June 28, 2018 at 7:00 PM
Mayor and Board of Trustees – Regular Meeting
Third Street Firehouse
Greenport, NY 11944

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE
Martha T. Jackson
Timothy J. Reeves
Jane Ann Smith
Charles J. Umbach

ANNOUNCEMENTS
The Farmers’ Market has begun operating from 10 a.m. – 2 p.m. each Saturday.

The children’s free Summer swim program will begin on July 2nd.

LIQUOR LICENSE APPLICATIONS
New application for 48 Front Street Restaurant Corporation, at 48 Front Street

PUBLIC HEARINGS - None

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA
CALL TO ORDER

RESOLUTIONS

RESOLUTION # 06-2018-1
RESOLUTION adopting the June, 2018 agenda as printed.

RESOLUTION # 06-2018-2
RESOLUTION accepting the monthly reports of the Greenport Fire Department, Village Administrator, Village Treasurer, Village Clerk, Village Attorney, Mayor and Board of Trustees.

RESOLUTION # 06-2018-3
RESOLUTION ratifying the following resolution previously approved by the Board of Trustees at the Trustees' work session meeting held on June 21, 2018:
RESOLUTION authorizing the request of an extension of time from the Suffolk County Legislature to develop low-income housing at 324 Johnson Court, Greenport, New York, within two years of the date of adoption of the extension resolution by the Suffolk County Legislature.

VILLAGE ADMINISTRATOR

RESOLUTION # 06-2018-4
RESOLUTION ratifying the hiring of Kathleen Tasca and Daniel Holmes as seasonal, part-time employees at the Village of Greenport Carousel at a pay rate of $11.00 per hour, effective June 9, 2018.

RESOLUTION # 06-2018-5
RESOLUTION ratifying the hiring of Dillon Cassidy as a seasonal, part-time Camp Counselor at a pay rate of $11.00 per hour, effective June 12, 2018.

RESOLUTION # 06-2018-6
RESOLUTION ratifying the hiring of Breanna Shelby, Miguel Gomez, Julian Pringle, Giovanni Iona, and Jadyn Maichin as seasonal, part-time Camp Counselors at a pay rate of $11.00 per hour, effective June 12, 2018.

RESOLUTION # 06-2018-7
RESOLUTION authorizing an increase in the hourly wage rate for Craig Johnson, from $14.57 per hour to $15.73 per hour, effective July 4, 2018 based on the completion of a job-related course of study, per Article VIII, Section 9(c) - Earned Credits - of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.
VILLAGE TREASURER

RESOLUTION # 06-2018-8
RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #3871 for the General Fund for the 2017/2018 Fiscal Year, and directing that Budget Amendment #3871 be included as part of the formal meeting minutes for the June 28, 2018 regular meeting of the Board of Trustees.

RESOLUTION # 06-2018-9
RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer #3875 for the General Fund for the 2017/2018 Fiscal Year, and directing that Budget Transfer #3875 be included as part of the formal meeting minutes for the June 28, 2018 regular meeting of the Board of Trustees.

RESOLUTION # 06-2018-10
RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer #3878 for the Fire Department for the 2017/2018 Fiscal Year, and directing that Budget Transfer #3878 be included as part of the formal meeting minutes for the June 28, 2018 regular meeting of the Board of Trustees.

RESOLUTION # 06-2018-11
RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer #3879 for the Electric, Water and Sewer Funds for the 2017/2018 Fiscal Year, and directing that Budget Transfer #3879 be included as part of the formal meeting minutes for the June 28, 2018 regular meeting of the Board of Trustees.

RESOLUTION # 06-2018-12
RESOLUTION authorizing Treasurer Brandt to make an additional contribution in the amount of $18,863.00 to the Volunteer Firefighter Length of Service Award Program for the Village of Greenport Fire Department.

