



236 Third Street
Greenport NY
11944

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

MAYOR

GEORGE W. HUBBARD, JR.
EXT. 215

TRUSTEES

JACK MARTILOTTA
DEPUTY MAYOR

MARY BESS PHILLIPS

DOUGLAS W. ROBERTS

JULIA ROBINS

**VILLAGE
ADMINISTRATOR**

PAUL J. PALLAS, P.E.
EXT. 219

CLERK

SYLVIA PIRILLO, RMC
EXT. 206

TREASURER

ROBERT BRANDT
EXT. 217

December 28, 2015 at 7:00 PM

Mayor and Board of Trustees - Regular Meeting

Third Street Firehouse

Greenport, NY 11944

PLEDGE OF ALLEGIANCE

- John Page
- Kenneth E. White, Jr.

ANNOUNCEMENTS

- The Village offices will close at 12:00 noon on December 31st, and will be closed all day on January 1st, in celebration of the New Year holiday.
- The Village office will be closed on January 18th, in observance of Martin Luther King, Jr. Day.
- William Freitag of SaxBST will present the annual Village audit documents on January 28, 2016 at the regular meeting of the Board of Trustees.

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 12-2015-1**

RESOLUTION adopting the December, 2015 agenda as printed.

RESOLUTION # 12-2015-2

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

RESOLUTION # 12-2015-3

RESOLUTION ratifying the following two resolutions as approved by the Board of Trustees at the Trustees Work Session meeting held on December 17, 2015:

- o RESOLUTION authorizing the issuance of a check made payable to Paul Pallas as Village Administrator, in the amount of \$ 1,300, to be used to set up the required cash drawer/banks for the operation of the Village of Greenport ice skating rink. The \$ 1,300 will be expensed from account number A.7311.400 (Ice Rink Expense).
- o RESOLUTION authorizing the hiring of James Kalin as the interim part-time Fire Department Secretary, effective December 17, 2015.

FIRE DEPARTMENT**RESOLUTION # 12-2015-4**

RESOLUTION ratifying the termination of the part-time employment of Fire Department Secretary Jessica DeMartino, effective December 16, 2015.

RESOLUTION # 12-2015-5

RESOLUTION approving the application of Kelly Hydell to the Star Hose Company of the Greenport Fire Department, as approved by the Village of Greenport Fire Department Board of Wardens on December 16, 2015.

RESOLUTION # 12-2015-6

RESOLUTION approving the application of William Cosby to the Rescue Squad of the Greenport Fire Department, as approved by the Village of Greenport Fire Department Board of Wardens on December 16, 2015.

RESOLUTION # 12-2015-7

RESOLUTION approving the application of Dawn Conway to the Rescue Squad of the Greenport Fire Department, as approved by the Village of Greenport Fire Department Board of Wardens on December 16, 2015.

VILLAGE ADMINISTRATOR**RESOLUTION # 12-2015-8**

RESOLUTION authorizing the Village of Greenport to apply for participation in the New York State Department of Environmental Conservation's Asset Management Program for the Waste Water Treatment Plant, at no cost to the Village of Greenport for the application.

RESOLUTION # 12-2015-9

RESOLUTION authorizing the solicitation of the bids for the purchase of new LED lighting for: the Adams Street Parking Lots, Front Street, and Main Street as awarded through the Suffolk County Downtown Revitalization Grant - Round 9 - regarding street lighting in various portions of the Village of Greenport, and directing Clerk Pirillo to notice the bid accordingly.

RESOLUTION # 12-2015-10

RESOLUTION authorizing Trustee Robins and Village Administrator Pallas to attend the NYAPP Annual Winter meeting from January 27-28, 2016 in Albany, New York, at a conference fee of \$225 per person and a room rate of \$149 per person per night, plus all applicable travel costs, to be expensed from accounts A.1210.400 (Mayor Contractual Expense) and E.0781.100 (Executive Department.)

RESOLUTION # 12-2015-11

RESOLUTION approving the attached agreement between The Village of Greenport and Adventure Treks, Ltd. for the management of the Mitchell Park Marina Visitors Dock, and related work.

RESOLUTION # 12-2015-12

RESOLUTION approving an increase in the hourly wage rate for Derryl Baumer, from \$ 20.00 per hour to \$ 25.00 per hour, effective December 30, 2015 pursuant to Article VII (Salaries and Compensation), Section 9 (a) - Merit Clause - of the collective bargaining agreement in force between CSEA Local 1000 and the Village of Greenport.

