BUYER		2	1,595.67
SEWER	MT	43	36,654.46
VILLI		1,022	988,261.24
WATER	MT	43	16,710.45
Total PRINCIPAL			1,089,121.82
NSF		2	30.00
Total FEES			30.00
BYINT		2	156.75
PEN		74	8,902.61
Total PENALTY			9,059.36
Total			1,098,211.18



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: September 13, 2018
Meeting: September 20, 2018 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: Village Clerk Department

Village Clerk September 2018 Work Session Report

VILLAGE of GREENPORT - BOARD of TRUSTEES WORK SESSION

to be presented at the meeting held on September 20, 2018
Report of Sylvia Lazzari Pirillo, Village Clerk

Contracts

The agreement between the Village and H2M was fully executed on August 23rd.

The contract between the Village and Golten's was fully executed on September 10th.

Current Bids and RFP's

The bid package for the new GFD apparatus was created, and posted on the Village website on September 7th with the corresponding specifications. Bids are returnable at 2:30 p.m. on the 5th of October.

Financial

The Village received notice from the NYS OSC on August 20th that \$ 12,540 is due to the Village from the Justice Court for the month of July.

Informational

The Request for Linear Speed Limit Form, as obtained by Attorney Prokop and required by the NYSDOT, was completed and forwarded to the NYSDOT.

Legal Notices

The notice for the solicitation of bids for the Fire Department pumper truck was published in the September 6th edition of the paper.

The public hearing notice for the proposed amendment to the rental property law was published in the September 13th edition of the newspaper.

The public hearing notice for the proposed amendment to Chapter 132 (for a crosswalk at Monsell Place) was published in the September 13th edition of the newspaper.

The public hearing notice for the Wetlands Permit Application submitted by the North Ferry Company was published in the September 13th edition of the newspaper.

Requested Resolutions

RESOLUTION approving the attendance of any interested: Board of Trustees member, Village Manager, Village staff member, Zoning Board of Appeals member and/or Planning Board member at the SCVOA-sponsored Municipal Training Workshop, from 5:30 p.m. through 9:30 p.m. on October 18, 2018 in Melville, New York; with all applicable mileage reimbursements to be expensed from the corresponding account numbers.

RESOLUTION awarding to a Village of Greenport Fire Department member a Length of Service Award pre-entitlement age total and permanent disability benefit.

RESOLUTION approving the request of the Greenport Harbor Brewing Company to close to vehicular traffic, and utilize, Carpenter Street from Bay Avenue to East Front Street, for the annual Oyster Festival, from 11 a.m. through 6 p.m. on October 7, 2018.

RESOLUTION approving the closing of North Street to Main Street, Main Street to Front Street, and Front Street from Main Street to the Carousel, from 9:30 a.m. through 11:30 a.m. on October 27, 2018 for the Village-sponsored Halloween Parade, in collaboration with the Business Improvement District.

RESOLUTION authorizing the Village of Greenport to conduct a lottery for five (5) deer hunting permits, by bow and arrow only, as per New York State hunting regulations, in the western portion of Moore's Woods, beginning October 1, 2018; with not more than five (5) people at one-time hunting in the western portion of Moore's Woods.

RESOLUTION scheduling the November 2018 regular meeting of the Village of Greenport Board of Trustees for Monday, November 26, 2018; in observance of Thanksgiving Day.

RESOLUTION approving the attached Inter-Municipal Agreement between the Village of Greenport and the County of Suffolk confirming and detailing the receipt by the Village of Greenport of \$ 237,000.00 from the County of Suffolk, related to the Road-End Drainage Improvement Project undertaken by the Village of Greenport for the road ends at: Fourth Street, Clark Street, Brown Street and Flint Street.

RESOLUTION approving the attached Sanitary Sewage Agreement between the Village of Greenport and Conifer Real Estate Development and Management regarding the: engineering, construction, installation, connection and maintenance of the complete sanitary sewage system on the Conifer-owned property across and along County Road 48 in Southold, New York.

Attachments:

Intermunicipal Agrmt VOG Road End Drainage Impr (PDF)

Sanitary Sewage Agreement (PDF)

**Intermunicipal Agreement
Village of Greenport Road End Drainage Improvements**

This Intermunicipal Agreement (“the Contract”) is between the **County of Suffolk (“the County”)**, a municipal corporation of the State of New York, acting through its duly constituted **Department of Economic Development and Planning (“the Department”)**, located at H. Lee Dennison Building, 100 Veterans Memorial Highway, Hauppauge, NY 11788; and

Village of Greenport (“the Contractor” or “the Village”), a municipal corporation of the State of New York, having an address at 236 Third Street, Greenport, New York, 11944.

The Contractor has been designated to receive funds from the County for the Road End Drainage Improvement Project (**“the Services”**) as set forth in Article I, entitled “Description of Services.”

Term of the Contract: September 1, 2018 through December 31, 2019, unless earlier terminated as provided for herein.

Total Cost of the Contract: Shall not exceed \$237,000.00, to be paid as set forth in Article II, attached.

Terms and Conditions: Shall be as set forth in Articles I and II and Exhibits 1 and 2, attached hereto and made a part hereof.

[Contract Signatures on the Next Page]

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

VILLAGE OF GREENPORT

By: _____
Name
Title
Fed. Tax ID # 11-6002115
Date _____

COUNTY OF SUFFOLK

By: _____
Dennis M. Cohen
Chief Deputy County Executive
Date: _____

_____ hereby certifies under penalties of perjury that I am an officer of the Village of Greenport, that I have read and I am familiar with § A5-8 of Article V of the Suffolk County Code, and the Village of Greenport meets all requirements to qualify for exemption thereunder.

**Approved:
Department of Economic Development and Planning**

By: _____
Theresa Ward
Deputy County Executive and Commissioner
Date _____

Name: _____
Date: _____

**Approved as to Form:
Dennis M. Brown
County Attorney**

By: _____
Maria L. Nida
Assistant County Attorney
Date _____

List of Articles & Exhibits

Article I

Description of Services

1. Conflicting Provisions
2. Overview of Services
3. Project Tasks
4. Village Subcontractor(s)
5. Project Timeline

Article II

Financial Terms and Conditions

1. Conflicting Provisions
2. General Payment Terms
3. Agreement Subject to Appropriation of Funds
4. Accounting Procedures
5. Audit
6. Comptroller's Rules and Regulations for Consultant's Agreements
7. Specific Payment Terms and Conditions

Exhibit 1

County Terms and Conditions

1. Elements of Interpretation
2. Meanings of Terms
3. Contractor Responsibilities
4. Qualifications, Licenses, and Professional Standards
5. Notifications
6. Documentation of Professional Standards
7. Credentialing
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9. Termination
10. Indemnification and Defense
11. Insurance
12. Independent Contractor
13. Severability
14. Merger; No Oral Changes
15. Set-Off Rights
16. Non-Discrimination in Services
17. Nonsectarian Declaration
18. Governing Law
19. No Waiver
20. Conflicts of Interest
21. Cooperation on Claims
22. Confidentiality
23. Assignment and Subcontracting
24. Changes to Contractor

Village of Greenport Road End Drainage Improvement Project

25. No Intended Third Party Beneficiaries
26. Certification as to Relationships
27. Publications
28. Copyrights and Patents
29. Arrears to County
30. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction
31. Record Retention
32. Certification Regarding Lobbying
33. Notice

Exhibit 2

Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Youth Sports
11. Work Experience Participation
12. Safeguarding Personal Information of Minors
13. Contract Agency Performance Measures and Reporting Requirements
14. Suffolk County Local Laws Website Address
15. Suffolk County Code of Ethics

Attachments

Attachment A - Village of Greenport Resolution #01-2018-4

Attachment B - Suffolk County Resolution No. 584-2018

Article I
Description of Services

Whereas, the Village of Greenport proposed the Road End Drainage Improvements Project to reduce and treat stormwater runoff discharged into Greenport Harbor and Shelter Island Sound North; and

Whereas, the Suffolk County Water Quality Protection and Restoration Program Review Committee (“WQPRP Review Committee”) approved the use of Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative funds (“Water Quality Funds”) for the Road End Drainage Improvements Project during the March 28, 2018 meeting of the WQPRP Review Committee; and

Whereas, pursuant to Village of Greenport Resolution #01-2018-4, adopted at the Village Board of Trustees meeting on January 25, 2018 (Attachment A), the Village authorized Village staff to apply to the WQPRP Review Committee for the Road End Drainage Improvements Project “as a 50/50 match financial commitment” on the part of the Village and authorized the Village’s Mayor to enter into an Intermunicipal Agreement with the County for the Road End Drainage Improvement Project; and

Whereas, pursuant to Suffolk County Resolution No. 584-2018 (Attachment B), the County of Suffolk amended the adopted 2018 operating budget to transfer funds from Fund 477 Water Quality Protection, amended the 2018 Capital Budget and Program, and appropriated funds in the amount of \$237,000 in connection with the Road End Drainage Improvements Project; and

Whereas, pursuant to Suffolk County Resolution No. 584-2018, the Suffolk County Legislature authorized the County Executive to execute an Intermunicipal Agreement with the Village of Greenport to conduct the Road End Drainage Improvements Project; and

Whereas, according to Suffolk County Resolution No. 584-2018, the Road End Drainage Improvements Project shall be initiated within one (1) year of the adoption of the County resolution and completed within three (3) years of the adoption of the County resolution; and

Whereas, the Road End Drainage Improvements Project is consistent with the specific goals of the Peconic Estuary Program’s Comprehensive Conservation and Management Plan to “maintain and improve water quality of the estuary through a reduction of overall stormwater runoff” and to “maintain current level of lands available to shellfish harvesting”; and

Whereas, the project is also in line with the Village of Greenport Local Waterfront Revitalization Program approved by the New York State Department of State and the federal Office of Ocean and Coastal Resource Management; and

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

1. Conflicting Provisions

In the event of any conflict between this **Article I** and any other provision to this Contract, such other provision shall prevail unless it is expressly stated that this **Article I** shall prevail.

2. Overview of Services

The Contractor shall renovate the following four (4) specific road ends in the Village of Greenport utilizing green infrastructure practices:

- a. Fourth Street – Approximately 200-300 feet of impervious road-end surface shall be removed and replaced with a pervious bio-retention swale. Two pre-cast catch basins and a pre-cast headwall shall be installed leading to the bio-retention swale. Concrete curbing shall be installed to direct stormwater flow to the pre-cast catch basins. Native vegetation shall be planted at the site and a walking path around the new bio-retention swale leading to Fourth Street Beach shall be installed. An informational sign shall be placed at the head of the walking path. The informational signage shall indicate that this project has been funded with support from the Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative.
- b. Clark Street – Approximately 100 feet of impervious road surface shall be removed and replaced with a bio-retention swale. The road end shall be renovated to include two pre-cast catch basins and a pre-cast headwall. A rip-rap seawall and rock spillway shall be installed at the far end of the basin. Concrete curbing shall be installed to direct stormwater flow to the catch basins. Native vegetation shall be planted at the site and an informational sign shall be placed at the road end between the two new catch basins. The informational signage shall indicate that this project has been funded with support from the Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative.
- c. Brown Street – Approximately 50 feet of impervious road surface shall be removed and replaced with a bio-retention swale. One pre-cast basin and a headwall shall be installed. A rip-rap seawall and rock spillway shall be installed at the far end of the basin. Permeable pavers shall be installed at the road end. Concrete curbing shall be installed to direct stormwater flow to the catch basins. Native vegetation shall be planted at the site and an informational sign shall be placed at the road end near the bio-retention swale. The informational signage shall indicate that this project has been funded with support from the Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative.
- d. Flint Street – A catch basin that currently directly outfalls to surface waters shall be replaced with a leeching field including an outfall leading to a new bio-retention swale at the road end. Concrete curbing shall be installed to direct water to the leeching field. A walking path and bench shall be installed at the bio-retention swale. Native vegetation shall be planted at the site and an informational sign shall be placed by the bench. The informational signage shall indicate that this project has been funded with support from the Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative.

3. Project Tasks

- a. The Contractor shall prepare design and engineering plans for the four (4) road ends utilizing in-house staff. The Contractor shall submit the Road End Drainage Improvements Project design and engineering plans to the County for review.