VILLAGE CLERK

RESOLUTION # 06-2018-13
RESOLUTION adopting the attached SEQRA resolution regarding the proposed local law of 2018 amending Chapter 132 (Vehicles and Traffic) of the Village of Greenport; adopting lead agency status, determining the adoption of the local law amending Chapter 132 to be an Unlisted Action, determining that the adoption of the local law will not have a significant negative impact on one or more aspects of the environment and adopting a negative declaration for purposes of SEQRA.
RESOLUTION # 06-2018-14
RESOLUTION adopting Local Law # _____ of 2018, amending Village of Greenport Code Chapter 132 (Vehicles and Traffic) to add two (2) additional handicap parking spaces at Manor Place on the side of the Holy Trinity Church at 768 Main Street.

RESOLUTION # 06-2018-15
RESOLUTION adopting the attached SEQRA resolution regarding the proposed local law of 2018 amending Chapter 132 (Vehicles and Traffic) of the Village of Greenport; adopting lead agency status, determining the adoption of the local law amending Chapter 132 to be an Unlisted Action, determining that the adoption of the local law will not have a significant negative impact on one or more aspects of the environment and adopting a negative declaration for purposes of SEQRA.

RESOLUTION # 06-2018-16
RESOLUTION adopting Local Law # _____ of 2018, amending Village of Greenport Code Chapter 132 (Vehicles and Traffic) to add a stop sign southbound on Fifth Street at Johnson Place and to add a stop sign southbound on Sixth Street at Johnson Place.

RESOLUTION # 06-2018-17
RESOLUTION adopting the attached SEQRA resolution regarding the proposed local law of 2018 amending Chapter 132 (Vehicles and Traffic) of the Village of Greenport; adopting lead agency status, determining the adoption of the local law amending Chapter 132 to be an Unlisted Action, determining that the adoption of the local law will not have a significant negative impact on one or more aspects of the environment and adopting a negative declaration for purposes of SEQRA.

RESOLUTION # 06-2018-18
RESOLUTION adopting Local Law # _____ of 2018, amending Village of Greenport Code Chapter 132 (Vehicles and Traffic) to adopt a speed limit of 25 miles per hour on Main Street from Bridge Street to Front Street, and on Front Street from Main Street to Sixth Street, subject to New York State approval, where approval is required.

RESOLUTION # 06-2018-19
RESOLUTION approving the Public Assembly Permit Application submitted by the Standard Hose Company of the Greenport Fire Department for the use of the grounds at the Third Street Firehouse on August 18, 2018 for the annual Chicken Barbecue Fundraiser.
RESOLUTION # 06-2018-20
RESOLUTION approving the Public Assembly Permit Application submitted by Dinni Gordon on behalf of Sister Margaret Smyth of the North Fork Spanish Apostolate for the use of a portion of Mitchell Park from 11:00 a.m. through 1:00 p.m. on June 30, 2018 for a Families Belong Together rally.

RESOLUTION # 06-2018-21
RESOLUTION approving the Public Assembly Permit Application submitted by the Relief Hose and Phenix Hook and Ladder Companies of the Greenport Fire Department for the use of the Polo Grounds on Moores Lane from 6:00 p.m. through midnight from July 3, 2018 through July 7, 2018 for the annual Carnival Fundraiser, with fireworks displays to be held on July 5, 2018 and July 7, 2018.

RESOLUTION # 06-2018-22
RESOLUTION approving the following musical performance schedule and payments for the 2018 Dances in the Park program, to be expensed from account A.7312.400 (Arts and Culture Exhibitions):

July 2, 2018 - Who Are Those Guys - $ 900
July 9, 2018 - Vendettas - $ 1,000
July 16, 2018 - Southbound - $ 1,200
July 23, 2018 - That Motown Band - $ 1,200
July 30, 2018 - Abrazos - $ 2,500
August 6, 2018 - No Request - $ 1,100
August 13, 2018 - Winston Irie - $ 1,300
August 20, 2018 - Cravin Band - $ 1,200
August 27, 2018 - Gene Casey and the Lonesharks - $ 1,200

RESOLUTION # 06-2018-23
RESOLUTION approving the attached annual agreement between the Town of Southold and the Village of Greenport regarding the Marine Pump-Out Station, and authorizing Mayor Hubbard to sign the agreement between the Town of Southold and the Village of Greenport regarding the Marine Pump-Out Station.