VILLAGE CLERK**RESOLUTION # 12-2015-13**

RESOLUTION approving the Public Assembly Permit Application submitted by Star Hose Company # 3 of the Greenport Fire Department for the use of the Polo Grounds on Moores Lane from 5 p.m. to 11 p.m. on May 26, 2016 through May 30, 2016 for the annual Carnival Fundraiser. Fireworks in conjunction with this event are scheduled for May 28, 2016, and the fundraiser rain date is May 29, 2016

RESOLUTION # 12-2015-14

RESOLUTION accepting the attached Length of Service Award Program qualification parameters for the 2015 year-end service award points, inclusive of recommendations as suggested by Penflex per guidance provided by the NYS Office of the State Comptroller, as adopted on December 16, 2015 by the Greenport Fire Department Board of Wardens.

RESOLUTION # 12-2015-15

RESOLUTION approving the attached agreement between The Village of Greenport and Fundamental Business Service, Inc. to transcribe, arrange payment for, and skip trace if necessary, all parking summonses for the Village of Greenport at Town of Southold Justice Court.

RESOLUTION # 12-2015-16

RESOLUTION adopting the attached SEQRA resolution regarding the Wetlands Permit Application applied for by Costello Marine Contracting Corporation on behalf of Nathaniel and Emily Ewing, adopting lead agency status, determining that the action is an unlisted action for purposes of SEQRA, and will not have a significant negative impact on any aspect of the environment, and adopting a negative declaration for the purposes of SEQRA, as stated in the attached resolution.

RESOLUTION # 12-2015-17

RESOLUTION approving the Wetlands Permit Application as applied for by Costello Marine Contracting Corporation on behalf of Nathaniel and Emily Ewing to: construct a dock consisting of a 4' x 28' catwalk decked with open-grate decking leading to a 3' x 16' seasonal ramp and 8' x 24' seasonal floating dock with a 4' x 6' access platform, per the public hearing held at 7:00 p.m. on November 30, 2015 at the Third Street Firehouse in Greenport, New York, 11944; with the resulting Wetlands Permit to expire two years from the date of issue.

RESOLUTION # 12-2015-18

RESOLUTION for the Board of Trustees to adopt lead agency status and initiate a coordinated review under SEQRA regarding the application of Scott A. Gonzalez on behalf of Townsend Manor, Inc. for the property 714 Main Street, Greenport, New York. The applicant seeks a wetlands permit to remove and replace 190' of bulkhead, excavate completely and construct a new Navy style bulkhead with vinyl sheet pile installed in place, and with the 10' area in front of the new wall restored to -4 ALW. The 65-75 cubic yards of soil will be used to backfill behind the new wall, and all surrounding services and structures will be replaced in-kind. There will be no seaward extension beyond the existing bulkhead. This action is an unlisted action for purposes of SEQRA that is on a property that is located in the Greenport Historic District and which is therefore a Type I action pursuant to 6 NYCRR 617.4(b)(9). The Board of Trustees therefore adopts lead agency status, and preliminarily determines that the action is a Type I action with no apparent significant negative impact on the environment, and hereby initiates a coordinated review.

RESOLUTION # 12-2015-19

RESOLUTION directing the Conservation Advisory Council to review the Wetlands Permit Application submitted by Scott A. Gonzalez on behalf of Townsend Manor, Inc. for the property at 714 Main Street, Greenport, NY, 11944; and to provide the corresponding report to the Village of Greenport Board of Trustees by January 14, 2016. This property is located in the Village of Greenport Historic District, and is subject to coordinated review.

RESOLUTION # 12-2015-20

RESOLUTION directing Clerk Pirillo to schedule, and notice accordingly, a public hearing for January 28, 2016 at 7:00 p.m. at the Third Street Firehouse, Greenport, New York, 11944 regarding the Wetlands Permit Application submitted by Scott A. Gonzalez on behalf of Townsend Manor, Inc. for the property at 714 Main Street, Greenport, NY, 11944 to remove and replace 190' of bulkhead, excavate completely and construct a new Navy-style bulkhead with vinyl sheet pile installed in place, and with the 10' area in front of the new wall restored to -4 ALW. The 65-75 cubic yards of spoil will be used to backfill behind the new wall, and all surrounding services and structures will be replaced in-kind, and there will be no seaward extension of the existing bulkhead. This property is located in the Village of Greenport Historic District, and is subject to coordinated review.