Village of Greenport Road End Drainage Improvement Project

- b. The Contractor shall apply for and obtain all necessary permits, prepare construction specifications, and oversee construction services for the Road End Drainage Improvements Project.
- c. The Contractor shall oversee construction to ensure that the prescribed elements of the Road End Drainage Improvements Project are completed.
- d. Final "As Built" plans for the completed Road End Drainage Improvements Project shall be submitted by the Contractor to the County.

4. Village Subcontractor(s)

The Contractor shall require professional contracted services as part of the Road End Drainage Improvements Project. The Contractor shall hire a construction subcontractor(s) to complete excavation work, installation of catch basins and piping, installation of concrete curbing and rip-rap walls, and asphalt restoration for the Road End Drainage Improvements Project. The Contractor shall utilize in-house staff to oversee the work of its construction subcontractor(s).

5. Project Timeline:

- a. The Contractor has completed design and engineering work for the Road End Drainage Improvements Project and has submitted the design and engineering plans to the County prior to the execution of this Contract.
- b. The Contractor shall solicit bids for construction of the Road End Drainage Improvements Project and anticipates Village Board Approval of a recommended construction subcontractor by December 31, 2018.
- c. The Contractor anticipates beginning construction work during Winter/Spring of 2019.
- d. The Contractor expects all construction work and activities to be completed by June 30, 2019.
- e. Final "As-Built" Plans shall be submitted to the County by December 31, 2019.

End of Text for Article I

Article II
Financial Terms and Conditions

1. Conflicting Provisions

In the event of any conflict between any provision in this Article II and an exhibit to this Contract, the exhibit shall prevail, unless it is expressly stated in the conflicting provision in this Article II that it shall prevail over the exhibit.

2. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

In order for payment to be made by the County to the Contractor for the Services, the Contractor shall prepare and present a Suffolk County Payment Voucher (Voucher), which shall be documented by sufficient, competent and evidential matter. Each Suffolk County Payment Voucher submitted for payment is subject to Audit at any time during the Term or any extension thereof. This provision shall survive expiration or termination of this Contract for a period of not less than seven (7) years, and access to records shall be as set forth in paragraph 31 of Exhibit 1, and paragraph 4(b) of Article II.

b. Voucher Documentation

The Suffolk County Payment Voucher shall list all information regarding the Services and other items for which expenditures have been or will be made in accordance with the Contract. Either upon execution of the Contract (for the Services already rendered and expenditures already made), or not more than thirty (30) days after the expenditures were made, and in no event after the 31st day of January following the end of each year of the Contract, the Contractor shall furnish the County with detailed documentation in support of the payment for the Services or expenditures under the Contract, e.g., dates of the Service, worksite locations, activities, hours worked, and pay rates for all Services. The Suffolk County Payment Voucher shall include time records, certified by the Contractor as true and accurate, of all personnel for whom expenditures are claimed during the period. All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons. Disbursements made by the Contractor in accordance with the Contract and submitted for reimbursement must be documented and must comply with accounting procedures as set forth by the Suffolk County Department of Audit and Control.

c. Payment by County

Payment by the County shall be made within thirty (30) days after approval of the Voucher by the Comptroller.

d. Final Voucher

The acceptance by the Contractor of payment of all billings made on an approved voucher shall operate as and shall be a release of the County from all claims by the Contractor through the date of the Voucher.

3. Subject to Appropriation of Funds

- a. The Contract is subject to the amount of funds appropriated each fiscal year and any subsequent modifications thereof by the County Legislature, and no liability shall be incurred by the County beyond the amount of funds appropriated each fiscal year by the County Legislature for the Services.
- b. If the County fails to receive Federal or State funds originally intended to pay for the Services, or to reimburse the County, in whole or in part, for payments made for the Services, the County shall have the sole and exclusive right to:
 - i.) determine how to pay for the Services;
 - ii.) determine future payments to the Contractor; and
 - iii.) determine what amounts, if any, are reimbursable to the County by the Contractor and the terms and conditions under which such reimbursement shall be paid.

4. Accounting Procedures

- a. The Contractor shall maintain accounts, books, records, documents, other evidence, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Contract, in accordance with generally accepted accounting principles and with rules, regulations and financial directives, as may be promulgated by the Suffolk County Department of Audit and Control and the Department. The Contractor shall permit inspection and audit of such accounts, books, records, documents and other evidence by the Department and the Suffolk County Comptroller, or their representatives, as often as, in their judgment, such inspection is deemed necessary. Such right of inspection and audit as set forth in subparagraph (b) below shall exist during the Term and for a period of seven (7) years after expiration or termination of the Contract.
- b. The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.

5. Audit

- a. All payments made under the Contract are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and the Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to Services under the Contract. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Comptroller or shall submit a proposed plan of repayment to the Comptroller. If there is no response, or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under the Contract or any other Fund Source.
- b. The provisions of this paragraph shall survive the expiration or termination of the Contract for a period of seven (7) years, and access to records shall be as set forth in paragraph 31 of Exhibit 1, and paragraph 4(b) of Article II.

6. Comptroller's Rules and Regulations for Consultant's Agreements

The Contractor shall comply with the "Comptroller's Rules and Regulations for Consultant's Agreements" as promulgated by the Department of Audit and Control of Suffolk County and any amendments thereto during the Term of the Contract. The "Comptroller's Rules and Regulations for Consultant's Agreements" may be viewed online at the County's website, SuffolkCountyny.gov; go to "Government," then "Comptroller," then "Consultant's Agreements."

7. Specific Payment Terms and Conditions

a. Project Cost

The Total Cost of the Road End Drainage Improvement Project is \$474,000.00.

b. County Funding

Pursuant to the terms of Suffolk County Resolution Number 584-2018 (Attachment B), the County shall reimburse the Contractor for up to \$237,000.00 for the Road End Drainage Improvements Project. The County shall not be responsible for any costs which exceed the Total Cost of the Contract on the first page of the Contract.

c. Matching Funds

- i.) The Contractor shall not use the County funds granted under this Contract as matching funds for this project or any other federal, state, or other grant program unless specifically authorized by written consent from the County.
- ii.) The Village of Greenport shall provide matching funds for the Services in an amount no less

than either \$237,000.00 or one half (1/2) of the Total Cost of the Project, whichever is less.

- iii.) The Contractor shall be responsible for any costs which are not reimbursed or reimbursable under this Contract. Additional funding necessary to complete the project shall be provided as determined by the Contractor.
- iv.) All of the Services, as described in Article I, must be completed by the Contractor in order to receive final payment for the Services from the County.

d. Project Budget

The following table contains the Budget for the Services. The table outlines the County's expenses and also the funding match required to meet the County's requirements.

Expenditure Category	Village Match	County Grant	Total Costs
In-house Labor	\$60,725	\$0	\$60,725
Equipment/Materials/Supplies	\$23,000	\$23,000	\$46,000
Contractual Services	\$153,275	\$214,000	\$367,275
Total Project Costs	\$237,000	\$237,000	\$474,000

e. Submission of Vouchers

Payment to the Contractor for the County funds granted under this Contract shall be made upon completion of the Road End Drainage Improvements Project. The Contractor shall submit a Suffolk County Payment Voucher for its expenses. The Suffolk County Payment Voucher shall document the expenses to be reimbursed by the County as well as the expenses incurred by the Contractor as part of its match.

End of Text for Article II

Exhibit 1
County Terms and Conditions

1. Elements of Interpretation

As used throughout the Contract:

a. Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons, and shall include successors and assigns.

b. Capitalized terms used, but not otherwise defined herein, shall have the meanings assigned to them in the Contract.

2. Meanings of Terms

As used in the Contract:

“Comptroller” means the Comptroller of the County of Suffolk.

“Contract” means all terms and conditions herein forming all rights and obligations of the Contractor and the County.

“Contractor” means the signatory person, partnership, corporation, association or other entity, its officers, officials, employees, agents, servants, sub-contractors, volunteers, and any successor or assign of any one or more of the foregoing performing the Services.

“County” means the County of Suffolk, its departments, and agencies.

“County Attorney” means the County Attorney of the County of Suffolk.

“Department” means the signatory department approving the Contract.

“Engineering Services” means the definition of the practice of engineering and the definition of practice of land surveying, as the case may be, under Section 7201 and Section 7203 of the State Education Law, respectively.

“Event of Default” means

a. the Contractor’s failure to perform any duty required of it under paragraphs 4 through 7 of this Exhibit 1 of the Contract; or

b. the Contractor’s failure to maintain the amount and types of insurance with an authorized insurer as required by the Contract; or

c. the Contractor’s failure to maintain

insurance required by the Contract with an insurer that has designated the New York Superintendent of Insurance as its lawful agent for service of process; or

d. The Contractor’s failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or

e. The Contractor’s bankruptcy or insolvency; or

f. The Contractor’s failure to cooperate in an Audit; or

g. The Contractor’s falsification of records or reports, misuse of funds, or malfeasance or nonfeasance in financial record keeping arising out of, or in connection with, any contract with the County; or

h. The Contractor’s failure to submit, or failure to timely submit, documentation to obtain Federal or State funds; or

i. The inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor; or

j. Any condition the County determines, in its sole discretion, that is dangerous.

“Federal” means the United States government, its departments and agencies.

“Fund Source” means any direct or indirect sum payable to the Contractor by the County pursuant to any lawful obligation.

“Legislature” means the Legislature of the County of Suffolk.

“Services” means all that which the Contractor must do, and any part thereof arising out of, or in connection with, the Contract as described in Article I “Description of Services.”

“State” means the State of New York.

“Suffolk County Payment Voucher” means the document authorized and required by the Comptroller for release of payment.

“Term” means the time period set forth on page one of the Contract and, if exercised by the County, the option period.

3. Contractor Responsibilities

a. It shall be the duty of the Contractor to discharge, or cause to be discharged, all of its responsibilities, and to administer funds received in the interest of the County in accordance with the provisions of the Contract.

b. The Contractor shall promptly take all action as may be necessary to render the Services.

c. The Contractor shall not take any action that is inconsistent with the provisions of the Contract.

d. Services provided under this Contract shall be open to all residents of the County.

4. Qualifications, Licenses, and Professional Standards

a. The Contractor represents and warrants that it has, and shall continuously possess, during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.

b. The Contractor shall continuously have during the Term all required authorizations, certificates, certifications, registrations, licenses, permits, and other approvals required by Federal, State, County, or local authorities necessary to qualify it to render the Services.

5. Notifications

a. The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held by any person necessary to qualify him or the Contractor to perform the Services.

b. In the event that a person is no longer licensed to perform the Services, the Contractor must immediately notify the County, but in no event shall such notification be later than five (5) days after a license holder has lost the license required to qualify the license holder or the Contractor to perform the Services.

c. In the event that the Contractor is not able to perform the Services due to a loss of license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the generality of the foregoing, if any part of the Contract remains to be performed, and the termination of the license does not affect the Contractor's ability to render the Services, every other term and provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

6. Documentation of Professional Standards

The Contractor shall maintain on file, in one location in Suffolk County, all records that demonstrate that it has complied with paragraphs 4 and 5 above. The address of the location of the aforesaid records and documents shall be provided to the County no later than the date of execution of the Contract. Such documentation shall be kept, maintained, and available for inspection by the County upon twenty-four (24) hours notice.

7. Credentialing

a. In the event that the Department, or any division thereof, maintains a credentialing process to qualify the Contractor to render the Services, the Contractor shall complete the required credentialing process. In the event that any State credential, registration, certification, or license, Drug Enforcement Agency registration, or Medicare or Medicaid certification is restricted, suspended, or temporarily or permanently revoked, it is the duty of the Contractor to contact the Department, or division thereof, as the case may be, in writing, no later than three (3) days after such restriction, suspension, or revocation.

b. The Contractor shall forward to the Department, or division thereof, as the case may be, on or before July 1 of each year during the Term, a complete list of the names and addresses of all persons providing the Services, as well as their respective areas of certification, credentialing, registration, and licensing.

8. Engineering Certificate

In the event that the Contract requires any Engineering Services, the Contractor shall submit to the County, no later than the due date for submission for approval of any engineering work product, the Certificate of Authorization ("Certificate"), issued pursuant to § 7210 of the New York Education Law, of every person performing any Engineering Services. The failure to file, submit or maintain the Certificate shall be

grounds for rejection of any engineering work product submitted for approval.