RESOLUTION # 06-2018-24
RESOLUTION authorizing the solicitation of bids for the purchase of a new wood-chipping machine to be used by the Electric and Road Departments, and directing Clerk Pirillo to notice the solicitation of bids accordingly.
RESOLUTION # 06-2018-25
RESOLUTION approving the attached agreement in the amount of $160,679.79 between the Village of Greenport and DeAl Concrete Corporation regarding the replacement of selected ramps, sidewalks, curbs and driveway aprons on Fifth Street in the Village of Greenport, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and DeAl Concrete.

RESOLUTION # 06-2018-26
RESOLUTION approving the attached agreement in the amount of $144,342.50 between the Village of Greenport and DeAl Concrete Corporation regarding construction and services related to the road-end drainage project on Fifth Street in the Village of Greenport, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and DeAl Concrete.

RESOLUTION # 06-2018-27
RESOLUTION approving the attached agreement in the amount of $21,000.00 between the Village of Greenport and DeAl Concrete Corporation regarding construction and services related to the replacement of the concrete culvert on Wiggins Street in the Village of Greenport, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and DeAl Concrete.

RESOLUTION # 06-2018-28
RESOLUTION approving the attached agreement in the amount of $7,500.00 between the Village of Greenport and Costello Marine Contracting Corporation regarding materials and labor necessary for the repairs to the “A” Dock Float at The Village of Greenport Mitchell Park Marina, and authorizing Mayor Hubbard to sign the agreement between The Village of Greenport and Costello Marine Contracting Corporation.

RESOLUTION # 06-2018-29
RESOLUTION approving the attached agreement in the amount of approximately $3,750.00 between the Village of Greenport and Costello Marine Contracting Corporation regarding materials and labor necessary for bolt repairs (at a price of $750.00 per hour) to the East Dock at The Village of Greenport Mitchell Park Marina, and authorizing Mayor Hubbard to sign the agreement between The Village of Greenport and Costello Marine Contracting Corporation.

RESOLUTION # 06-2018-30
RESOLUTION approving the attached agreement between the Village of Greenport and Enid Hatton for the painting of one or more inner scenic panels for the Village of Greenport Carousel, at a fee of $1,250 per panel, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and Enid Hatton.
RESOLUTION # 06-2018-31
RESOLUTION approving the attached agreement between the Village of Greenport and Jada Rowland for the painting of one or more inner scenic panels for the Village of Greenport Carousel, at a fee of $1,250 per panel, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and Jada Rowland.

RESOLUTION # 06-2018-32
RESOLUTION approving the attached agreement between the Village of Greenport and Cliff Miller for the painting of one or more inner scenic panels for the Village of Greenport Carousel, at a fee of $1,250 per panel, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and Cliff Miller.

RESOLUTION # 06-2018-33
RESOLUTION approving the attached agreement between the Village of Greenport and W.A. Dodge for the painting of one or more inner scenic panels for the Village of Greenport Carousel, at a fee of $1,250 per panel, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and W.A. Dodge.

RESOLUTION # 06-2018-34
RESOLUTION approving the attached agreement between the Village of Greenport and Scott Hewett for the painting of one or more inner scenic panels for the Village of Greenport Carousel, at a fee of $1,250 per panel, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and Scott Hewett.

RESOLUTION # 06-2018-35
RESOLUTION ratifying the hiring of Ryan Weingart as a part-time, seasonal Parking Code Enforcement Officer for the Village of Greenport, at a wage rate of $15.00 per hour, effective June 8, 2018.

