



**September 28, 2017 at 7:00 PM
Mayor and Board of Trustees – Regular Meeting
Third Street Firehouse
Greenport, NY 11944**

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

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

- o Barbara J. Loeb
- o Gwendolyn A. Martin

ANNOUNCEMENTS

- o A certified forester from New York State will conduct an arborist training class on October 4th at the Third Street Firehouse, beginning at 8:00 a.m.
- o The Village Offices will be closed on October 9th, in celebration of Columbus Day.
- o The annual Homecoming Parade will be held on October 13th, beginning at 6 p.m.

PUBLIC HEARINGS (CONTINUED / OPEN)

- o Proposed amendment to Section 9 and Section 18 (Multi-Family Dwelling) of Chapter 150 (Zoning) of the Village of Greenport Code
- o Proposed amendment to Chapter 103 (Rental Regulations for Residential Properties) of the Village of Greenport Code

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 09-2017-1**

RESOLUTION adopting the September 2017 agenda as printed.

RESOLUTION # 09-2017-2

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

FIRE DEPARTMENT**RESOLUTION # 09-2017-3**

RESOLUTION approving the application for membership of Michael Maloney to the Star Hose Company of the Greenport Fire Department, as previously approved by the Board of Wardens on August 15, 2017.

VILLAGE ADMINISTRATOR**RESOLUTION # 09-2017-4**

RESOLUTION ratifying the hiring of Kyle VanDuzer as a part-time, seasonal Park Attendant at Mitchell Park Marina at a pay rate of \$10.00 per hour, effective September 1, 2017.

RESOLUTION # 09-2017-5

RESOLUTION authorizing the attendance of Trustee Julia Robins and Village Administrator Paul Pallas at the NYAPP Annual Fall Meeting from October 3, 2017 through October 4, 2017 in Albany, New York, at a conference fee of \$235.00 per person and a room rate of \$ 249.00 per night per person, plus all applicable travel, meal and mileage costs, to be expensed from account number E.0782.000 (Management Services).

VILLAGE TREASURER**RESOLUTION # 09-2017-6**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 3743, for the funding of the replacement pump for Peconic Landing and replacement flow meters, and directing that Budget Transfer # 3743 be included as part of the formal meeting minutes of the September 28, 2017 regular meeting of the Board of Trustees.

RESOLUTION # 09-2017-7

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 3745, for the funding of two new service distribution transformers for the Light Plant, and directing that Budget Transfer # 3745 be included as part of the formal meeting minutes of the September 28, 2017 regular meeting of the Board of Trustees.

RESOLUTION # 09-2017-8

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 3748, for the funding to date the development of design plans for the sewer main extension on Beach Road, and directing that Budget Transfer # 3748 be included as part of the formal meeting minutes of the September 28, 2017 regular meeting of the Board of Trustees.

RESOLUTION # 09-2017-9

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 3749, for the funding of the emergency repair of the eastern pier at Mitchell Park Marina, and directing that Budget Transfer # 3749 be included as part of the formal meeting minutes of the September 28, 2017 regular meeting of the Board of Trustees.

RESOLUTION # 09-2017-10

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 3751, for the funding of a vehicle for the Water Department, and directing that Budget Transfer # 3751 be included as part of the formal meeting minutes of the September 28, 2017 regular meeting of the Board of Trustees.

RESOLUTION # 09-2017-11

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 3752, for the funding of the Bioretention basin, and directing that Budget Transfer # 3752 be included as part of the formal meeting minutes of the September 28, 2017 regular meeting of the Board of Trustees.

VILLAGE CLERK**RESOLUTION # 09-2017-12**

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, 2017; with not more than five (5) people at one time hunting in the western portion of Moore's Woods.

RESOLUTION # 09-2017-13

RESOLUTION approving the attached retainer agreement; effective from May 23, 2017 through June 30, 2020; between the Village of Greenport and special counsel Lamb and Barnosky, per the engagement letter from Lamb and Barnosky dated August 18, 2017; and further authorizing Mayor Hubbard to sign the retainer agreement between the Village of Greenport and Lamb and Barnosky.

RESOLUTION # 09-2017-14

RESOLUTION terminating, for non-performance, the contract for liquid sludge hauling between the Village of Greenport and Full Cesspool LLC, and further accepting the attached proposal as submitted by Russell Reid for liquid sludge hauling.