9. Termination

a. Thirty Days Termination

The County shall have the right to terminate the Contract without cause, for any reason, at any time, upon such terms and conditions it deems appropriate, provided, however, that no such termination shall be effective unless the Contractor is given at least thirty (30) days notice.

b. Event of Default; Termination on Notice

i.) The County may immediately terminate the Contract, for cause, upon such terms and conditions it deems appropriate, in the Event of Default.

ii.) If the Contractor defaults under any other provision of the Contract, the County may terminate the Contract, on not less than five (5) days notice, upon such terms and conditions it deems appropriate.

c. Termination Notice

Any notice providing for termination shall be

delivered as provided for in paragraph 33 of this Exhibit 1.

d. Duties upon Termination

i.) The Contractor shall discontinue the Services as directed in the termination notice.

ii.) Subject to any defenses available to it, the County shall pay the Contractor for the Services rendered through the date of termination.

iii.) The County shall be released from any and all liability under the Contract, effective as of the date of the termination notice.

iv.) Upon termination, the Contractor shall reimburse the County the balance of any funds advanced to the Contractor by the County no later than thirty (30) days after termination of the Contract. The provisions of this

subparagraph shall survive the expiration or termination of the Contract.

v.) Nothing contained in this paragraph shall be construed as a limitation on the County's rights set forth in paragraphs 5(c) and 15 of this Exhibit 1.

10. Indemnification and Defense

a. The Contractor shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Contractor, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with the Contract.

b. The Contractor hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Contractor agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.

c. The Contractor shall defend the County, its agents,

servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Contract, and any copyright infringement proceeding or action. Alternatively, at the County's option, the County may defend any such proceeding or action and require the Contractor to pay reasonable attorneys' fees or salary costs of County employees of the Department of Law for the defense of any such suit.

11. Insurance

a. The Contractor shall continuously maintain, during the Term of the Contract, insurance in amounts and types as follows:

i.) Commercial General Liability insurance, including

contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.

ii.) **Automobile Liability insurance** (if any non-owned or owned vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence. The County shall be named an additional insured.

iii.) **Workers' Compensation and Employer's Liability insurance** in compliance with all applicable New York State laws and regulations and **Disability Benefits insurance**, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iv.) **Professional Liability insurance** in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per-occurrence or claims-made coverage basis.

b. The County may mandate an increase in the liability limits set forth in the immediately preceding paragraphs (11)(a)(i), (ii), and (iv).

c. All policies providing such coverage shall be issued by insurance companies authorized to do business in New York with an A.M. Best rating of A- or better.

d. The Contractor shall furnish to the County, prior to the execution of the Contract,

declaration pages for each policy of insurance and certificates, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements.

e. In the case of commercial general liability insurance the Contractor shall furnish to the County, prior to the execution of the Contract, a declaration page or insuring agreement and endorsement page evidencing the County's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.

f. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the Contractor to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.

g. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.

12. Independent Contractor

The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything herein, the Contract shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.

13. Severability

It is expressly agreed that if any term or provision of the Contract, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of the Contract, 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 the Contract shall be valid and shall be enforced to the fullest extent permitted by law.

14. Merger; No Oral Changes

It is expressly agreed that the Contract represents the entire agreement of the parties and that all previous understandings are herein merged in the Contract. No modification of the Contract shall be valid unless in written form and executed by both parties.

15. Set-Off Rights

The County shall have all of its common law, equitable, and statutory rights of set-off. These

rights shall include, but not be limited to, the County's option to withhold from a Fund Source an amount no greater than any moneys due and owing to the County for any reason. The County shall exercise its set-off rights subject to approval by the County Attorney. In cases of set-off pursuant to a Comptroller's audit, the County shall only exercise such right after the finalization thereof, and only after consultation with the County Attorney.

16. Non-Discrimination in Services

a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status:

i.) deny any individual the Services provided pursuant to the Contract; or

ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Contract; or

iii.) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Contract; or

iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Contract; or

v.) treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive the Services provided pursuant to the Contract.

b. The Contractor shall not utilize criteria or methods of administration which have the effect of

subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, or have the effect of substantially impairing the Contract with respect to individuals of a particular race, creed, color, national origin, sex, age,

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disability, sexual orientation, military status, or marital status, in determining:

- i.) the Services to be provided, or
- ii.) the class of individuals to whom, or the situations in which, the Services will be provided; or
- iii.) the class of individuals to be afforded an opportunity to receive the Services.

17. Nonsectarian Declaration

The Services performed under the Contract are secular in nature. No funds received pursuant to the Contract shall be used for sectarian purposes or to further the advancement of any religion. The Services will be available to all eligible individuals regardless of religious belief or affiliation.

18. Governing Law

The Contract shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

19. No Waiver

It shall not be construed that any failure or forbearance of the County to enforce any provision of the Contract in any particular instance or instances is a waiver of that provision. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure or forbearance.

20. Conflicts of Interest

The Contractor shall not, during the Term, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Contract and its private interests. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or

potential. This duty shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

21. Cooperation on Claims

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its

employees or designated representatives arising out of, or in connection with, the Contract.

22. Confidentiality

Any document of the County, or any document created by the Contractor and used in rendering the Services, shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules, and regulations.

23. Assignment and Subcontracting

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the moneys that may be due or become due hereunder, (collectively referred to in this paragraph 23 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

b. Such Assignment shall be subject to all of the provisions of the Contract and to any other condition the County requires. No approval of any Assignment shall be construed as enlarging any obligation of the County under the terms and provisions of the Contract. No Assignment of the Contract or assumption by any person of any duty of the Contractor under the Contract shall provide for, or otherwise be construed as, releasing the Contractor from any term or provision of the Contract.

24. Changes to Contractor

a. The Contractor may, from time to time, with the County's consent, enter into a Permitted Transfer. For purposes of the Contract, a Permitted Transfer means:

i.) if the Contractor is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof, and

ii.) if the Contractor is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter),

1. the dissolution, merger, consolidation or other reorganization of the Contractor,

2. the sale or other transfer of twenty percent (20%) or more of the

shares of the Contractor (other than to existing shareholders, the corporation itself or the immediate family members of shareholders by reason of gift, sale or devise).

b. If the Contractor is a not-for-profit corporation, a change of twenty percent (20%) or more of its shares or members shall be deemed a Permitted Transfer.

c. The Contractor shall notify the County in writing, which notice (the "Transfer Notice") shall include:

i.) the proposed effective date of the Permitted Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice;

ii.) a summary of the material terms of the proposed Permitted Transfer,

iii.) the name and address of the proposed transferee,

iv.) such information reasonably required by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed transferee, nature of the proposed assignee/transferee's business and experience;

v.) all executed forms required pursuant to Exhibit 2 of the Contract, that are required to be submitted by the Contractor; and

vi.) such other information as the County may reasonably require.

d. The County agrees that any request for its consent to a Permitted Transfer shall be granted provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 189 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 33 of this Exhibit 1 of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such 20-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

e. Notwithstanding the County's consent,

i.) the terms and conditions of the Contract shall in no way be deemed to have been waived or modified, and

ii.) such consent shall not be deemed consent to any further transfers.

25. No Intended Third Party Beneficiaries

The Contract is entered into solely for the benefit of the County and the Contractor. No third party shall be deemed a beneficiary of the Contract and no third party shall have the right to make any claim or assert any right under the Contract.

26. Certification as to Relationships

The Contractor certifies under penalties of perjury that, other than through the funds provided in the Contract and other valid agreements with the County, there is no known spouse, life partner, business, commercial, economic, or financial relationship with the County or its elected officials. The Contractor also certifies that there is no relationship within the third degree of consanguinity, between the Contractor, any of its partners, members, directors, or shareholders owning five percent (5%) or more of the

Contractor, and the County. The foregoing certification shall not apply to a contractor that is a municipal corporation or a government entity.

27. Publications

Any book, article, report, or other publication related to the Services provided pursuant to this Contract shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by the County of Suffolk."

28. Copyrights and Patents

a. Copyrights

Any and all materials generated by or on behalf of the Contractor while performing the Services (including, without limitation, designs, images, video, reports, analyses, manuals, films, tests, tutorials, and any other work product of any kind) and all intellectual property rights relating thereto ("Work Product") are and shall be the sole property of the County. The Contractor hereby assigns to the County its entire right, title and interest, if any, to all Work Product, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in the County of any and all Work Product. The Contractor may not secure copyright protection. The County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, consent to produce, reproduce, publish, translate, display or otherwise use the Work Product. This paragraph shall survive any completion, expiration or termination of this Contract.

The County shall be deemed to be the author of all the Work Product. The Contractor acknowledges that all Work Product shall constitute "work made for hire" under the U.S. copyright laws. To the

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extent that any Work Product does not constitute a "work made for hire," the Contractor hereby assigns to the County all right, title and interest, including the right, title and interest to reproduce, edit, adapt, modify or otherwise use the Work Product, that the Contractor may have or may hereafter acquire in the Work Product, including all intellectual property rights therein, in any manner or medium throughout the world in perpetuity without compensation. This includes, but is not limited to, the right to reproduce and distribute the Work Product in electronic or optical media, or in CD-ROM, on-line or similar format.

b. Patents

If the Contractor develops, invents, designs or creates any idea, concept, code, processes or other work or materials during the Term, or as a result of any Services performed under the Contract ("patent eligible subject matter"), it shall be the sole property of the County. The Contractor hereby assigns to the County its entire right, title and interest, if any, to all patent eligible subject matter, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in the County of any and all patent eligible subject matter. The Contractor may not apply for or secure for itself patent protection. The County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, consent to produce or otherwise use any item so discovered and/or the right to secure a patent for the discovery or invention. This paragraph shall survive any completion, expiration or termination of this Contract.

29. Arrears to County

The Contractor warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon any debt, contract, or any other lawful obligation, and is not in default to the County as surety.

30. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction

In the event that the Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Article II of Chapter 353, as more fully set forth in Exhibit 2 entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

31. Record Retention

The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial

information that is privileged or confidential. Without limiting the generality of the foregoing, records directly related to contract expenditures shall be kept for a period of ten (10) years because the statute of limitations for the New York False Claims Act (New York False Claims Act § 192) is ten (10) years.

32. Certification Regarding Lobbying

Together with this Contract and as a condition precedent to its execution by the County, the Contractor shall have executed and delivered to the County the Certification Regarding Lobbying (if payment under this Contract may exceed \$100,000) as required by Federal regulations, and shall promptly advise the County of any material change in any of the information reported on such Certification, and shall otherwise comply with, and shall assist the County in complying with, said regulations as now in effect or as amended during the term of this Contract.

33. Notice

Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Contractor at the address on page 1 of the Contract and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Contractor relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

End of Text for Exhibit 1

Exhibit 2
Suffolk County Legislative Requirements

NOTE: THE CONTRACTOR'S COMPLETED LEGISLATIVE REQUIREMENTS FORMS REFERENCED HEREIN ARE AVAILABLE ON FILE AT THE DEPARTMENT NAMED ON THE SIGNATURE PAGE OF THIS CONTRACT.

1. Contractor's/Vendor's Public Disclosure Statement

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-8 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-8 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-8 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Contract.

Required Form:

Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 575, of the Suffolk County Code.

This Contract is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Forms:

Suffolk County Living Wage Form DOL-LW-1/38 (Revised 8/2017); entitled "Suffolk County Department of Labor, LICENSING & CONSUMER AFFAIRS -Notice of Application for County Compensation-LIVING WAGE

CERTIFICATION/DECLARATION-SUBJECT TO AUDIT."

3. Use of County Resources to Interfere with Collective Bargaining Activities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article I of Chapter 803 of the Suffolk County Code.

County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803 of the Suffolk County Code, including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

If the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Chapter 803, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Form:

Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor - Labor Mediation Unit Union Organizing Certification/Declaration - Subject to Audit."

4. Lawful Hiring of Employees Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 353 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the

County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the Contract, and whenever a new contractor or subcontractor is hired under the terms of the Contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of the Contract.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the Contract for violations of this Law and to seek other remedies available under the law.

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

“SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING, & CONSUMER AFFAIRS – NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW (8 U.S.C. SECTION 1324A) WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES, Suffolk County Code, Chapter 353 (2006)” DOL-LHE 1 / 2 (REVISED 8/2017).

5. Gratuities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 664 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

The Contractor shall comply with Article II of Chapter 880, of the Suffolk County Code, entitled “Child Sexual Abuse Reporting Policy,” as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term “conviction” shall mean a finding of guilty after a trial or a plea of guilty to an offense covered

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under section 189-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. **Use of Funds in Prosecution of Civil Actions Prohibited**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article III of Chapter 893 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. **Youth Sports**

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. **Work Experience Participation**

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

12. **Safeguarding Personal Information of Minors**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 20-2013, a Local Law to Safeguard the Personal Information of Minors in Suffolk County.