RESOLUTION # 12-2015-21

RESOLUTION authorizing the attendance of Mayor Hubbard, Trustee Phillips, Clerk Pirillo and any other interested Trustee or Manager at the NYCOM Winter Legislative meeting, from February 7-9, 2016 in Albany, New York; with all applicable registration, travel, and lodging costs to be expensed from the applicable account numbers. The number of people and the travel and lodging amounts will be confirmed at the January Work Session meeting of the Village of Greenport Board of Trustees.

MAYOR**RESOLUTION # 12-2015-22**

RESOLUTION appointing Karen Jimenez to the Village of Greenport Housing Authority, to fill the balance of the term of Anne Reitman, which expires on April 1, 2016.

VOUCHER SUMMARY**RESOLUTION # 12-2015-23**

RESOLUTION approving all checks per the Voucher Summary Report dated December 22, 2015, in the total amount of \$ 726,529.07 consisting of:

- o All regular checks in the amount of \$ 700,172.12, and
- o All prepaid checks (including wire transfers) in the amount of \$ 26,356.95.

**Management Agreement Between the
Village of Greenport and Adventure Treks, Ltd.
For the Management of the Mitchell Park Marina**

This Agreement dated December , 2015 is intended by the parties, the Incorporated Village of Greenport (the “Village”), with an address of 236 Third Street, Greenport, New York 11944, and Adventure Treks, Ltd, (the “Contractor”) with an address of P.O. Box 5, Southold, New York 11971 to be an agreement for the management of the Mitchell Park Marina located at Front Street, in the Village of Greenport, Suffolk County, New York as set forth below.

1. The Village of Greenport is a duly formed Village under the laws of the State of New York and the Village of Greenport is the owner of the Mitchell Park Marina facility located on Front Street in the Village of Greenport.

2. The Mitchell Park Marina Facility is a commercial marina facility for the transient and longer term docking of boats and related activities. The Mitchell Marina Facility is comprised of several docks and piers, an office, and related facilities. The Village of Greenport Visitors Dock is a dock area owned by the Village which is intended to provide short term same day transient mooring of vessels.

3. The Village of Greenport is desirous of retaining the services of Contractor on a contractor basis to serve as the Mitchell Park Marina Manager and to provide services to the Village of Greenport related to the management of the Mitchell Park Marina.

4. The Management services to be provided by Contractor as the Manager of the Mitchell Park Marina will be as follows:

-- Management of the daily operations of the Mitchell Park Marina including but not limited to scheduling dock and space allocation and assignment, and assessments of bills and charges, and services provided to customers, managing public relations and addressing customer and other operation issues, and;

-- Short term and Long term Marketing for future business of the Mitchell Park Marina,
and;

-- Preparing and filing receipts and expense reports for the Village of Greenport as
required by the Village, and;

-- Management of the infrastructure of the Mitchell Park Marina such as repairs and
maintenance, which is to be done by Village employees in a timely fashion, and planning of
required future projects, and;

-- Addressing employee issues as necessary, and;

-- Preparing and filing monthly reports to the Village Administrator, and;

-- Maintain records of all transactions and future booking and transactions which shall be
the property of the Village of Greenport and which shall be kept and maintained at the Marina
office on the Marina premises. All records will be returned by the Contractor at the end of the
Contract term or on demand by the Village of Greenport.

-- Contractor shall provide services of not less than forty hours per week for the
management of the Mitchell Park Marina during the times the Marina is operational other times
of the year not less than 20 hours per week on average, pursuant to this Agreement.

-- Continue to assist, at a management level on an as needed basis so as not to interfere
with other duties, the Village Administrator and other members of the Recreation department
Staff in the functions, maintenance and supervision of other passive and active recreation or
general public facilities in the Village of Greenport. Such facilities would include but not
necessarily be limited to; McCann Campground, Greenport Skate Park and Polo grounds, Mary
Smith Recreation Center, 3rd Street Park, 5th Street Park and Beach, MTA leased property
including museum buildings and any other pocket parks throughout the Village. Within Mitchell

Park and Marina he will continue to assist with the Carousel, Camera Obscura, Ice Rink and Public Restrooms.