RESOLUTION # 06-2018-36
RESOLUTION scheduling a public hearing for 7:00 p.m. on July 26, 2018 at the Third Street Firehouse, Third and South Streets, Greenport, New York, 11944 regarding the Wetlands Permit Application submitted by Brooke Epperson on behalf of Erika Cabral, to construct a new garage, covered cabana, hot tub and pool; with 11,540 cubic feet of dirt removed from the site, on the property at 127 Bay Avenue, Greenport, New York, 11944; and directing Clerk Pirillo to notice the public hearing accordingly.
VILLAGE ATTORNEY

RESOLUTION # 06-2018-37
RESOLUTION authorizing the use of the professional services of the firm of Sinnreich, Kosakoff, and Messina as additional external counsel, in regard to current litigation between the Village of Greenport and Genesys Engineering.

VILLAGE TRUSTEES

RESOLUTION # 06-2018-38
RESOLUTION scheduling a public hearing for 7:00 p.m. on July 26, 2018 at the Third Street Firehouse, Third and South Streets, Greenport, New York, 11944 regarding a proposed amendment to Chapter (103 Rental Properties) to create regulations regarding the transient or short-term rental of residential properties and units; and directing Clerk Pirillo to notice the public hearing accordingly.

VOUCHER SUMMARY

RESOLUTION # 06-2018-39
RESOLUTION approving all checks per the Voucher Summary Report dated June 25, 2018, in the total amount of $ 783,256.10 consisting of:
  o All regular checks in the amount of $ 783,256.10.

RESOLUTION # 06-2018-40
RESOLUTION approving all checks for Fiscal Year 2018/2019 per the Voucher Summary Report dated June 25, 2018, in the total amount of $ 378,965.21 consisting of:
  o All regular checks in the amount of $ 335,168.17, and
  o All prepaid checks (including wire transfers) in the amount of $ 43,797.04.
## VILLAGE OF GREENPORT

### Budget Adjustment Form

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**Total Amount:** 187,052.00
## VILLAGE OF GREENPORT
### Budget Adjustment Form

**Year:** 2018  
**Trans No.:** 3875  
**Period:** 5  
**Type:** B1 - Transfer  
**Status:** Batch  
**Trans Date:** 05/31/2018  
**User Ref:** ROBERT  
**Requested:** R. BRANDT  
**Approved:** Created by: ROBERT  
**Description:** FISCAL YEAR END 2017-2018 BUDGET TRANSFER FOR THE GENERAL FUND  
**Account # Order:** No  
**Print Parent Account:** No  
**Date Prepared:** 06/14/2018

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<th>Account No.</th>
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**Total Amount:** 0.00
# Village of Greenport

## Budget Adjustment Form

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**Trans No:** 3878  
**Period:** 5  
**Trans Date:** 05/31/2018  
**User Ref:** ROBERT

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**Total Amount:** 0.00

**Status:** 06/14/2018  
**Batch:** No

**Description:** FISCAL YEAR DEPARTMENT

**Requestor:** J. WEINGART  
**Approved:**

**Created by:** ROBERT

**Account # Order:** No  
**Print Parent Account:** No
## VILLAGE OF GREENPORT
### Budget Adjustment Form

**Year:** 2018  
**Period:** S  
**Trans Type:** B1 - Transfer  
**Status:** Batch  
**Requested:** R. BRANDT  
**Approved:** Created by: ROBERT  
**Trans Date:** 05/31/2018  
**User Ref:** ROBERT  
**06/14/2018**  