All contract agencies that provide services to minors are required to protect the privacy of the minors and are strictly prohibited from selling or otherwise providing to any third party, in any manner whatsoever, the personal or identifying

information of any minor participating in their programs.

13. **Contract Agency Performance Measures and Reporting Requirements**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 41-2013, a Charter Law to Implement Performance Measurement to Increase Accountability and Enhance Service Delivery by Contract Agencies (Article VIII of Chapter 189 of the Suffolk County Code).

All contract agencies having a contract in excess of \$50,000 shall cooperate with the contract's administering department to identify the key performance measures related to the objectives of the service the contract agency provides and shall develop an annual performance reporting plan. The contract agency shall cooperate with the administering department and the County Executive's Performance Management Team to establish working groups to identify appropriate performance indicators for monthly evaluation of the contract agency's performance measures.

14. **Suffolk County Local Laws Website Address**

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

15. **Suffolk County Code of Ethics**

As required by Suffolk County Standard Operating Procedure A-06, the following is a link to the Suffolk County Ethics Booklet, which contains the provisions of the Suffolk County Code of Ethics:

<http://www.suffolkcountyny.gov/Portals/0/Boardofethics/Code%20of%20Ethics%20Booklet%20-%20New%20Revised%20May%202017.pdf>

End of Text for Exhibit 2

ATTACHMENT A



VILLAGE OF GREENPORT
BOARD OF TRUSTEES
REGULAR MEETING
THURSDAY, JANUARY 25, 2018 AT 7:00 PM
RESOLUTION OF THE BOARD OF TRUSTEES

At the Village of Greenport Board of Trustees Regular Meeting held on Thursday, January 25, 2018; the Board adopted a

RESOLUTION determining that the application for the Suffolk County Water Quality Protection Program and Land Stewardship Initiatives is a Type II Action for purposes of SEQRA, and authorizing the Village of Greenport management staff to submit paperwork for the application for the Suffolk County Water Quality Protection Program and Land Stewardship Initiatives for the construction of stormwater retention road ends at specified Village properties, as a "50/50 match" financial commitment on the part of the Village of Greenport, and further authorizing Mayor Hubbard to sign any necessary corresponding agreements or contracts.

STATE OF NEW YORK
COUNTY OF SUFFOLK ss:

THIS IS TO CERTIFY THAT I, Sylvia Pirillo, Village Clerk of the Village of Greenport of the County of Suffolk, have compared the foregoing copy of the resolution now on file in this office, which was adopted by the Village of Greenport Board of Trustees on January 25, 2018 and that the same is a true and correct transcript of said resolution of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Village of Greenport of the County of Suffolk.

Dated: January 25, 2018


Sylvia Lazzari Pirillo, RMC
Village Clerk

ATTACHMENT B

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. 584 -2018, AMENDING THE ADOPTED 2018 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2018 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH THE ROAD END DRAINAGE IMPROVEMENT PROJECT WITHIN THE VILLAGE OF GREENPORT (CP 8240.338)

WHEREAS, there are sufficient funds within the Reserved Fund Balance of Fund 477 for the purpose of Water Quality Protection; and

WHEREAS, the Suffolk County Water Quality Protection and Restoration Program Review Committee, pursuant to Article XII of the SUFFOLK COUNTY CHARTER has recommended funding for the Road End Drainage Improvement Project within the Village of Greenport at its March 28, 2018 meeting as an appropriate use of Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative funds; and

WHEREAS, Suffolk County First District Legislator Al Krupski will sponsor the Road End Drainage Project within the Village of Greenport, in accordance with Article XII of the SUFFOLK COUNTY CHARTER; and

WHEREAS, this project proposes to renovate four specific road ends located at Fourth Street, Clark Street, Brown Street, and Flint Street in the Village of Greenport in order to reduce and treat stormwater runoff affecting Greenport Harbor; and

WHEREAS, the project will utilize green infrastructure practices including bio-retention swales, permeable pavers, rip-rap seawalls, and native plantings; and

WHEREAS, the main body of Greenport Harbor known as Shelter Island Sound North is designated by the New York State Department of Environmental Conservation as a threatened waterway for shellfish and a stressed waterway for fish consumption; and

WHEREAS, the project is consistent with the specific goals of the Peconic Estuary Program's Comprehensive Conservation and Management Plan to "maintain and improve water quality of the estuary through a reduction of overall stormwater runoff" and to "maintain current level of lands available to shellfish harvesting"; and

WHEREAS, the Village of Greenport determined by Village Board Resolution adopted at the January 25, 2018 Village of Greenport Board of Trustees Regular Meeting, that the application for the Suffolk County Water Quality and Land Stewardship Initiative is a Type II action for purposes of SEQRA and authorized the Village staff to submit an application for the construction of stormwater retention road ends at specified Village properties, as a 50/50 match financial commitment on the part of the Village of Greenport; and

WHEREAS, the Village of Greenport has also authorized by said Resolution for Village of Greenport Mayor Hubbard to sign any necessary corresponding agreements of contracts; and

WHEREAS, the project will be initiated within one year of the date of adoption of this Resolution; and

WHEREAS, the project will be completed within three years of the date of adoption of this Resolution; and

WHEREAS, funding for this project is requested through the Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2018 Adopted Capital Budget and Program, as the basis for funding capital projects such as this project; and

WHEREAS, there are sufficient funds available in Fund 477 within the Reserved Fund Balance for Water Quality related projects to support the appropriation of this project within the 2018 Capital Budget and Program; now, therefore be it

1st **RESOLVED**, that the Village of Greenport, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, found as documented by Village Board Resolution adopted on January 25, 2018, that this proposed action constitutes a Type II Action for purposes of SEQRA. Therefore the SEQRA review is complete and no further action needs to be taken by Suffolk County; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of sixty-six (66) is eligible for approval in accordance with the provisions of Resolution No. 471-1994, as revised by Resolution No. 461-2006; and be it further

3rd **RESOLVED**, that sufficient funds exist within Fund 477's Water Quality Reserve Fund Balance component to cover the cost of the County's share for this project; and be it further

4th **RESOLVED**, that the Adopted 2018 Operating Budget be and hereby is amended and that the interfund transfer be and hereby is appropriated from Fund 477 Reserve Fund Balance as follows:

EXPENDITURES:

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Object</u>	<u>Description</u>	<u>Amount</u>
477	IFT	E525	9600	Transfer to Capital Fund	\$237,000

and be it further

5th **RESOLVED**, that the interfund revenues be and hereby are transferred and accepted in the Capital Fund as follows:

REVENUES:

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Rev Source</u>	<u>Description</u>	<u>Amount</u>
525 (Ref. 525-CAP-IFTR-R477)	CAP	IFTR	R477	Transfer from Water Quality Protection	\$237,000

and be it further

6th **RESOLVED**, that the 2018 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 8240
Project Title: Greenport Road End Drainage Improvement Project

	<u>Total Est'd Cost</u>	<u>Current 2018 Capital Budget & Program</u>	<u>Revised 2018 Capital Budget & Program</u>
3. Construction	<u>\$237,000</u>	<u>\$0</u>	<u>\$237,000 W</u>
TOTAL	\$237,000	\$0	\$237,000

and be it further

7th **RESOLVED**, that these Water Quality proceeds in the amount of \$237,000 be and hereby is appropriated as follows:

<u>Project Number</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-8240.338	Greenport Road End Drainage Improvement	\$237,000

and be it further

8th **RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized and directed to accept these interfund revenues and effectuate these interfund transfers, including the associated cash transfers to finance this capital project; and be it further

9th **RESOLVED**, that the County Executive is hereby authorized to enter into an Intermunicipal Agreement with the Village of Greenport under section 119-o of the NEW YORK GENERAL MUNICIPAL LAW which shall include but not limited to, a provision authorizing the Village of Greenport to implement the Road End Drainage Improvement Project.

DATED: July 17, 2018

APPROVED BY:

/s/ Steven Bellone
County Executive of Suffolk County

Date: August 1, 2018



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: September 13, 2018
Meeting: September 20, 2018 7:00 PM
Work Session Meeting
To: Mayor George W. Hubbard, Jr.
Board of Trustees
Prepared By: Debbie Boyle, *Assistant*
From: Mary Bess Phillips, *Trustee*
Department: Mayor and Board of Trustees

Trustee Phillips September 2018 Work Session Report

Attachments:

Trustee Phillips September 2018 Work Session Report (PDF)

Village Trustee Mary Bess Phillips

September, 2018

Three Request for the September 20, 2018 Work Session

1. Stirling Harbor – Dredging

I have attached some background material on the past activity in discussion of the situation at the entrance of Stirling Harbor/Sterling Creek. Work and funds were spent in the year 2012 in applying for a maintenance dredging permit.

In reviewing, observations and discussions, about the Federal Navigational Channel entrance as well as the breakwater jetty at Gull Pond– I am requesting that a dialogue be started with the Town of Southold, Suffolk County, New York State Dept. of State, New York State DEC, Army Corp. of Engineers and our local Federal and State Legislatures to work towards funding this needed work.

Between the Stirling Harbor and Brewer Yacht yards estimated amount of dockage slips @ 365. This area also includes are Bayman's Dock Slips, village moorings, private marinas, commercial and residential properties all that have activity sailing in and out of this area.

2. Traffic Enforcement

The traffic and parking season this past summer has been interesting at best. I am suggesting that management review the positives and negatives of the past season of the TCO's efforts. I believe this information would be helpful for all at budget time and whether the questions of enforcements needs to be a seven days a week effort.

3. Suffolk County Consortium

Working and continued the progress on the resolutions and requirements for the Village of Greenport in applications to the Town of Southold for the Suffolk County Consortium and the IMAS for this year's round with Suffolk County. Along with the paperwork requirements for the Village becoming part of the consortium directly.

SUFFOLK TIMES

Government

Greenport pols want dredging of Stirling Harbor made a priority

by Julie Lane |
11/08/2011 1:30 PM

Greenport Mayor David Nyce wants the federal government to move rapidly on the dredging of Stirling Harbor or get out of the way and let the village arrange its own dredging. That was his message at a Monday morning press conference at Sandy Beach, the site of the village's monument honoring those who have lost their lives at sea.

"The small and mighty Village of Greenport will do it for them," Mr. Nyce said, indicating he has an offer on the table by an undisclosed source to tackle the job if the U.S. Army Corps of Engineers can't move on the project this year.

"Please get out of the way and let us do it," the mayor said.

The last notice village officials got about the dredging was that there isn't enough commercial use of Stirling Harbor to merit moving the project forward until at least the winter of 2013.

"That made me mad," Mr. Nyce said. Stirling Harbor may be small potatoes to the federal government, but it's vital to the village, he said. Everyone is waiting six or seven years for dredging, Mr. Nyce said.

"We don't have time to wait," he said.

In an email to village residents, Trustee Mary Bess Phillips noted that there are several significant commercial operations in Stirling Harbor besides the Greenport Seafood Dock she and her husband Capt. Mark Phillips own. Others are Stirling Harbor Marina, Brewer's Yacht Yard, Hanf's Shipyard, Costello Marine, Townsend Manor Marina, Wooden Boat Builders and Kearnsport.

The undeveloped 123 Sterling Street Corp. site, once zoned solely for waterfront commercial operations, could eventually see another business dependent on an accessible harbor. It is currently for sale.

Stirling Harbor may not be a priority for the feds, Mr. Nyce said. But it's significant to the life's blood of the local community, he said. He was joined in his call for action by state Sen. Ken LaValle (R-Port Jefferson), Suffolk County Legislator Ed Romaine and Southold Town Trustee David Bergen.

It was Mr. Bergen who, early in Mr. Nyce's first term, called for action on the village's behalf. He's in possession of a hydrographic survey by the U.S. Army Corps of Engineers showing how difficult it is for vessels to get in and out of the harbor because of a lack of dredging. He said Suffolk County has equipment to dredge only about five sites of 15 to 20 the trustees recommended in Southold this year.

Both he and Sen. LaValle noted that Eastern Long Island Hospital's emergency dock in Stirling Harbor is affected by the lack of dredging in Stirling Harbor.

"This is a federal channel and the feds need to take responsibility for getting it dredged," Mr. Bergen said.