-- Further and primarily, Adventure Treks, Ltd. has assumed the overall responsibilities previously performed by the Harbor Department, including the Railroad Commercial Dock, Visitors Dock, Baymens Dock, miscellaneous public road ends and the Sterling Basin Mooring Field. Marina Staff, under the supervision of Adventure Treks, will be responsible for the daily in-season monitoring of the transient boats on Moorings. Adventure Treks will work with all applicable maritime law enforcement agencies in assuring safe boating operation in Village waterways, but will not personally perform any patrols or issue any summons.

-- Contractor will provide the services required to the best of his ability throughout the term of this Agreement.

5. Term;

A. This Agreement shall have an initial term of November 1, 2015 to October 31, 2016, and annual terms of November 1 through October 31 thereafter. The Agreement shall then automatically renew on an annual basis from each November 1, through October 31, thereafter, unless either party provides written notice at least thirty days prior to the expiration of any term of this Agreement.

B. Either party may cancel this agreement on sixty (60) days written notice to the other party as provided herein. In the event of a cancellation under this subsection 5. A., there shall be a calculation of the consideration due to the Contractor, so that the Village will not be responsible for any consideration after the date that the Agreement cancels.

6. Consideration;

A. There shall be a base consideration to be paid to the Contractor in the amount of

\$2,079.50 payable on the 1st and 15th day of each month that this Agreement is in effect.

B. There shall be additional consideration to be paid to the Contractor while this Agreement shall be in effect, which shall be the following:

i. Ten percent of the amount by which the annual gross revenues collected of the Marina for each season, beginning with the 2016 season, exceed the annual gross revenues that were collected for the 2015 season, which for purposes of this Contract shall be \$575,000, up to a maximum amount of gross revenues collected of \$775,000.

ii. Five percent (5%) of the amount by which the annual gross revenues collected of the Marina for each season, beginning with the 2016 season, exceed \$775,000.

iii. Twenty percent (20%) of the annual gross revenues of the Visitors Dock for each season above the amount of gross revenues collected annually,

iv. The Village shall provide reports and a final seasonal report to the Contractor of the gross revenues that will be used in the calculation of consideration for i., ii and iii. The Contractor shall have thirty (30) days from the date that a report is provided to review and challenge any amount contained in the report.

v. The incentive consideration due to the Contractor shall be adjusted for any increases in revenues that are not due specifically to the efforts of the Contractor including but not limited to revenues that are due to an expansion of the seasons or facility or any other structural changes in either premises.

vi. The consideration due to the Contractor shall be based on the period of time that this for the period of time that the Agreement is in effect only. In the event that the Agreement is cancelled or terminated for any reason other than the Contractor's failure to provide the required services or failure to comply with this Agreement, there shall be a pro rata adjustment of the base

gross revenues and the gross revenues collected so that the consideration will be calculated and due based on the revenues collected to the date of the cancellation or termination.

7. Contractor will obtain and provide workers compensation insurance and general liability in the amount of not less than one million dollars per occurrence and two million dollars in the aggregate. (The Contractor's insurance will name the Village of Greenport as additional insured and the Contractor will be responsible for the cost of the insurance.)

8. Contractor shall indemnify the Village of Greenport and hold the Village of Greenport harmless for any damages or liability resulting from any negligent act or omission of the Contractor and the Village shall indemnify the Contractor and hold the Contractor harmless for any damages or liability resulting from any negligent act or omission of the Village of Greenport.

9. The Village of Greenport may terminate this Agreement on two weeks notice at any time in the event that Contractor fails to perform or provide the services required under this Agreement.

10. This Agreement contains the understanding of all parties, and there is no agreement or understanding that is not contained in this Agreement. This Agreement may only be modified in writing signed by both parties.

11. If any provision of this Agreement shall be deemed to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force and effect.

Dated:

Agreed:

Mayor George W. Hubbard, Jr., Village of Greenport

P. Jeffrey Goubeaud, Contractor (Adventure Treks)

NEW POINTS system

Village of Greenport Service Award Program Point System

ADOPTED 12/16/15

This is the Village of Greenport Service Award Program Point System. The Point System is intended to comply with Article 11-A of the General Municipal Law of the State of New York (i.e., the Service Award Program law). When adopted by the Board of Trustees of the Village of Greenport, it will replace any previous Point System documents.

All Active Members who are at least age 18 are eligible to earn points under the Point System. The Point System consists of categories of activities for which Active Members can earn points. To earn Service Award Program service credit for a calendar year, an Active Member must earn at least 50 points under this Point System during the calendar year. For more information, please refer to the Village of Greenport Service Award Program Plan Document.