**Description:** FISCAL YEAR END 2017-2018 BUDGET TRANSFERS FOR THE ELECTRIC, WATER AND SEWER FUNDS

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<td>FICA &amp; PERMA; EMPLOYEE BENEFITS</td>
<td>3,120.00</td>
</tr>
<tr>
<td>F.0310.407</td>
<td>BILLING &amp; ACCOUNTING</td>
<td>500.00</td>
</tr>
<tr>
<td>F.8310.414</td>
<td>MISC GENERAL EXPENSE</td>
<td>36.00</td>
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<tr>
<td>F.0310.101</td>
<td>SUPERVISORY LABOR</td>
<td>506.00</td>
</tr>
<tr>
<td>F.9060.800</td>
<td>HOSPITALIZATION; EMPLOYEE BENEFITS</td>
<td>-5,796.00</td>
</tr>
<tr>
<td>G.1320.400</td>
<td>AUDITOR EXPENSE</td>
<td>1,834.00</td>
</tr>
<tr>
<td>G.8110.404</td>
<td>BILLING &amp; ACCOUNTING</td>
<td>1,625.00</td>
</tr>
<tr>
<td>G.8110.402</td>
<td>WATER SERVICE</td>
<td>2,130.00</td>
</tr>
<tr>
<td>G.8110.410</td>
<td>MISC OFFICE/TELEPHONE EXP.</td>
<td>5.00</td>
</tr>
</tbody>
</table>
# VILLAGE OF GREENPORT

## Budget Adjustment Form

<table>
<thead>
<tr>
<th>Account No.</th>
<th>Account Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>G.7852.400</td>
<td>PILOT TO GENERAL FUND.</td>
<td>3,060.00</td>
</tr>
<tr>
<td>G.1060.400</td>
<td>COMPUTER HARDWARE/SOFTWARE.</td>
<td>1,116.00</td>
</tr>
<tr>
<td>G.8110.400</td>
<td>ELECTRIC SERVICE.</td>
<td>8,100.00</td>
</tr>
<tr>
<td>G.0110.407</td>
<td>EMPLOYEE TRAINING.</td>
<td>1,230.00</td>
</tr>
<tr>
<td>G.8130.403</td>
<td>CHEMICALS.</td>
<td>5.00</td>
</tr>
<tr>
<td>G.0110.700</td>
<td>INTEREST ON LTD.</td>
<td>-12,850.00</td>
</tr>
<tr>
<td>G.9060.800</td>
<td>HOSPITALIZATION,EMPLOYEE BENEFITS</td>
<td>-6,255.00</td>
</tr>
<tr>
<td>E.0721</td>
<td>POWER PURCHASED</td>
<td>59,700.00</td>
</tr>
</tbody>
</table>

**Total Amount:** 0.00
BOARD OF TRUSTEES

VILLAGE OF GREENPORT

RESOLUTION REGARDING SEQRA
ADOPTION OF A LOCAL LAW OF 2018
AMENDING SECTION 132-57 OF THE GREENPORT VILLAGE CODE
TO CREATE TWO (2) ADDITIONAL HANDICAP PARKING SPACES
AT MANOR PLACE ON THE SIDE OF THE HOLY TRINITY CHURCH

WHEREAS the Board of Trustees of the Village of Greenport is considering for adoption
a proposed Local Law of 2018 amending Section 132-57 of the Greenport Village Code to create
two additional handicap parking spaces at Manor Place on the side of 768 Main Street the Holy
Trinity Church;

WHEREAS the Board of Trustees has properly noticed and conducted a public hearing on
the proposed Local Law of 2018; and

WHEREAS the Board of Trustees has reviewed the proposed Local Law of 2018 and
accompanying materials with respect to the required SEQRA review with respect to the adoption of
the proposed Local Law of 2018; it is therefore

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of
SEQRA with respect to the consideration and adoption of the proposed Local Law, and it is further

RESOLVED that the Board of Trustees hereby determines that the adoption of the
proposed Local Law of 2018 amending Section 132-57 of the Greenport Village Code to create two
additional handicap spaces on Manor Place on the side of 768 Main Street is an unlisted action for
purposes of SEQRA and it is further

RESOLVED that the Village of Greenport hereby determines that the adoption of the
proposed Local Law of 2018 amending Section 132-57 of the Greenport Village Code:

Will not create a material conflict with an adopted land use plan or zoning regulations; and
Will not result in a change in the use or intensity of the use of land; and
Will not impair the character or quality of the existing community; and
Will not have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area; and
Will not result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking, or walkways; and
Will not cause an increase in the use of energy or fails to incorporate reasonably available energy a conservation or renewable energy alternatives; and
Will not impact existing public or private water supplies; and
Will not impact existing public or private wastewater treatment facilities; and
Will not impair the character or quality of important historic, archaeological, architectural or aesthetic resources; and
Will not result in an adverse change to natural resources such as wetlands, waterbodies, groundwater, air quality, flora and fauna; and
Will not result in an increase in the potential for erosion, flooding or drainage problems;
and
Will not create a hazard to environmental resources or human health; and that it is therefore
RESOLVED that a Negative Declaration is hereby adopted for purposes of SEQRA.

Upon motion of Trustee _____ seconded by Trustee ____.

In Favor__________________________________________________________

Against:__________________________________________________________
Short Environmental Assessment Form  
Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency, attach additional pages as necessary to supplement any item.

### Part 1 - Project and Sponsor Information

**VILLAGE OF GREENPORT**

<table>
<thead>
<tr>
<th>Name of Action or Project:</th>
<th>ADOPTION OF A LOCAL LAW AMENDING SECTION 132-57 TO ADD TWO NEW HANDICAP SPACES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Location (describe, and attach a location map):</td>
<td>FIFTH STREET AND SIXTH STREET</td>
</tr>
<tr>
<td>Brief Description of Proposed Action:</td>
<td>ADOPTION OF A LOCAL LAW TO ADD TWO NEW HANDICAP SPACES</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Applicant or Sponsor:</th>
<th>VILLAGE OF GREENPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone:</td>
<td>631 477 1243</td>
</tr>
<tr>
<td>E-Mail:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
<th>298 THIRD STREET</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>City/PO:</th>
<th>GREENPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>State:</td>
<td>NY</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>11944</td>
</tr>
</tbody>
</table>

1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?  
   NO [ ] YES [ ]
   If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.

2. Does the proposed action require a permit, approval or funding from any other governmental Agency?  
   NO [ ] YES [ ]
   If Yes, list agency(s) name and permit or approval:

3. a. Total acreage of the site of the proposed action? | 0 acres
   b. Total acreage to be physically disturbed? | 0 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? | 0 acres

4. Check all land uses that occur on, adjoining and near the proposed action.  
   [ ] Urban  [ ] Rural (non-agriculture)  [ ] Industrial  [ ] Commercial  [ ] Residential (suburban)  
   [ ] Forest  [ ] Agriculture  [ ] Aquatic  [ ] Other (specify):

Page 1 of 3
5. Is the proposed action,  
   a. A permitted use under the zoning regulations?  
      [ ] No [ ] Yes [ ] N/A
   b. Consistent with the adopted comprehensive plan?  
      [ ] No [ ] Yes [ ] N/A

6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?
   [ ] No [ ] Yes [ ] N/A

7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?  
   If Yes, identify: ____________________________
   [ ] No [ ] Yes [ ] N/A

8. a. Will the proposed action result in a substantial increase in traffic above present levels?  
      [ ] No [ ] Yes [ ] N/A
   b. Are public transportation service(s) available at or near the site of the proposed action?  
      [ ] No [ ] Yes [ ] N/A
   c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?  
      [ ] No [ ] Yes [ ] N/A

9. Does the proposed action meet or exceed the state energy code requirements?  
   If the proposed action will exceed requirements, describe design features and technologies: ____________________________
   [ ] No [ ] Yes [ ] N/A

10. Will the proposed action connect to an existing public/private water supply?  
    If No, describe method for providing potable water: ____________________________
    [ ] No [ ] Yes [ ] N/A

11. Will the proposed action connect to existing wastewater utilities?  
    If No, describe method for providing wastewater treatment: ____________________________
    [ ] No [ ] Yes [ ] N/A

12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?  
       [ ] No [ ] Yes [ ] N/A
   b. Is the proposed action located in an archeological sensitive area?  
       [ ] No [ ] Yes [ ] N/A