It's an annual problem for many creeks and harbors in Suffolk County, Mr. LaValle said, calling on the federal government and the New York State Department of Environmental Conservation to develop a maintenance plan.

"Our waterways are also our highways," Mr. Romaine said. No one would tolerate a roadway being shut down for years, but a lack of maintenance to Suffolk County harbors is impeding navigation, he said. Maintenance dredging would prevent projects becoming major undertakings, he said.

"People should not have to come with hats in hand begging for relief," Mr. LaValle said.

jlane@timesreview.com

Comments

Calverton, Ed Romaine, Suffolk County Legislature

Romaine: Greenport could be step closer to Stirling Harbor dredge

by Julie Lane

01/29/2012 11:00 AM



JULIE LANE PHOTO - County Legislator Ed Romaine

With a push from Suffolk County Legislator Ed Romaine to enlist support from Sen. Charles Schumer, Greenport could be a step closer to what Mayor David Nyce has called the critical dredging of Stirling Harbor.

After a letter Mr. Romaine sent to the Army Corps of Engineers about the project went unanswered, he turned to Mr. Schumer, asking the Senator to intercede on behalf of the village. Mr. Schumer has agreed to try to push for the necessary permits to get the job done now, Mr. Romaine said.

Mr. Romaine was following up on a November 2011 press conference Mr. Nyce held at Sandy Beach overlooking Stirling Harbor in which the mayor asked that the feds to either do the job or get out of the way and let the village arrange the dredging.

"The small and mighty Village of Greenport will do it for them," Mr. Nyce said at that press conference, indicating he has an offer on the table by an undisclosed source to tackle the job if the U.S. Army Corps of Engineers can't move on the project this year.

"Please get out of the way and let us do it," the mayor said.

Mr. Romaine followed up with his letter to the Army Corps of Engineers, but told Mr. Schumer he was disappointed it went unanswered.

In his latest communication with Mr. Schumer, Mr. Romaine said he hoped the senator would "make every effort to approve the dredging with all due haste."

Mr. Schumer's office did not immediately return a phone call seeking comment.

Not only is Stirling Harbor used by fishing boats and pleasure craft, but it's also the entryway to the emergency dock at Eastern Long Island Hospital, Mr. Romaine told Mr. Schumer. He noted that five commercial fishing businesses rely on access to Stirling Harbor.

"The dredging of Stirling Harbor is a priority and should be expedited," Mr. Romaine said. "Our commercial fishing industry and those lives that may be saved by the hospital cannot afford any further delay."

The last notice village officials got about the dredging was that there isn't enough commercial use of Stirling Harbor to merit moving the project forward until at least the winter of 2013.

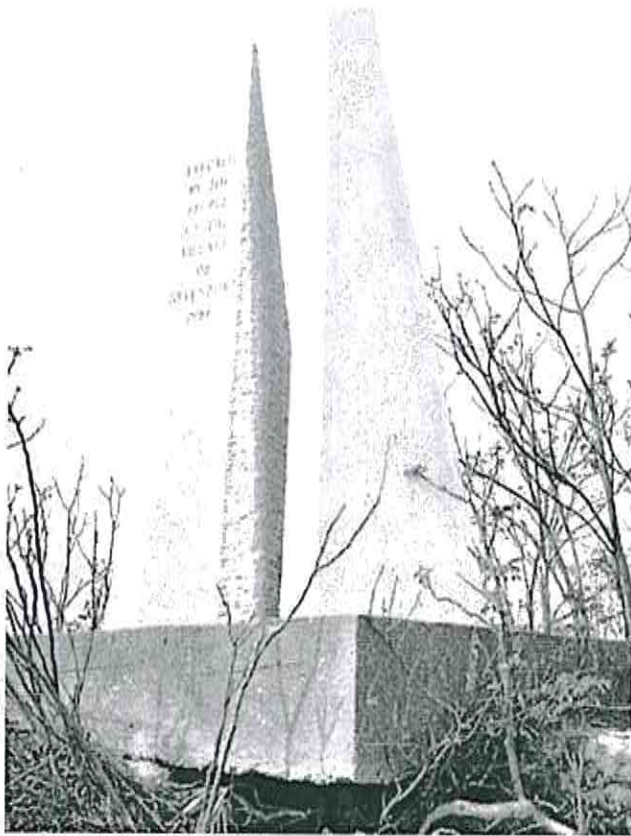
"That made me mad," Mr. Nyce said. Stirling Harbor may be small potatoes to the federal government, but it's vital to the village, he said. Everyone is waiting six or seven years for dredging, Mr. Nyce said.

"We don't have time to wait," he said.

jlane@timesreview.com

Greenport Maritime Monument repairs held up by dredging plan

by Julie Lane |
10/12/2011 1:00 PM



TROY GUSTAVSON PHOTO | The base of the Greenport Maritime Monument at Sandy Beach Point is in need of repair, but an effort to fix the monument has been delayed for several years since it is tied to the planned dredging of Stirling Creek.

The base of the Greenport Maritime Monument at Sandy Beach Point is in need of repair, but an effort to fix the monument has been delayed for several years since it is tied to the planned dredging of Stirling Creek.

What Greenport sculptor Arden Scott, who crafted the monument back in the mid 1980s, wonders is why the project has to be linked to the dredging in the first place. Ms. Scott said she doesn't believe the spoils from dredging could be used to fix the monument's base.

"I want to separate that out," she said. "There's no earthly reason it should be tied to the dredging."

Dredging requests can often be delayed as municipalities seek approval from the DEC.

It will take money to get the job done, but Ms. Scott thinks that since the monument, listed with the National Trust for Historic Preservation, which is dedicated to saving historic places throughout the country, could be eligible for grant funding. Funding might come through Save Outdoor Sculpture, a group determined to preserve such resources, could be a potential source of money, Ms. Scott suggested.

The concrete base of the monument needs to be rebuilt and then protected by ripwrap, similar to that used around the base of Long Beach Bar "Bug" Lighthouse to protect it from deterioration.

"The concrete's being undermined and we need some remediation," Ms. Scott said. She speculated that bulkheads constructed in the area since the monument was placed may have affected the way in which sea water now hits the deteriorating concrete base.

The monument isn't in danger of falling into the water, said Keith McCamy, Ms. Scott's husband. That's because the monument rests on pilings that are about 80-feet deep, he said. But the base has been badly eroded since the monument was dedicated in 1986 and the need for repairs has been evident for more than a year, Mr. McCamy said.

Construction of the monument was "a true community effort," Ms. Scott said. The idea grew out of recognition that Greenport needed a way to honor those who had lost their lives at sea, whether through military service or as

mariners who fished the waters out of Greenport.

Gloucester, MA., where Ms. Scott has sailed her own two-masted schooner in competitions, has a monument to its sailors and it seemed like a natural fit for Greenport and its long maritime history.

She crafted the monument out of two pieces of Bethel granite from Vermont, working at Steve Clark's Greenport Yacht and Shipbuilding yard on Carpenter Street. Stonemason Halsey Staples cut the inscription. John Costello and Terry Latham drove the pilings for the foundation and Joseph Crenshaw did the concrete work. Merlon Wiggin was the consulting engineer on the project.

Committee members, who raised funds for the project, were former mayor Dave Kapell, Ed Kruszeski, Bernie Heaney, Gail Horton, Poppy Johnson, Jeanne Thayer, Robert and Lillian White, and Mr. Staples. A lot of the work that went into the monument's creation didn't have to be paid for because of the in-kind contributions made by so many of the local craftsmen, Ms. Scott said.

She remembers Greenport merchants placing posters in their store windows asking for donations to support the project and said the support of then mayor George Hubbard Sr. was critical in making the monument a reality. She also credited Sen. Kenneth LaValle (R-Port Jefferson) with securing grant money for the project.

That the monument is still significant is demonstrated whenever members of the Navy are in Greenport, Ms. Scott said. They can often be seen at the site bowing their heads in tribute to the fallen.

While it might take another community effort to get the necessary work done at the site, Ms.

Scott said volunteers can't undertake the project without village approval, since the monument now belongs to Greenport.

jlane@timesreview.com

Town of Southold LWRP

necessary to maintain an adequate navigable depth for modern boats. In addition to providing navigational safety, the maintenance of certain channels also improves the tidal flushing of creeks and inland waterbodies. The dredging of creeks and inlets is examined in more detail in the Reach Analysis.

The ACOE maintains three areas in the Town of Southold for navigational purposes. These are at Mattituck Inlet (Reach 1), West Harbor on Fishers Island (Reach 10) and Stirling Basin, located within the Village of Greenport. Mattituck Inlet, Orient Point, and Stirling Basin are the responsibility of the New York District of the Army Corps of Engineers (ACOE); West Harbor on Fishers Island is under the jurisdiction of the New England District.

The Mattituck Inlet channel project was originally authorized in 1964 to provide access for commercial fishing and deep-draft recreational vessels. This inlet was re-dredged by the ACOE in 1990 and again (in part) during 2003-4. The two jetties were rebuilt during the years 1995-6. On Fishers Island, West Harbor was originally dredged to provide access to a petroleum terminal and for deep-draft recreational vessels. Maintenance dredging of Plum Island Harbor and/or channel has taken place circa 1972 and during the 1990s.

In Southold, there are twenty-five areas that are dredged by the SCDPW; some on a regular basis, dating back to 1959. The extent of county dredging depends on the funds available. Each year, the towns in Suffolk County send SCDPW a listing of priority sites to be dredged. These are reviewed to determine priorities. Since justification for this service is to keep channels clear for navigation, all dredging projects conducted by SCDPW must meet certain criteria to qualify for funding. The underlying premise is that any dredging and navigational maintenance project must be a legitimate public expense and provide public benefits. In general, the County will dredge only the mouths of selected embayments. In an area that is strictly residentially developed and where no public or quasi-public facilities are served, the County will only perform interface dredging of shoals at the mouth of the inlet or creek, where it intersects a navigation channel or larger water body.

Up until 1992, the County dredged Goldsmiths Inlet, as part of an agreement between the Town, County and State. Since 1992, the Town has dredged Goldsmith's Inlet on an annual basis. About 5,000 cubic yards are removed from the inlet entrance. The inlet is not navigable. The primary reason for the dredging is to keep the inlet mouth open so as to maintain tidal flow and to provide an outlet for the fresh water draining into the pond from Autumn Lake and the surrounding terrain. Thus the dredging serves two purposes. It maintains the salt-tolerant ecosystem and it prevents the flooding of the pond banks. The dredged material is usually deposited on Kenney's Beach.

Dredging in areas not maintained by the Federal government or the SCDPW, must be performed through private contracts. Generally, homeowner's associations or other private individuals band together to retain private contractors to perform the dredging. Such action requires approval from the Town, and the issuance of a permit pursuant to Chapter 97 of the Town Code, the Wetlands Law, in addition to applicable State and Federal permits.