RESOLUTION # 09-2017-15

RESOLUTION ratifying the attendance of Clerk Pirillo and Treasurer Brandt at the New York State Retirement System Employer Education Seminar from 9:00 a.m. through 3:30 p.m. on September 28, 2017. There is no charge for this seminar, and all reimbursable meal and mileage costs will be expensed from the corresponding account numbers.

RESOLUTION # 09-2017-16

RESOLUTION authorizing the attendance of any interested: Board of Trustee member, management staff personnel, Village Hall employee, Planning Board member, or Zoning Board member at the SCVOA Municipal Training session on October 18, 2017 at the Hilton Long Island Huntington in Melville, New York. All applicable fees and mileage reimbursements will be expensed from the corresponding account numbers.

RESOLUTION # 09-2017-17

RESOLUTION approving the Public Assembly Permit Application submitted by the Greenport Farmers' Market to use a portion of the grounds at Moore's Lane, from 10:00 a.m. through 2:00 p.m. from October 7, 2017 through November 18, 2017; to provide for an extension of the Farmers' Market regular season.

RESOLUTION # 09-2017-18

RESOLUTION approving the Public Assembly Permit Application submitted by the Greenport High School to close to vehicular traffic, and utilize, the Village-owned streets from the IGA Supermarket to the High School, for the annual Homecoming Parade, from 5:30 pm through 6:30 pm on October 13, 2017.

RESOLUTION # 09-2017-19

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 12 noon through 5:00 p.m. on October 8, 2017.

RESOLUTION # 09-2017-20

RESOLUTION accepting the resignation of Joseph O' Byrne as an Account Clerk Typist, effective September 29, 2017.

RESOLUTION # 09-2017-21

RESOLUTION accepting the price quotation submitted by Riverhead Ford Lincoln per the bid opening on September 12, 2017 for the purchase of one (1) 2017 Ford F-250 (4x4) for the Road Department, at a price of \$ 30,540.86; to be expensed from account H.5110.201 (Road Department Vehicle).

RESOLUTION # 09-2017-22

RESOLUTION accepting the price quotation submitted by Riverhead Ford Lincoln per the bid opening on September 21, 2017 for the purchase of one (1) 2017 Ford F-250 (4x2) for the Road Department, at a price of \$ 28,252.86; to be expensed from account H.5110.201 (Road Department Vehicles).

RESOLUTION # 09-2017-23

RESOLUTION accepting the price quotation submitted by Lucas Ford per the bid opening on September 12, 2017 for the purchase of one (1) 2016 Ford F-250 (4x4) for the Water Department, at a price of \$ 31,990.00; to be expensed from account F.8310.416 (Transportation Expense).

VILLAGE ATTORNEY**RESOLUTION # 09-2017-24**

RESOLUTION scheduling a public hearing for October 26, 2017 at 7:00 p.m. at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944 regarding a proposed amendment to Chapter 118 (Sub-Division and Merger of Land) of the Village of Greenport Code, and directing Clerk Pirillo to notice the public hearing accordingly.

VILLAGE TRUSTEES**RESOLUTION # 09-2017-25**

RESOLUTION approving the closing of North Street to Main Street, Main Street to the terminus at Claudio's circle, and Front Street from Main Street to the Carousel, from 11:00 a.m. through 12:30 p.m. on October 28, 2017 for the Village-sponsored Halloween Parade, in collaboration with the Business Improvement District.

RESOLUTION # 09-2017-26

RESOLUTION directing Village Administrator Pallas to schedule a meeting between the Village of Greenport Board of Trustees, the Sandy Beach Homeowners' Association and Cashin Associates, to discuss the proposed sewer expansion project.

RESOLUTION # 09-2017-27

RESOLUTION authorizing the Village of Greenport to hold a fund-raising, family event at the Ice Skating Rink during Winter 2017, with Trustee Roberts spear-heading the event planning, with co-ordination services to be provided by Village management staff.

VOUCHER SUMMARY**RESOLUTION # 09-2017-28**

RESOLUTION approving all checks per the Voucher Summary Report dated September 22, 2017, in the total amount of \$ 726,681.93 consisting of:

- o All regular checks in the amount of \$ 597,321.78, and
- o All prepaid checks (including wire transfers) in the amount of \$ 129,360.15.