The Greenport Fire Department has the responsibility to maintain the Point System records. It is imperative that all Active Members strictly comply with sign-in procedures for verifying attendance at drills, meetings, calls, etc. These sign-in/attendance sheets must be produced upon demand if the Service Award Program records are audited.

The Village Board has the right to change the Point System but may do so only if the changes comply with all governing rules, regulations, and laws. In the event that the Point System is changed, a written notice of change will be given to Active Members or posted at the fire station(s) within 180 days of the adoption of such change.

The Point System is as follows:

1. Training Courses (other than drills) – 25 point maximum

Based on duration of training courses as follows:

- Under 20 hours: One (1) point per hour; no more than five (5) points per course.
- 20 to 45 hours: Five (5) points plus one (1) point per hour for each hour over 20 hours; no more than ten (10) points per course.
- Over 45 to 100 hours: 15 points per course.
- Over 100 hours: 25 points per course.

Training courses should be satisfactorily completed (certification of completion required) and designated as approved courses by the Fire Department.

Persons who are paid to attend training courses as part of their job or profession will not receive credit in the Service Award Program for attending such courses.

2. Attendance at Drills – 20 points maximum

One (1) point per drill (minimum two hours duration).

Drills will include all activities at SCFA Yaphank (such as: pump tests, class A, taxpayer, LP gas, car fires etc.) & hydrant testing. Additionally, each company will host a drill every five weeks.

3. Participation in Sleep-in or stand-by Sessions – 20 points maximum

Sleep-in: one (1) point for each full night (12 a.m. – 5 a.m.), maximum of 12 points per year. All sleep-ins must be authorized by the Fire Department.

Stand-by: one (1) point for each session. A stand-by is defined in the State law as “a line of duty activity of the volunteer fire company lasting for four (4) hours, not falling under one of the other categories.” This includes the following activities, provided they meet the four-hour duration requirement: all sporting events, fireworks, holiday, pre-arranged stand-by at neighboring departments, and other declared stand-bys by the Chief.

4. Holding a Specified Elected or Appointed Position – 25 points maximum

Points are earned for the completion of a one-year term in an elected or appointed position as follows:

<u>Title</u>	<u>Points</u>	<u>Title</u>	<u>Points</u>
Chiefs	25	Safety Officer	8
Wardens / Captains	8	Assistant Safety Officer	5
Lieutenants	5	Infectious Disease Control Officer	5
Department & Company Secretaries	5	Department Chaplain	5
Department & Company Treasurers	5	Department Assistant Chaplain	5
Fire Prevention Officer	5	Junior Advisor (2 per Company)	5*
Chief Drivers	3		

* A Junior Advisor must attend 50% of scheduled meetings (6 meetings per year) to receive these 5 points.

Points will be pro-rated for Active Members who serve in an elected or appointed position for less than the full calendar year.

For each convention meeting attended by an Active Member as a convention delegate appointed by the Fire Department – one (1) point per meeting, five (5) point maximum.

Points are awarded annually, up to a maximum of 25 points, for an Active Member who simultaneously completes a one-year term in more than one office.

5. Attendance at Meetings – 20 points maximum

Attendance at any official meeting of the Greenport Fire Department or one of the member Fire Companies which all Active Members of the Department or Company are expected to attend - one (1) point per meeting.

6. Participation in Department Responses – 50 points maximum

Points are credited on an all or nothing basis for attending the minimum percentage of calls of the Greenport Fire Department as outlined below. If the Active Member responds to the minimum percentage of fire calls, the Active Member is credited with 25 points. If the Active Member responds to the minimum percentage of ambulance calls, the Active Member is credited with 25 points. An Active Member who responds to the minimum percentage of both fire calls and ambulance calls is credited with 50 points. The required minimum percentage of calls is based on the total Fire Department calls responded to in each category during the entire calendar year, as follows:

Fire Calls (i.e., other than emergency rescue and first aid squad calls)

- 10% of total fire calls if the Fire Department responds to less than 500 fire calls during the year.
 - 7.5% of total fire calls if the Fire Department responds to at least 500 but less than 1,000 fire calls during the year.
 - 5.0% of total fire calls if the Fire Department responds to at least 1,000 but less than 1,500 fire calls during the year.
 - 2.5% of total fire calls if the Fire Department responds to 1,500 or more fire calls during the year.