Town of Southold LWRP

Table II-15: Navigation channels

	Waterbody	Maintenance
Reach 1	Mattituck Inlet – channel and anchorage	ACOE
	Mattituck Inlet – Long Creek	SCDPW
Reach 5	Orient Point Ferry	Private
	Gull Pond	SCDPW
	Stirling Harbor	ACOE
Reach 6	Plum Island Ferry	USDHS
	Mill Creek	SCDPW
Reach 7	Cedar Beach	SCDPW
	Goose Creek/Jockey Creek/Town Creek	SCDPW
	Corey Creek	SCDPW
	Richmond Creek	SCDPW
Reach 8	Little Creek	SCDPW
	Mud Creek	SCDPW
	Broadwater Cove	SCDPW
	East Creek	SCDPW
	West Creek	SCDPW
	Wickham Creek	SCDPW
Reach 9	Halls Creek	SCDPW
	Deep Hole Creek	SCDPW
	James Creek	SCDPW
Reach 10	Brushes Creek	SCDPW
	Silver Eel Harbor	Private
	West Harbor	ACOE

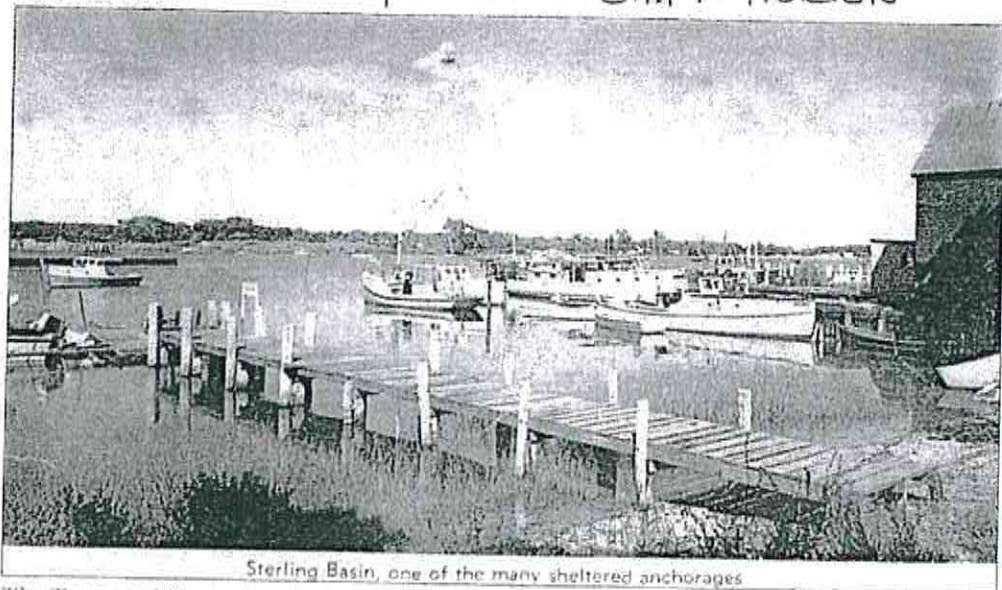
Sources: *Analysis of Dredging and Spoil Disposal Activity Conducted by Suffolk County, County of Suffolk, New York, Historical Perspective and a Look to the Future*, Suffolk County Planning Department, October 1985.

Town of Southold Local Waterfront Revitalization Program Document Review: Letter to Supervisor Joshua Y. Horton, Thomas R. Sheridan, Deputy Center Director for Operations, Plum Island Animal Disease Center, Department of Homeland Security, July 16, 2004.

• **Dredging**

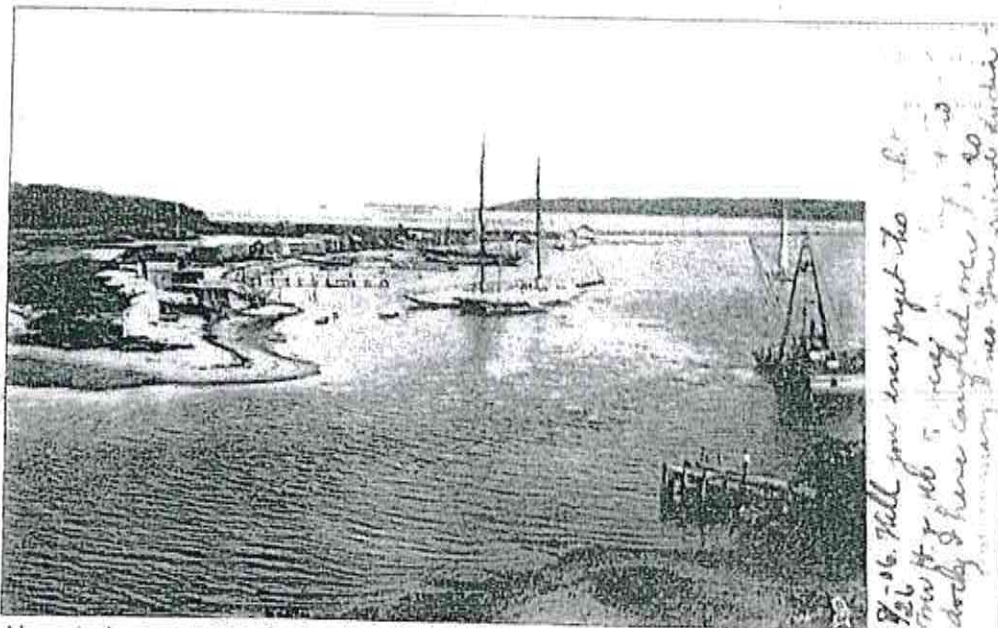
With one exception, two public agencies are responsible for the maintenance of navigational channels within Southold Town: the U.S. Army Corps of Engineers (ACOE) and the Suffolk County Department of Public Works (SCDPW), with the majority of the dredging projects being conducted by the SCDPW. The U.S. Department of Homeland Security maintains the harbor entrance to the Plum Island Animal Disease Center (PIADC) by way of joint permits from the ACOE and the State of New York; a practice that had been followed by the USDA when the facility was under their jurisdiction. There are also a number of private channels that are maintained by homeowners' associations and individuals. For many of the creeks and inlets dredging is

Postcard History Series - DAVID S. CORWIN
GAIL F. HORTON



Sterling Basin, one of the many sheltered anchorages

The Townsend Manor Inn dock, with Hanff's Boat Yard to the right of the postcard, is pictured here. One local story claims that the captain of the dredge working on Stirling Basin was given a case of Scotch whiskey to dredge up to the end of the west arm of the creek, which allowed boats to get as far as the present Townsend Manor Marina. (CDJ.)



Feb 26. Tell you they put the
new # 1 cable in
docky & here caught over 20
fish in one day & no fish in the
docky

Above is the entrance to Stirling Creek viewed from atop the Booth House. Sandy Beach is on the left. A steel cable was strung across the entrance at one time, allowing dinghies to be hand hauled from Sandy Beach to the mainland. The entrance to Stirling Creek was much wider before stomes moved the sand along Sandy Beach to Sandy Point. (SB.)

VILLAGE OF GREENPORT

236 THIRD STREET
GREENPORT, NY 11944
PHONE # (631) 477-0248 FAX # (631) 477-1707
Federal ID: 11-6002115
Web Site: villageofgreenport.org

Check Number: 202828
Fiscal Year/Period: 2013/8
Voucher Number: 4787
PO Number:
Pay Due: 08/28/2012
Check ID: AP1
Check Date: 08/28/2012
Creation Date: 08/14/2012
Invoice Number: Multiple
Page: 1 of 1

Voucher

Vendor: 0000000938
J.R. HOLZMACHER P.E., LLC
3555 VETERANS MEMORIAL HWY
SUITE A
RONKONKOMA, NY 11779

PHONE # (631) 234-2220 FAX # (631) 234-2221

Description: ENGINEERING SERVICES RENDERED 4/1/12-6/30/12
Invoice Numbers: GRPTV 1201-2

Total \$3,231.60

Date	Qty.	Unit	Description	Unit Price	Amount
			ENGINEERING SERVICES RENDERED 4/1/12-6/30/12 A 7110 401 (GENERAL FUND PARKS REC)		3,231.60
Total:					\$3,231.60

Ordered By: DONNA Approved By: DA, RB

Authorized Official

Date

Authorized Official

Date

Authorized Official

Date

Village Board Approval

Date

J.R. Holzmacher P.E., LLC

300 Wheeler Road, Suite 402, Hauppauge, New York 11788-4300
Tel: (631) 234-2220 Fax: (631) 234-2221 e-mail: info@holzmacher.com

July 23, 2012

Hon. David Nyce, Mayor
Inc. Village of Greenport
236 Third Street
Greenport, NY 11944

INVOICE NO. GrptV 1201-2

PROJECT: GrptV 12-01 – Retainer Services – Sterling Basin Dredging

For Professional Engineering Services rendered in support of Village operations to obtain permits to allow maintenance dredging of the inlet to Stirling Basin, in accordance with the proposal dated February 14, 2012.

BILLING PERIOD: April 1, 2012 through June 30, 2012

Task 1 – Preparation or Response to Federal and State Applications

Services this period include work on application package and figures illustrating the extent and volume of dredging to be used as exhibits on the permit application.

FEE BASIS: Per Diem plus Expenses, Not to Exceed \$4,200.

1.1 hrs.	J. Robert Holzmacher, P.E. Principal	@ \$ 210.00/hr.	\$ 231.00
	Task Subtotal:		\$ 231.00

Task 3 – Stirling Basin Dredging – EFH

Additional Services this period included preparation of draft Essential Fish Habitat (EFH) assessment including preparation of list of relevant species and life stages, gathering species specific information, review of NOAA data sets and start on text of assessment.

FEE BASIS: Per Diem plus Expenses

7.0 hrs.	J. Robert Holzmacher, P.E.
----------	----------------------------

1 of 2

TERMS: NET 30 DAYS

PLEASE REFERENCE INVOICE NUMBER ON PAYMENT

*J.R. Holzmacher P.E., LLC
300 Wheeler Road, Suite 402, Hauppauge, NY 11788-4300*

J.R. Holzmacher P.E., LLC

Invoice No. GrptV 1201-02

	Principal	@ \$ 210.00/hr.	\$1,470.00
0.6 hrs.	Heather Sonnenberg Project Engineer	@ \$ 96.00/hr.	\$ 57.60
16.2 hrs.	Diana G. Holzmacher Engineering Technician	@ \$ 75.00/hr.	\$1,215.00
4.3 hrs.	Brian Hernandez Engineering Technician	@ \$ 60.00/hr.	\$ 258.00
	Task Subtotal:		\$3,000.60

AMOUNT PAYABLE:

\$3,231.60

2 of 2

TERMS: NET 30 DAYS

PLEASE REFERENCE INVOICE NUMBER ON PAYMENT

Handwritten notes:
12/15/12
12/15/12

New York State Department of Environmental Conservation
Division of Environmental Permits, Region 1
SUNY @ Stony Brook
50 Circle Road, Stony Brook, NY 11790-3409
Phone: (631) 444-0365 • Fax: (631) 444-0360
Website: www.dec.ny.gov



Request for Additional Information

J.R. Holzmacher, P.E., President
J.R. Holzmacher P.E., LLC
300 Wheeler Rd. Suite 402
Hauppauge, N.Y. 11788-4300

October 3, 2012

Re: Application # 1-4738-04139 / 00001 Village of Greenport
Dredging of Sterling Basin Channel

Dear Mr. Holzmacher:

The Department of Environmental Conservation has received and completed a preliminary screening of the referenced application for Tidal Wetlands, Protection of Waters and Water Quality Certification approval you submitted on behalf of the Village of Greenport for the dredging of the channel connecting Sterling Basin to Greenport Harbor with the placement of the resulting material on Sandy Beach east of the channel.

We have identified several informational details and application requirements which must be clarified or provided before the review of this application can continue.

1. The application materials describe and show the dredging of a 100 foot wide by 800 foot long channel to maximum depth -13 MLW using a clamshell bucket dredge and the placement of the resulting material along the south shoreline of the Sandy Beach peninsula just east of the channel. How will the material be moved from the dredge to the shore and eventually spread along the south shoreline of the peninsula as shown on the site plan?
2. The sand placement area is located updrift of the navigation channel in the littoral system and in very close proximity to the channel. It is probable that material placed as beach nourishment as proposed will quickly be eroded back into the channel where it will contribute to future shoaling and demand for dredging. Has the Village considered limiting the quantity of material to be spread to build the beach to its more eroded eastern end and the area immediately around the sailor's monument? The remainder of the material could be placed and graded in the interior of the peninsula.
3. The proposed locations for the three sediment cores to be taken are not sufficiently spaced to provide a representative sample of the material in the area to be dredged. Please relocate core samples SS-1 and SS-3 to center-channel positions about 150 feet north of the point and about 250 feet south of the point, respectively.

J.R. Holzmacher, P.E.

October 3, 2012

Page 2

4. The Proposed Sediment Sampling Plan should be amended in section IV (Analyses to be Performed) to include a provision for the laboratory analysis for chemical contaminants of any sample segments which are determined to have a grain size distribution of less than 90% sand or larger material, and/or a percent total organic carbon (TOC) which exceeds 0.5%. While the group did agree at the March 22, 2012 meeting that the sediment sampling and analysis can initially be limited to grain size and percent TOC, a complete plan should contain the table of required contaminant analytes required by DEC for such projects in the event that the grain size or TOC results are unfavorable. Please see the attached table.

5. This application requires an application fee of \$200. Please submit a check, payable to "NYSDEC" for \$200.

The information and items outlined in this letter will allow us to continue with the review of this application. Please contact me at (631) 444-0371 or at: gwhammar@dec.state.ny.us if you have any questions or need to discuss these requirements. Thank you for your anticipated cooperation in this matter.