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2018 Period: 9 Trans Type: B2 - Amend Status: Batch
 Trans No: 3743 Trans Date: 09/11/2017 User Ref: ROBERT
 Requested: A. HUBBARD Approved: Created by: ROBERT 09/11/2017
 Description: APPROPRIATE SURPLUS TO FUND THE REPAIR AND REPLACEMENT OF THE
 PECONIC LANDING PUMP, AND THE PURCHASE OF REPLACEMENT FLOW
 METERS Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	17,200.00
G.8130.203	MAJOR PUMP STATION REPAIR..	17,200.00
Total Amount:		34,400.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2018 Period: 9 Trans Type: B2 - Amend Status: Batch
Trans No: 3745 Trans Date: 09/11/2017 User Ref: ROBERT
Requested: D. JACOBS Approved: Created by: ROBERT 09/11/2017
Description: TO APPROPRIATE SURPLUS TO FUND THE PURCHASE OF TWO TRANSFORMERS FOR THE LIGHT PLANT
Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
E.5990	APPROPRIATED FUND BALANCE	20,000.00
E.0365	TRANSFORMERS	20,000.00
Total Amount:		40,000.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2018 Period: 9 Trans Type: B2 - Amend Status: Batch
Trans No: 3751 Trans Date: 09/13/2017 User Ref: ROBERT
Requested: P. PALLAS Approved: Created by: ROBERT 09/13/2017
Description: TO APPROPRIATE SURPLUS TO FUND THE PURCHASE OF ONE VEHICLE FOR THE WATER DEPARTMENT Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
F.5990	APPROPRIATED FUND BALANCE	34,000.00
F.8310.416	TRANS EXP (CLEARING)	34,000.00
Total Amount:		68,000.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2018 Period: 9 Trans Type: B2 - Amend Status: Batch
Trans No: 3752 Trans Date: 09/13/2017 User Ref: ROBERT
Requested: P. PALLAS Approved: Created by: ROBERT 09/13/2017
Description: TO APPROPRIATE SURPLUS FOR THE FUNDING OF THE BIORETENTION
BASIN ANDRELATED IMPROVEMENTS Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	139,700.00
A.8843.900	TRANSFER TO CAPITAL..	139,700.00
H.2816.500	TRANSFER FROM GENERAL..	139,700.00
H.8140.200	WATER QUALITY IMPROVEMENT PROJECTS	139,700.00
Total Amount:		558,800.00

LAMB & BARNOSKY, LLP
ATTORNEYS AT LAW

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MARCIA L. FINKELSTEIN
STEVEN GODSBERG
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SCOTT M. KARSON
P.L. LAMB
JOEL M. MARKOWITZ
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MICHAEL D. RANIERE
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SERVICE BY E-MAIL, FAX OR OTHER FORMS OF
ELECTRONIC COMMUNICATION NOT ACCEPTED

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ASSOCIATES
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MATTHEW J. MEHNERT
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ALYSSA L. ZUCKERMAN

August 18, 2017

Mayor George Hubbard
Village of Greenport
Village Hall
236 Third Street
Greenport, N.Y. 11944

Dear Mayor Hubbard:

Thank you for your interest in continuing our retention as the Village's special labor counsel. This letter will confirm the scope and terms of our continuing representation and will ensure that we continue to have a clear understanding of these matters as we proceed into our new agreement.

1. Scope of Engagement

The scope of this representation will continue to include serving as the Village's special labor counsel effective May 23, 2017 through June 30, 2020. Our services will include the continuation of the current and one additional round of collective bargaining negotiations with the CSEA bargaining unit, including mediation, fact-finding and legislative determination hearings on behalf of the Village with representatives of the CSEA and drafting of the collective bargaining agreement with that unit. Services covered by the retainer also include attendance at Board meetings on a scheduled basis to discuss the contract, when necessary, and consultation on the administration of the collective bargaining agreement during its term. Excluded from the retainer will be administrative hearings, arbitrations and other litigation, personnel matters involving individual employees, personnel investigations and collective bargaining with any newly established units not listed above.

The scope of our engagement may change if the Village asks the Firm to provide different services and the Firm agrees in writing to provide them or the Firm proceeds to provide them and bills the Village for them. If the Firm's engagement changes, the terms set out in this letter will apply to the changed engagement, unless the Firm sends the Village a further letter modifying or superseding this one.