13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?  
       [ ] No [ ] Yes [ ] N/A
   b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?  
       If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: ____________________________
       [ ] No [ ] Yes [ ] N/A

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:  
   [ ] Shoreline [ ] Forest [ ] Agricultural/Grasslands [ ] Early mid-successional
   [ ] Wetland [ ] Urban [ ] Suburban

15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?  
    [ ] Yes [ ] No [ ] N/A

16. Is the project site located in the 100 year flood plain?  
    [ ] Yes [ ] No [ ] N/A

17. Will the proposed action create storm water discharge, either from point or non-point sources?  
    If Yes,  
    a. Will storm water discharges flow to adjacent properties?  
       [ ] No [ ] Yes
    b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?  
       If Yes, briefly describe: ____________________________
       [ ] No [ ] Yes

Page 2 of 3
Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

<table>
<thead>
<tr>
<th></th>
<th>No, or small impact may occur</th>
<th>Moderate to large impact may occur</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?</td>
<td>✓</td>
</tr>
<tr>
<td>2.</td>
<td>Will the proposed action result in a change in the use or intensity of use of land?</td>
<td>✓</td>
</tr>
<tr>
<td>3.</td>
<td>Will the proposed action impair the character or quality of the existing community?</td>
<td>✓</td>
</tr>
<tr>
<td>4.</td>
<td>Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?</td>
<td>✓</td>
</tr>
<tr>
<td>5.</td>
<td>Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?</td>
<td>✓</td>
</tr>
<tr>
<td>6.</td>
<td>Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?</td>
<td>✓</td>
</tr>
</tbody>
</table>
| 7. | Will the proposed action impact existing:  
   a. public / private water supplies? | ✓ |   |
| 8. | b. public / private wastewater treatment utilities? | ✓ |   |
| 9. | Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources? | ✓ |   |
| 10. | Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)? | ✓ |   |
| 11. | Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems? | ✓ |   |
| 12. | Will the proposed action create a hazard to environmental resources or human health? | ✓ |   |
Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

BOARD OF TRUSTEES VILLAGE OF GREENPORT
Name of Lead Agency

JUNE 26, 2018
Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)
BOARD OF TRUSTEES
VILLAGE OF GREENPORT
NEGATIVE DECLARATION REGARDING SEQRA
FOR THE ADOPTION OF A LOCAL LAW OF 2018
AMENDING SECTION 132-57
TO CREATE TWO NEW HANDICAP PARKING SPACES

NEGATIVE DECLARATION FOR PURPOSES OF ARTICLE 8 OF THE ENVIRONMENTAL CONSERVATION LAW

ACTION:
Adoption of a local law of 2018 Amending Section 132-57 of the Greenport Village Code to create two new handicap parking spaces at Manor Place on the side of the Holy Trinity Church.

NAME AND ADDRESS OF LEAD AGENCY:
Village of Greenport, 236 Third Street, Greenport, New York 11944

NAME AND ADDRESS OF CONTACT FOR FURTHER INFORMATION:
Sylvia Pirillo, Village Clerk, 236 Third Street, Greenport, New York 11944

SEQRA CLASSIFICATION:
Unlisted

DESCRIPTION OF THE NATURE, EXTENT AND LOCATION OF THE ACTION:
Adoption of a local law of 2018 amending Section 132-57 of the Greenport Village Code to create two new handicap parking spaces on Main Street at Manor Place on the side of the Holy Trinity Church.

REASONING SUPPORTING THE DETERMINATION
The Board of Trustees determined that there is no aspect of the environment for which there will be any potential for a significant negative impact.
May 17, 2018

LOCAL LAW NO. OF THE YEAR 2018

AMENDING SECTION 132-57 OF THE GREENPORT VILLAGE CODE

TO CREATE TWO (2) ADDITIONAL HANDICAP PARKING SPACES AT

MANOR PLACE ON THE SIDE OF THE HOLY TRINITY CHURCH

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE

INCORPORATED VILLAGE OF GREENPORT AS FOLLOWS:

Section 1.0 Enactment, Effective Date, Purpose and Definitions.