Sincerely,



George W. Hammarth
Deputy Regional Permit
Administrator

Enclosure

cc: David Abatelli – Village of Greenport

**Table 2. Contaminant Parameters, Methods and Thresholds
NYSDEC Marine Habitat Protection**

Note: This table does not include testing requirements for Division of Solid and Hazardous Materials review

Physical Properties

Grain Size	ASTM C136 or D422
Total Organic Carbon	EPA 9060A

NYSDEC Technical Reviewing Unit	Parameter Sediment/Soil	Suggested EPA Analytical Method CLP/RCRA	CAS Number	MHP Class B Threshold ¹ (mg/kg)	MHP Class C Threshold (mg/kg)
Metals					
MHP	Arsenic	EPA 6010B	7440-38-2	14 (8.2)	53
MHP	Cadmium	EPA 6010B	7440-43-9	1.2	9.5
MHP	Chromium	EPA 6010B		26 (81)	110 (370)
MHP	Copper	EPA 6010B	7440-50-8	33	207 (270)
MHP	Lead	EPA 6010B	7439-92-1	33(47)	166(218)
MHP	Mercury	EPA 6010B, 7470		0.17	1.6 (1.0)
MHP	Nickel	EPA 6010B	7440-02-0	16 (21)	50 (52)
MHP	Silver	EPA 6010B	7440-22-4	1.0	2.2 (3.7)
MHP	Zinc	EPA 6010B	7440-66-6	120 (150)	270 (410)
Pesticides					
MHP	Sum of DDT+DDE+DDD	EPA 8081A		0.003	0.03
MHP	Chlordane	EPA 8081A		0.003	0.036
MHP	Dieldrin	EPA 8081A	60-57-1	0.11	0.48
MHP	Mirex	EPA 8081A		0.0014	0.014
PCBs					
MHP	PCBs (sum of aroclors)	EPA 8082	1336-36-3	0.1	1

NYSDEC Technical Reviewing Unit	Parameter Sediment/Soil	Suggested EPA Analytical Method CLP/RCRA	CAS Number	MHP Class B Threshold ¹ (mg/kg)	MHP Class C Threshold (mg/kg)
Semi-Volatile Organics					
MHP	2-chloronaphthalene	EPA 8270C	91-58-7		
MHP	2-methylnaphthalene	EPA 8270C	91-5706		
MHP	Acenaphthene	EPA 8270C	83-32-9	0.016	0.5
MHP	Acenaphthylene	EPA 8270C	208-96-8	0.044	0.64
MHP	Anthracene	EPA 8270C	120-12-7	0.085	0.11
MHP	Benz(a)anthracene	EPA 8270C	56-55-3	0.261	1.6
MHP	Benzo(a)pyrene	EPA 8270C	50-32-8	0.43	1.6
MHP	Benzo(b)fluoranthene	EPA 8270C	205-99-2		
MHP	Benzo(g,h,i)perylene	EPA 8270C	191-24-2		
MHP	Benzo(k)fluoroanthene	EPA 8270C	207-08-9		
MHP	Chrysene	EPA 8270C	218-01-9	0.384	2.8
MHP	Dibenz(a,h)anthracene	EPA 8270C	53-70-3	0.063	0.26
MHP	Fluoranthene	EPA 8270C	206-44-0	0.6	5.1
MHP	Fluorene	EPA 8270C	86-73-7	0.019	0.54
MHP	Indeno(1,2,3-cd)pyrene	EPA 8270C	193-39-5		
MHP	Naphthalene	EPA 8270C	91-20-3	0.16	2.1
MHP	Phenanthrene	EPA 8270C	85-01-8	0.24	1.5
	Phenol	EPA 8270C	108-95-2		
MHP	Pyrene	EPA 8270C	129-00-0	0.665	2.6
MHP	Total PAH ²	EPA 8270C		0.33	4
Volatile Organics					
MHP	Benzene	EPA 8260B	71-43-2	0.59	2.16
MHP	Total BTEX ³	EPA 8260B		0.96	5.9
Dioxin					
MHP	2,3,7,8-TCDD ⁴ (Toxic Equivalency Total)	EPA 1613B		0.0000045	0.00005

¹ Threshold values lower than the Minimum Detection Limit are superseded by the Minimum Detection Limit.

² Total PAHs – sum the concentrations of the 18 semi-volatile analytes identified as MHP parameters

³ Total BTEX – The sum of benzene, toluene and xylene concentrations

⁴ TEQ calculation as per the NATO – 1988 method. For more information see TEQ Calculation for Dioxin/Furan below.

TEQ CALCULATION FOR DIOXIN/FURAN

The 2,3,7,8-TCDD equivalent for a congener is obtained by multiplying the concentration of that congener by its Toxicity Equivalency Factor (TEF) from the table below. The TEQ is the sum of the products.

CONGENER	TEF
2,3,7,8 -Tetrachlorodibenzo-p-dioxin	1
1,2,3,7,8-Pentachlorodibenzo-p-dioxin	0.5
1,2,3,4,7,8-Hexachlorodibenzo-p-dioxin	0.1
1,2,3,6,7,8-Hexachlorodibenzo-p-dioxin	0.1
1,2,3,7,8,9-Hexachlorodibenzo-p-dioxin	0.1
1,2,3,4,6,7,8-Heptachlorodibenzo-p-dioxin	0.01
Octachlorodibenzo-p-dioxin	0.001
2,3,7,8-Tetrachlorodibenzofuran	0.1
1,2,3,7,8-Pentachlorodibenzofuran	0.05
2,3,4,7,8-Pentachlorodibenzofuran	0.5
1,2,3,4,7,8-Hexachlorodibenzofuran	0.1
1,2,3,6,7,8-Hexachlorodibenzofuran	0.1
2,3,4,6,7,8-Hexachlorodibenzofuran	0.1
1,2,3,7,8,9-Hexachlorodibenzofuran	0.1
1,2,3,4,6,7,8-Heptachlorodibenzofuran	0.01
1,2,3,4,7,8,9-Heptachlorodibenzofuran	0.01
Octachlorodibenzofuran	0.001

TEQ calculation as per: NATO.1988. International Toxicity Equivalency Factors (I-TEF)
Method of
Risk Assessment for Complex Mixtures of Dioxins and Related Compounds. North Atlantic
Treaty
Organization. Report Number 176.

J.R. Holzmacher P.E., LLC

300 Wheeler Road, Suite 402, Hauppauge, New York 11788-4300
Tel: (631) 234-2220 Fax: (631) 234-2221 e-mail: info@holzmacher.com

October 24, 2012

Mr. George Hammarth
New York State Department of Environmental Conservation
Division of Environmental Permits, Region 1
SUNY @ Stony Brook
50 Circle Road, Stony Brook, NY 11790-3409

Re: Response to Comments
Dredging of Stirling Basin
Incorporated Village of Greenport

Dear Mr. Hammarth:

J.R. Holzmacher, P.E., LLC (JRH) has been retained by the Incorporated Village of Greenport (Village) to assist them with response to your letter dated October 3, 2012. The letter was sent in response to an application that was sent into the Department for approval of maintenance dredging that the Village is planning to complete in Stirling Basin. Our responses to each of your items are below.

1. The application materials describe and show the dredging of a 100 foot wide by 800 foot long channel to maximum depth -13 ML W using a clamshell bucket dredge and the placement of the resulting material along the south shoreline of the Sandy Beach peninsula just east of the channel. How will the material be moved from the dredge to the shore and eventually spread along the south shoreline of the peninsula as shown on the site plan?

The material will be dredged using a barge mounted clamshell bucket, moved to the adjacent beach location using the clamshell and spread on the beach at the specified nourishment locations by a track mounted skid steer.

2. The sand placement area is located updrift of the navigation channel in the littoral system and in very close proximity to the channel. It is probable that material placed as beach nourishment as proposed will quickly be eroded back into the channel where it will contribute to future shoaling and demand for dredging. Has the Village considered limiting the quantity of material to be spread to build the beach to its more eroded eastern end and the area immediately around the sailor's monument? The remainder of the material could be placed and graded in the interior of the peninsula.

The Village agrees with and will implement what you have suggested above. If excess material is generated above what is used to nourish the beach in those two targeted areas, then it will be spread on the vegetated interior of the peninsula.

October 24, 2012
Mr. George Hammarth
New York State Department of Environmental Conservation
Re: Dredging of Stirling Basin
Incorporated Village of Greenport

3. The proposed locations for the three sediment cores to be taken are not sufficiently spaced to provide a representative sample of the material in the area to be dredged. Please relocate core samples SS-1 and SS-3 to center-channel positions about 150 feet north of the point and about 250 feet south of the point, respectively.

We have relocated the sampling points SS-1 and SS-3 as shown on attached Figure 2.

4. The Proposed Sediment Sampling Plan should be amended in section IV (Analyses to be Performed) to include a provision for the laboratory analysis for chemical contaminants of any sample segments which are determined to have a grain size distribution of less than 90% sand or larger material, and/or a percent total organic carbon (TOC) which exceeds 0.5%. While the group did agree at the March 22, 2012 meeting that the sediment sampling and analysis can initially be limited to grain size and percent TOC, a complete plan should contain the table of required contaminant analytes required by DEC for such projects in the event that the grain size or TOC results are unfavorable. Please see the attached table.

The Proposed Sediment Sampling Plan has been amended to include the template language regarding analysis and the supplied Table 2. The revised Sediment Sampling Plan is attached to this letter as Attachment 1.

5. This application requires an application fee of \$200. Please submit a check, payable to "NYSDEC" for \$200.

The Check for \$200 from the Village is attached.

Thank you for your assistance. Please let us know if you have any questions or require additional information.

Very truly yours,

J.R. Holzmacher P.E., LLC



J.R. Holzmacher, P.E.
President

Encl.
Cc: David Abatelli, Village of Greenport



Via E-Mail

April 23, 2014

Mr. Jeff Goubeaud
Greenport Village Harbor Manager
Village of Greenport
236 Third Street
Greenport, NY 11944

**Re: Proposal for Environmental Consulting Services
Stirling Basin Dredging Project
Village of Greenport, New York**

Dear Mr. Goubeaud,

Apex Companies, LLC (Apex) is pleased to provide the Village of Greenport (hereinafter referred to as "*the Village*") with this proposal to provide environmental consulting services associated with the above-referenced project.

Based upon the August 20, 2012 (revised on October 19, 2012) document entitled "*Stirling Basin Dredging Permit*" (hereinafter referred to as the "*Sampling Plan*") prepared by J.R. Holzmacher, P.E. LLC (JRH), Apex understands the Scope of Work (SOW) to include the following components:

- Utilize a vessel-mounted vibra-core sampling rig to conduct one boring at each of three sampling locations (i.e., SS-1, SS-2 and SS-3 in the Sampling Plan) to a maximum anticipated depth of six-feet below mud-line surface (bms);
- Collection of three sediment-depth aliquots including: 1) a composite of the materials to be dredged (i.e., Section A); 2) zero-to-six-inches below the anticipated "new sea floor" elevation (i.e., Section B); and, six-to-12-inches below the anticipated "new sea floor" elevation (i.e., Section C); and,
- The six samples collected from Sections A and B, plus associated quality assurance / quality control [QA / QC] samples, will be submitted to and analyzed by the New York State Department of Health (NYSDOH) Environmental Laboratory Accreditation Program (ELAP)-certified laboratory (under strict chain-of-custody [COC] protocols) for sieve-size analysis by ASTM Method C136 / D422 and total organic compounds (TOC) by EPA Method 9060A. The three Section C samples will be placed on hold at the analytical laboratory and only be analyzed if directed to do so by JRH, the Village and / or the New York State Department of Environmental Conservation (NYSDEC).

For the purposes of this proposal, it is assumed that the TOC samples will be analyzed in accordance with NYSDOH Level B Analytical Services Protocols (ASP) and include appropriate QA / QC samples (e.g., blind duplicate, equipment rinsate blank, etc.). As a project deliverable,

Billing will be made by monthly invoicing based upon the level of effort accrued during the billing period. If there are any changes to the SOW outside of Apex's control, as requested and approved by the Village, additional services can be completed on a T&M basis at the unit rates indicated in *Attachment A*.

If required, Section C samples will be analyzed in accordance to the following unit rates:

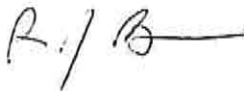
- TOC: \$84 each; and,
- Sieve-size Analysis: \$108 each.

* * *

If the terms of this proposal are agreeable, please return a signed original of the proposal statement and we can initiate work immediately.