Ambulance Calls (i.e., emergency rescue and first aid squad calls)

- 10% of total ambulance calls if the Fire Department responds to less than 500 ambulance calls during the year.
 - 7.5% of total ambulance calls if the Fire Department responds to at least 500 but less than 1,000 ambulance calls during the year.
 - 5.0% of total ambulance calls if the Fire Department responds to at least 1,000 but less than 1,500 ambulance calls during the year.
 - 2.5% of total ambulance calls if the Fire Department responds to 1,500 or more ambulance calls during the year.

Example 1: If the Fire Department responds to 400 fire calls during a calendar year, an Active Member must respond to a minimum of 30 fire calls during the calendar year to earn 25 points ($400 \times 10\% = 40$).

Example 2: If the Fire Department responds to 550 ambulance calls during a calendar year, an Active Member must respond to a minimum of 42 ambulance calls during the calendar year to receive 25 points ($550 \times 7.5\% = 41.25$ ambulance calls, which must be rounded up to 42).

Example 3: If the Fire Department responds to 325 fire calls and 450 ambulance calls during a calendar year, an Active Member who responds to a minimum of 33 fire calls and 45 ambulance calls during the calendar year will receive 50 points.

7. Miscellaneous Activities – 15 points maximum

One (1) point for attendance at other activities for which points cannot be earned in another category described herein, at which an Active Member would be covered by the Volunteer Firefighter's Benefit Law while participating in such activity. Activities, which must be approved by the Chief in charge and Wardens, include but are not limited to the following:

- Fire inspections
- Fundraising activities
- Wakes, funerals and memorial services
- Parades
- Work details
- Fire prevention activities, other than teaching fire prevention classes (see below)
- Meetings other than Department or Company meetings (e.g. Fire Police, Exempts, Water Rescue, Rescue Squad, committees, etc.)
- Firehouse and equipment testing and maintenance, construction or repair
- Outside firematic association activities

8. Teaching Fire Prevention Classes – 5 points maximum

One (1) point per class for an Active Member who at the direction of the Fire Department, and for no remuneration, presents a public education class on fire prevention to a school, not-for-profit corporation, or civic organization organized and existing under the laws of this state or authorized to conduct activities in this state.

9. Line of Duty Disability – 5 points per month/60 points per year

In the event that an Active Member is either totally and temporarily disabled, or partially and permanently disabled, as certified by the Workers' Compensation Board or other competent authority approved by the Board, and the disability occurs during the course of service as a volunteer, while actively engaged in providing line of duty services, as defined in subdivision one of section five of the Volunteer Firefighters' Benefit Law, the Active Member shall receive five (5) points for each complete calendar month during which such disability remains classified as total and temporary or partial and permanent.

EXECUTION

By their signatures affixed hereto, the Board of Trustees of the Village of Greenport does hereby, on behalf of said Village, adopt this Service Award Program Point System.

Mayor

Date

Trustee

Date

Trustee

Date

Trustee

Date

Trustee

Date

Signatures witnessed by:

old POINTS system

GREENPORT FIRE DEPARTMENT

Service Awards Points LOSAP

Adopted by the board of Wardens October 20, 2010

Approved by the Village of Greenport Board of Trustees December 27, 2010

Amended & Adopted December 21, 2011

FIRE ALARMS - MAXIMUM 25 POINTS

5%-15 Points

10%-25 Points

EMS ALARMS - MAXIMUM 25 POINTS

5%-15 Points

10%-25 Points

STAND-BY – MAXIMUM 20 POINTS

1 point each (to include all sporting events, fireworks, holiday, and pre-arranged standby at neighboring departments and others declared standby by the Chief)

Overnight standby- maximum 12 (one per month) for signing up for a minimum of 2 nights in advance and attending any alarms occurring during the hours of midnight to 5:00 am.

MEETINGS – MAXIMUM OF 20 POINTS

1 point per meeting (includes all meetings authorized by department – i.e. Exempts, Fire Police, Company meetings, Water Rescue, Rescue Squad, etc.)

TRAINING – MAXIMUM OF 25 POINTS

1 Point for each course of 1-4 hours

5 Points for each course of 5-19 hours

10 Points for each course of 20-44 hours

15 Points for each course over 45 hours

(To be entitled for the points, an active member must successfully complete the course)

DRILLS – MAXIMUM 20 POINTS

1 Point per drill (minimum 2 hours)

Drills will include all activities at SCFA Yaphank, (pump tests, Class A, Taxpayer, LP Gas, Car Fires, etc.), hydrant testing, parades & fire prevention activities. Additionally each company will host a drill every 5 weeks.