2. **The Client's Duty to Cooperate**

The Village understands and agrees that, in order for the Firm to effectively represent it, it is necessary for it to assist and cooperate with the Firm. The Village agrees to: (1) make itself available to discuss issues as they arise in this matter, and to make decisions regarding the matter when necessary; (2) attend and participate in meetings, conferences, preparation sessions, court and administrative proceedings and other activities in connection with the representation; (3) provide complete and accurate information and documents to the Firm on a timely basis; and (4) pay the Firm's invoices on a timely basis as provided herein.

3. **Responsibility and Team Members**

We will continue to represent you by using lawyers who are best suited to handle issues as they arise. We will continue to do everything we can to staff your work efficiently so that the charges you incur are reasonable and consistent with your requirements. Alyson Mathews and I will continue to be the attorneys primarily responsible for handling the Village's matters.

4. **Keeping You Informed**

The Firm continues to be committed to keeping the Village informed about our work on any matters assigned to us. This includes continuing to let the Village know who is working on matters assigned to us, updating the Village on the progress of those matters, advising the Village of any potential problems or delays, and keeping the Village notified of costs. To this end, the Firm will continue to provide the Village with a report on the status of matters assigned to us as regularly as the Village requires. In the event that the Village needs to reach one of our attorneys and the person sought is unavailable, please leave a message describing the nature and urgency of the inquiry. It continues to be the Firm's policy to promptly respond to all inquiries.

5. **Fees, Expenses and Billings**

(a) **Legal Fees**

Our fees for services will continue to be based upon a variety of facts, including the time and labor involved; the difficulty of the questions and the skill required to perform those services properly; time limitations imposed either by the Village or by the circumstances; the nature and length of the professional relationship between us; and the experience of the lawyers assigned to do the work. The hourly billing rates for attorneys and paralegals in our Firm vary and are re-adjusted periodically.

Notwithstanding this fee schedule, we have agreed to a retainer arrangement as follows: \$25,000 covering the period May 23, 2017 through June 30, 2018, \$25,000 covering the period July 1, 2018 through June 30, 2019; and \$26,500 covering the period July 1, 2019 through June 30, 2020, payable in equal advance monthly installments.

If requested to represent the Village in matters outside of the scope of this retainer, we have agreed to cap our hourly rates at a special discounted rate of \$295 per hour for a partner's or counsel's time effective May 23, 2017; \$298 per hour effective September 1, 2017; \$301 per hour effective July 1, 2018, and \$304 per hour effective July 1, 2019. The rate for an associate attorney's time will be \$240 per hour effective May 23, 2017; \$243 per hour effective September 1, 2017; \$246 per hour effective July 1, 2018 and \$249 per hour effective July 1, 2019. The rate will continue to be \$150 per hour for recent law graduates, legal interns, summer associates and paralegal assistants. It is understood that our Firm regularly reviews and adjusts its rates each year, and that any change in our rates will be made only upon prior notice to the Village. We will continue to bill our time in quarter-hour (four to an hour) increments. These rates do not include any amounts that may be added to a particular invoice for disbursements and charges.

(b) Disbursements and Charges

The Village will also continue to be responsible for reasonable costs and expenses incurred. These costs and expenses may include travel and mileage expenses, computerized legal research, process and subpoena service fees, filing fees, overnight mail fees and similar items. These costs and expenses will be billed in the same manner as our fees or we may ask the Village to make direct payment to the party making the charge. We will continue to not charge for photocopying, domestic telephone calls, postage costing less than \$1 or facsimiles.

(c) Billing Arrangements

Statements of fees, disbursements and charges will continue to be sent to the Village by the Firm on a monthly basis, with payment to be made within 30 days of receipt of the invoice. Please note that the Firm reserves the right to impose a late charge at the rate of 12 percent per annum on past due accounts. If the Village anticipates that payment will be delayed, please discuss this delay with me at the earliest possible opportunity. If the Village has any questions regarding an invoice, please contact me so that I can try to promptly answer them.