On behalf of Apex, I would like to thank you for the opportunity to be of service. We look forward to working with you. If you have any questions or comments, please do not hesitate to contact me at (631) 567-1777 extension 106.

Sincerely,
Apex Companies, LLC.



Richard J. Baldwin, C.P.G., P.G.
Project Director

Encl.



APEX
Terms and Condition

1. OFFER. This proposal constitutes an offer by Apex Companies, LLC ("Apex") to perform the services described in the proposal (the "Work") for Client in accordance with these terms and conditions. The proposal, including these terms and conditions and all other documents incorporated by reference shall, when accepted by Client, constitute the entire agreement of the parties regarding the Work.

2. ACCESS AND AUTHORIZATION. Client shall provide Apex with all necessary access to the area(s) in which the Work is to be performed or from which samples to be tested are to be obtained. Client warrants that it has obtained (or will obtain prior to performance of the Work) all necessary permits, licenses, consents and authorizations required in connection with the performance of the Work. Delays related to Client's change in schedule or delays in obtaining access to the property or required documentation may result in additional fees.

3. SUBTERRANEAN STRUCTURES AND UTILITIES. In the execution of the Work, Apex will take reasonable precautions to avoid damage to subterranean structures and utilities. Client agrees to defend, indemnify and hold Apex harmless from and against any and all damages, delays, costs, injuries or death associated with any subterranean structures or utilities that were not called to Apex's attention and correctly shown on the plans furnished.

4. WARRANTY. Apex will perform the Work in a competent, professional manner in accordance with the customary standards of performance of the industry. Apex does not represent or warrant to Client that the Work performed and/or reports delivered hereunder will achieve any results for Client, other than as expressly set forth in the proposal. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by Apex and that the data interpretations and recommendations of Apex's personnel are based solely on the information available to them. If equipment is supplied as part of this agreement, Client agrees that Apex will not be liable for any claims due to defective equipment manufacturing.

5. RELATIONSHIP OF THE PARTIES. In performing the Work, Apex shall be acting in the capacity of an independent contractor to Client, and nothing herein shall be deemed to create a partnership, agency, joint venture or any other relationship between the parties.

6. LIMITATION OF LIABILITY. Client agrees to limit Apex's liability to Client and all construction contractors and subcontractors on the project for all injuries and damages, whether to economic interests, to persons and/or to property, arising from professional acts, errors or omissions such that the total aggregate liability of Apex to all those named shall not exceed \$50,000 or Apex's total fee for the Work performed on this project, whichever is greater. In no event shall Apex be liable for indirect, incidental or consequential damages.

7. INDEMNIFICATION. Client shall defend, indemnify and hold Apex harmless from and against any and all liability, losses, claims, costs and expenses incurred by or asserted against Apex as a result of or in connection with any permits, licenses, consents and authorizations to be obtained by Client pursuant to Section 2 above, and any negligent or wrongful act of Client or its employees.

8. FORCE MAJEURE. Neither party shall be liable to the other party for its failure or delay in performing its obligations hereunder due to any contingency beyond such party's reasonable control, including, without limitation, acts of God; fires; floods; wars; acts of war; sabotage; accidents; labor disputes or shortages; governmental laws, ordinances, rules and regulations; inability to obtain power, material, equipment or transportation; and any other similar or dissimilar contingency.

9. CHANGE ORDERS. Client may, upon written notice to Apex, request Apex to make changes in the scope of the Work. Apex shall thereupon use reasonable efforts to make such changes provided that if any requested changes cause an increase in the cost or time required for Apex's performance and delivery, Client shall execute an agreement, in form and substance satisfactory to Apex, providing for an equitable adjustment in the compensation payable for the Work and the time for its performance and delivery.

10. NON-SOLICITATION OF EMPLOYEES. During the term of this agreement, and for a period of two (2) years thereafter, neither party shall, directly or indirectly, for such party's own benefit or for the benefit of others, solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have performed services under this agreement, without the other party's express written consent.

11. COMPENSATION. Client shall pay Apex for the Work in the amounts and at the times and in the manner set forth in the proposal.

12. PAYMENT TERMS. Apex expects prompt payment for its Work. Toward that end, payment terms are as follows: Net 14 days. An interest charge of 1.5% per month shall be applied to all balances over 30 days old. If Apex determines it necessary to place an account for collection, Client agrees to reimburse Apex for all collection costs, including attorney's fees, collection fees, interest and court costs.

13. NOTICES. Any notice required or permitted to be given hereunder shall be deemed to have been duly given if delivered by hand or sent by registered or certified mail, return receipt requested, and addressed: if to Apex, at Apex Companies, LLC, 15850 Crabbs Branch Way, Suite 200, Rockville, Maryland 20855; if to Client, at the address shown on the front hereof, or to such other address(es) which the parties may respectively designate to one another in accordance herewith. Notices shall be deemed to have been given on the date of mailing or hand delivery. The post office receipt showing the date of mailing shall be "prime facie" evidence thereof.

14. GOVERNING LAW. The agreement between the parties regarding the Work and their rights and obligation thereunder shall be governed by and construed in accordance with laws of the State of Maryland.

**ATTACHMENT A
APEX COMPANIES, LLC.
RATE SHEET**

LABOR COSTS

Technicians

Technician I	\$60.00
Technician II	\$65.00
Senior Technician / Field Technician	\$75.00
Construction Foreman	\$95.00

Support Staff

Administrative Support	\$50.00
Draftsperson	\$65.00
CADD Operator (includes CADD time)	\$75.00

Technical

Scientist/Geologist/Hydrogeologist	\$85.00
Staff Scientist/Engineer/Geologist/Hydrogeologist / PMA	\$105.00
Senior Scientist/Engineer/Geologist/Hydro/Staff PM,CM	\$135.00
Licensed Professional/CIH/P.E./LSP/LEP/Senior PM,CM	\$145.00
Principal, Project Directors, or Technical Specialists	\$165.00 - \$195.00

Labor charges for Time and Material (T&M) projects, or out of scope work for other projects, will be invoiced according to this rate sheet unless alternative pricing is agreed upon prior to completion of work.

Overtime and premium charges are as follows:

- Overtime for Non-Exempt Support/Service Staff (over 8 hours): 1.5 x Hourly Rate
- Deposition, Subpoena and Expert Testimony: 1.5 x Hourly Rate

Miscellaneous ODCs such as telephone, facsimile, and postage are included in the hourly rate.

Subcontractor and Equipment Suppliers:

All subcontract and third party project-related expenses will be billed at cost plus 15 percent. These expenses include all subcontractor costs, third party laboratory fees, third party equipment purchases and rentals, project-specific permits, licenses and fees, overnight courier and other delivery expenses, and charges for all materials and supplies.

Vehicle Charges:

Vehicle use and mileage charges are as follows:

Hours/Day:	<u>Under 4</u>	<u>Over 4</u>	<u>Mileage</u>
▪ Autos:	No Charge	No Charge	Prevailing IRS Rate
▪ Pickup Trucks/Vans:	\$25.00	\$45.00	\$.60/Mile
▪ Other Vehicles:	\$45.00	\$80.00	\$.60/Mile



DEPARTMENT OF THE ARMY
NEW YORK DISTRICT, CORPS OF ENGINEERS
JACOB K. JAVITS FEDERAL BUILDING
26 FEDERAL PLAZA
NEW YORK, NEW YORK 10278-0090

Regulatory Branch

SEP 23 2014

SUBJECT: Permit Application Number NAN-2011-01318-ETA
by the Village of Greenport

David Abatelli
Village of Greenport
236 Third Street
Greenport, NY 11944

Dear Mr. Abatelli:

On December 5, 2011, the New York District of the U. S. Army Corps of Engineers received a request for Department of the Army authorization to perform ten year maintenance dredging in Greenport Harbor/Sterling Basin at the Village of Greenport, Suffolk County, New York.

In a letter dated November 22, 2013, this office requested information necessary to properly evaluate the application. In a letter dated April 17, 2014, this office again requested the information in order to process the application. This letter also indicated that if the requested information was not received in writing within 30 days that it would be understood that you no longer wish to undertake the proposed work and the application would be withdrawn.

As of this date, this office has received no reply to the request for additional information dated November 22, 2013. In light of this, we are closing our files on Application No. NAN-2011-01318-ETA.

You are reminded that a Department of the Army permit may be required for any work on this site. If you decide to implement any project on this site in the future, please submit a timely and completed application for our review. The action taken at this time will in no way adversely affect your future request or any other applications you may submit for work in waters of the United States.

If any questions should arise concerning this matter, please contact Frank Tangorra, of my staff, at 917-790-8521.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephan A. Ryba", is written over a horizontal line.

Stephan A. Ryba
Chief, Eastern Section



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: September 14, 2018
Meeting: September 20, 2018 7:00 PM
Work Session Meeting
To: Mayor George W. Hubbard, Jr.
Board of Trustees
Prepared By: Jeanmarie Odden, *Deputy Clerk*
From: Jeanmarie Odden, *Deputy Clerk*
Department: Village Clerk Department

Trustee Robins September 2018 Work Session Report

Attachments:

Trustee Robins September 2018 Work Session Report (PDF)

BID meeting 8/23/2018
Trustee Julia Robins

Introduction and approval of Diana Whitsit as the new administrative assistant

Treasurer's Report

The BID received the check from Village for \$42K for the 2018/2019 Fiscal Year

SOBO

Dave Abatelli reported that the Village joint purchased with the BID 3 trash cans and distributed them in predetermined locations
There were also two mutt mitt stands added.

Planters

The summer tune- up was in progress at the time of the meeting.
The transition to winter plantings will take place between Halloween and Thanksgiving
\$1,200 will be used to purchase new trees as well as approximately \$600 to replace some of the existing trees that are not in good shape.
Holiday decorations and planters are estimated to cost a total of \$2,800.
Discussed holiday lighting and how to provide electric for additional tree lights downtown.
Set as an agenda item for the GATE Meeting on 9/18/18.

PRIDE

The committee held a Halloween meeting and discussed the need for more decorations for Mitchell Park.

SMILE

Presentation of proposed social media plan for 2018/2019 by Bill Robins (Digital Campaign Manager)
How to increase FB views/ Instagram views.
How to increase engagement to the BID Website with for shoulder season events
Ideas:
Weekly Instagram photo contest
#Greenport contest
Suggest prizes from businesses
Stresses the need to reach out to merchants

Discuss a suggestion of window stickers the idea for businesses:
Proud Greenport BID member
#Greenport Village

Discussion of the Spotlight Campaign of BID members
The Spotlight will be done on a rotating basis as part of a weekly featured business
The Board needs to contact merchants for involvement.
Approved continuation of the Spotlight Campaign

New BID slogan:
"A reason for every season"
Confirm if unique

Discuss how to find old historic photos to use in BID social media posts.

The current 55 members located outside the BID district currently included on the website will be notified in January that they will be charged \$365 to be included in all BID promotions, events, calendar, benefits and Website services.
A commitment by April 2019 will be required.

Discuss:
Boosted posts
Ways to gather analytics

GATE

Rich Vandenburg suggests a meeting dedicated to parking

Carousel Meeting 9/11/18

The Inner Scenic Panel Project is progressing.

The artists have all been assigned their paintings and are submitting their sketches to Gail Horton for approval prior to painting.

The Halloween event is being coordinated by the Village and BID

Discussion of the need for approximately \$200 for miscellaneous Christmas decorations.

The big wreath needs to be replaced at an additional cost of approximately \$200. Ask Clerk Pirillo to check if there are funds in the Carousel budget for purchases.

The Christmas Parade is Saturday 12/1.

The decorating of the Carousel will be done on 11/26 & 27.

Gail Horton will obtain the list of artist assignments from Clerk Pirillo.

The next meeting is 10/2/18

The artists have all been assigned their paintings and are submitting their sketches for approval to Gail Horton prior to painting.

* The scenic panel subjects have been assigned as follows:

Enid Hatton – Sages Brick Yard #6

Pell's Seafood #13

Synagogue #4

William Dodge – Main Street Ferry Terminal #9

Wood & Chute Shipyard (site of Mitchell Park) #8

Blacksmith Shop #5

Jada Rowland – Ship Chandlery #12

67 Steps with Picnickers #2

Yacht Zaida #3

Cliff Miller – ELIH from Stirling Creek #11

Greenport Schools #7

Ice Gathering at Silver Lake #14

Scott Hewett – Steamboat Corner #10

Sills Dairy Farm #1