GREENPORT FIRE DEPARTMENT

Service Awards Points LOSAP

Adopted by the board of Wardens October 20, 2010

Approved by the Village of Greenport Board of Trustees December 27, 2010

Amended & Adopted December 21, 2011

ELECTED POSITIONS (PRO-RATED) MAXIMUM 25 POINTS

Chiefs	25 Points
Wardens / Captains	8
Lieutenants	5
Department & Company Secretaries	5
Department & Company Treasurers	5
Fire Prevention Officer	5
Chief Drivers	3
Delegates	1 per meeting maximum of 5

Members must have at least 25 points to eligible receive points

APPOINTED POSITIONS

Safety Officer	8 Points
Assistant Safety Officer	5
Infectious Disease Control Officer	5
Department Chaplain	5
Department Assistant Chaplain	5
Junior Advisor (2 per Company)	5

Junior advisors must attend 50% of meetings with a minimum of 6 meetings to be eligible to receive points

CERTIFIED POSITIONS

Current Dive Certification	5 Points
Current Paramedic Certification	15
Current AEMT Certification	10
Current EMT-B Certification	8

Current CFR Certification	6
Current CPR Certification	4
Qualified FF1	5

MISCELLANEOUS – MAXIMUM OF 15 POINTS

1 Point earned per event with 5 awarded for participation in Annual Inspection.

To include all of the following and any other event so designated by the Chief in charge and Wardens: Dept. Fundraisers, funerals, firematic services, set-ups, work details and memorial services.

Prepared by: Colleen Hughes 9/10/2015

FBS SERVICE AGREEMENT FOR PARKING ENFORCEMENT MANAGEMENT

AGREEMENT

AGREEMENT dated _____, 2015 between Village of Greenport, a municipal corporation with offices at PO Box 73 Greenport, NY 11944 (Hereafter referred to as Village) and FUNDAMENTAL BUSINESS SERVICE, INC., 14 Front Street, Hempstead, New York, 11550, (Hereafter referred to as FBS).

WHEREAS, FBS, has been selected to perform these services, now therefore
IT IS MUTUALLY AGREED: BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The term of this agreement will commence on the date above written and will continue for a period of Three (3) years with an option to renew, at the option of FBS, for an additional three year period upon thirty (30) days written notice unless terminated sooner pursuant to the provisions of paragraph 21 herein.
2. FBS shall transcribe all records of parking summonses and all information contained therein from the original appearance tickets/summonses located at Town of Southold Justice Court and issued for violation of parking ordinances. Said summonses shall be delivered to FBS by the Town at the sole cost and expense of the Village.
Village of Greenport
3. The Village agrees to cooperate with FBS, in providing access to the aforesaid information, including the information regarding the payment of all summonses.
4. FBS shall obtain from the Department of Motor Vehicles the name, address and vehicle registration numbers from the information provided by the Village, including license plate numbers, as found on the aforesaid tickets/summonses.
5. FBS shall engage in skip tracing procedures, if determined by FBS to be necessary or appropriate, to locate delinquent violators.
6. FBS shall notify all aforesaid violators of the outstanding tickets/summonses, on a form, which has been approved by the Village prior to transmission.
7. FBS shall forward copies of all correspondence received from violators or other sources which result from the aforesaid notification and shall notify the Village of Greenport and the Department of Motor Vehicles of the results of said correspondence and compliance or lack thereof.
8. FBS shall maintain monthly account files, which reflect the amount of fines remitted as a result of the efforts of FBS and shall provide copies of such reports to the Village on a monthly basis.

FBS SERVICE AGREEMENT FOR PARKING ENFORCEMENT MANAGEMENT

9. FBS shall repeat notification to delinquent violators by two additional notices as set forth herein on forms approved by the Village at thirty (30) day intervals, unless payment is sooner made.

10. FBS shall provide a warning to all delinquent violators that failure to respond to the aforesaid three (3) notices may result in the entry of a civil judgment.

11. FBS, on behalf of and at the direction of the Town of Southold Justice Court, shall prepare civil default judgments for docketing by the appropriate Village officials in certain instances where violators fail to respond to the aforesaid three (3) notices, as directed by the Village.