6. Communication Technology

We continue to be mindful of our obligation to safeguard our clients' proprietary, sensitive, or otherwise confidential information. To this end, it is important that we continue to agree on the kinds of communication technology which will be employed in the course of this

engagement. If there are particular forms of communication technology that the Village does not wish us to use, or if there are other specific safeguards that the Village would like us to put in place, please promptly advise us. If the Village does not so advise us, we will continue to assume that the Village has given consent to, and accepted any risks attendant upon, the use of any means of communication that we deem to be appropriate (including cell phones, electronic mail, and facsimiles).

7. **Files**

The Firm generally retains clients' files for at least seven years after conclusion of the matter for which representation was provided. However, once the matter has been concluded, the Village may take possession of the files at any time by delivering a written and signed request to the Firm. If, upon the expiration of seven years after conclusion of the matter, no request has been received, the Firm reserves the right to destroy the files without further notice to the Village.

8. **Questions and Termination**

The Firm continues to have procedures to address any issue that the Village would like to raise, and we encourage the Village to inform us if at any time our services do not meet your expectations. We will continue to strive to promptly address any problem and in a professional manner.

You may end this relationship at any time by giving the Firm written notice, subject to your obligation to pay us according to the terms of this Agreement. The Firm, in turn, may withdraw from the representation upon written notice in the event that you fail to cooperate with us in any way that we may reasonably request, the Village fails to pay our invoices in full as submitted, or we determine in our reasonable discretion that it would be improper pursuant to the New York Code of Professional Conduct or impractical to continue our relationship.

9. **Resolution of Disputes – Arbitration**

Although we do not expect that differences regarding the payment of fees for professional services, costs and disbursements will arise between us, we recognize that disagreements can happen. It is, therefore, wise to agree upon a procedure for fairly and expeditiously resolving them. If collection efforts made by the Firm are unsuccessful, then the dispute, controversy or claim will be finally resolved by private, confidential binding arbitration as follows: (a) to the extent that the New York Fee Dispute Resolution Program (Part 137 of 22 NYCRR), which provides for the informal and expeditious resolution of fee disputes between attorneys and clients, applies to the dispute, controversy or claim, then resolution will be in accordance with

the rules and procedures of the Fee Dispute Resolution Program (a copy is available upon request); or (b) if the Fee Dispute Resolution Program does not apply to the dispute, controversy or claim, then the arbitration will be conducted in Suffolk County in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award issued in arbitration will be final, binding and non-reviewable.

10. **Entire Agreement**

This letter represents the entire agreement between us concerning the terms and conditions of this engagement. By signing below, the Village acknowledges that this letter has been reviewed and understood and that it agrees to be bound by its terms and conditions. By signing below, the Village consents to continuing to be listed as one of the Firm's clients in any of our promotion-related materials or activities. The Village's permission to be listed can be revoked by it at any time. No change or waiver of any of the provisions of this letter will be binding on either the Village or the Firm unless the change is in writing and signed by both the Village and us.

If this agreement is acceptable, please sign and return the original of this letter and retain the signed copy for the Village's files. Kindly also attach for our records a copy of the Village Board minutes containing the Resolution authorizing this retainer.

I look forward to continuing our longstanding professional and personal relationship with you and the Village!

Very truly yours,



Richard K. Zuckerman

RKZ/z

READ AND AGREED TO:

VILLAGE BOARD, VILLAGE OF GREENPORT

By: _____

Sylvia Pirillo

From: Adam Hubbard
Sent: Thursday, September 14, 2017 2:38 PM
To: Sylvia Pirillo
Subject: FW: sludge hauling Greenport to Bergen Point

From: David Dam [mailto:DDam@russellreid.com]
Sent: Tuesday, August 1, 2017 3:02 PM
To: Adam Hubbard <ahubbard@greenportvillage.org>
Cc: Rob Suessmann <rsuessmann@russellreid.com>; Peter Barrese Jr. <PBarrese@russellreid.com>
Subject: sludge hauling Greenport to Bergen Point

Mr. Hubbard:

Russell Reid will load transport and dispose of sewage sludge for the following rate:

\$196.00 per 1,000 gallons

We will remove (2) 7,000 gallon loads next week on Monday, Wednesday and Friday.

Please confirm with a purchase order for these services.

Sincerely,



David J. Dam
Executive Vice President
P.O. Box 130
Keasbey, NJ 08832
800-356-4468, ext. 5429
Direct: 732-692-2429
Cell: 732-673-1641
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