12. FBS shall provide all responding violators with information regarding all outstanding summonses, including summons number, date and place of violation, license plate number and amount of fine.

13. FBS, on behalf of and at the direction of the Village of Greenport and the Town of Southold Justice Court, shall notify the Department of Motor Vehicles of scofflaws with three (3) or more unanswered violations.

14. FBS agrees to devote reasonable best efforts to recover the full amount of the accounts placed for collection through persistent and diligent activity which shall be at all times legal and ethical and in compliance with applicable Government (Federal, State and Local) rules and regulations including without limitation, the Federal Fair Debt Collection Practices Act. FBS shall endeavor to maintain and preserve the violator's good will toward the Village.

15. FBS shall maintain all records in relation to this agreement and perform services as required herein at and from its own business premises.

16. All fines remitted in response to the efforts of FBS shall be remitted directly to the Town of Southold Justice Court. In no instance shall FBS engage in the service of, or be considered in any way, to be the escrowee of the Town/Village.

17. The parties further agree that all correspondence to be sent to scofflaws and violators shall be subject to the prior approval of the Village.

18. FBS agrees to hold the Village harmless and indemnify against any liability imposed upon the Village as a result of acts committed by FBS, in violation of this agreement and of the Fair Debt Collection Act and all applicable Federal, State and Local regulations in regard to debt collections. The Village of Greenport agrees to hold FBS harmless and indemnify against any liability imposed upon FBS as a result of erroneous

FBS SERVICE AGREEMENT FOR PARKING ENFORCEMENT MANAGEMENT

or incorrect information transmitted by the Village to FBS and actions taken by FBS in reliance thereon.

19. It is understood that FBS' relationship to the Village is that of an independent contractor and not its employee or agent. Any arrangements made by FBS with outside agents or attorneys shall be solely FBS' responsibility and shall in no way constitute or incur additional obligation on the part of the Village. The Village's obligation is limited to payment to FBS of compensation earned in accordance with this agreement.

20. FBS shall be compensated on a contingent basis and shall be entitled to:

1. Thirty percent (30%) of all monies paid from thirty one days from issuance forward

In addition, all costs of operation incurred by FBS in furtherance of the services enumerated, excluding statutory court and filing fees and fees imposed by the Department of Motor Vehicle directly upon the Village, shall be borne solely by contractor. The compensation due FBS shall be based upon a percentage of that actually collected and not upon the face amount of the summons/ticket. FBS shall submit invoices and be compensated pursuant to customary Village billing procedures.

21. Either party may terminate this agreement by giving written notice by registered or certified mail upon thirty (30) days notice for cause. In the event this agreement is so terminated, FBS shall return to Village all accounts and related records. The Village will be responsible to FBS for fees due as a result of the collection efforts of FBS but shall incur no other liability as a result of such cancellation.

*based on monies actually collected

22. All intellectual property provided by FBS during the course of this agreement shall remain the property of FBS or the entity which licenses its use. All data held by FBS shall be turned over to the Southold Town Justice Court upon demand at the expiration of this contract.

This agreement sets forth all of the terms and conditions of the agreement and may only be changed by a writing executed by both parties.

FBS SERVICE AGREEMENT FOR PARKING ENFORCEMENT MANAGEMENT

DATED: **FUNDAMENTAL BUSINESS SERVICE, INC.**

BY _____

DATED: **VILLAGE OF GREENPORT**

BY _____

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING WETLANDS PERMIT APPLICATION
OF COSTELLO MARINE CONTRACTING CORPORATION ON BEHALF OF
NATHANIEL AND EMILY EWING

WHEREAS an application for a wetlands permit approval was filed by Costello Marine Contracting Corporation as applicant on behalf of Nathaniel and Emily Ewing with the Board of Trustees of the Village of Greenport; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Village of Greenport with respect to the wetlands permit application and the Board of Trustees of the Village of Greenport with regard to SEQRA, and completed a short form EAF for purposes of SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the consideration and approval of the wetlands permit application and it is further

RESOLVED that the Board of Trustees hereby determines that the approval of the wetlands permit application is an Unlisted Action for purposes of SEQRA; it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the approval of the wetlands permit application;

Will not have a significant negative impact on the environment in the action, and;

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

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

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

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

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

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

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

Will not result in changes in two or more elements of the environment, each of which is not significant but when reviewed together are significant two or more related actions each of which is not significant but when reviewed together are significant.

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

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: December 11, 2015