1.1 Title of Local Law

1.2 Enactment.

1.3 Effective Date.

1.4 Purpose and Intent of Local Law.

2.0 General Provisions

2.1 Amendment to Section 132-57

3.0 Severability

1.1 Title.

This Local Law shall be entitled “Local Law of 2018 Amending Section 132-57 of the Greenport Village Code to Add Two (2) Additional Handicap Parking Spaces at Manor Place on the side of 768 Main Street - the Holy Trinity Church”.

1.2 Enactment.

1.3. **Effective Date.**

This Local Law shall take effect on the filing of the approved Local Law with the Secretary of State of New York, which shall be with in twenty (20) days after its approval by the Board of Trustees of the Incorporated Village of Greenport.

1.4 **Purpose and Intent of Local Law.**

The purpose and intent of this Local Law is to create two (2) additional handicap parking space to address the needs of the residents of the Village.

2.0 **General Provisions.**

2.1 The language of Section 132-57 of the Greenport Village Code regarding Handicap parking at Manor Place on the side of 768 Main Street - the Holy Trinity Church shall be amended to read as follows:

<table>
<thead>
<tr>
<th>Name of Street</th>
<th>Number of Spaces</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manor Place</td>
<td>2</td>
<td>On the side of 768 Main Street - the Holy Trinity Church</td>
</tr>
</tbody>
</table>

3.0 **Severability**

In the event that any section or portion of this Local Law or Chapter shall be deemed void or not effective, the remaining provisions of this Local Law and Chapter shall remain in full force and effect.
BOARD OF TRUSTEES
VILLAGE OF GREENPORT

RESOLUTION REGARDING SEQRA
ADOPTION OF A LOCAL LAW OF 2018
AMENDING SECTION 132-43 (SCHEDULE V)
OF THE GREENPORT VILLAGE CODE
TO ADD ADDITIONAL STOP INTERSECTIONS
ON FIFTH AND SIXTH STREETS

WHEREAS the Board of Trustees of the Village of Greenport is considering for adoption a proposed Local Law of 2018 amending Section 132-43 (Schedule V) of the Greenport Village Code to add additional stop intersections on Fifth Street and Sixth Street; and

WHEREAS the Board of Trustees has properly noticed and conducted a public hearing on the proposed Local Law of 2018; and

WHEREAS the Board of Trustees has reviewed the proposed Local Law of 2018 and accompanying materials with respect to the required SEQRA review with respect to the adoption of the proposed Local Law of 2018; it is therefore

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with respect to the consideration and adoption of the proposed Local Law, and it is further

RESOLVED that the Board of Trustees hereby determines that the adoption of the proposed Local Law of 2018 amending Section 132-43 (Schedule V) of the Greenport Village Code to create two additional stop intersections on Fifth Street and Sixth Street; and it is further

RESOLVED that the Village of Greenport hereby determines that the adoption of the proposed Local Law of 2018 amending Section 132-43 (Schedule V) of the Greenport Village Code;

Will not create a material conflict with an adopted land use plan or zoning regulations; and

Will not result in a change in the use or intensity of the use of land; and
Will not impair the character or quality of the existing community; and
Will not have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area; and
Will not result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking, or walkways; and
Will not cause an increase in the use of energy or fails to incorporate reasonably available energy a conservation or renewable energy alternatives; and
Will not impact existing public or private water supplies; and
Will not impact existing public or private wastewater treatment facilities; and
Will not impair the character or quality of important historic, archaeological, architectural or aesthetic resources; and
Will not result in an adverse change to natural resources such as wetlands, waterbodies, groundwater, air quality, flora and fauna; and
Will not result in an increase in the potential for erosion, flooding or drainage problems; and
Will not create a hazard to environmental resources or human health; and that it is therefore
RESOLVED that a Negative Declaration is hereby adopted for purposes of SEQRA.

Upon motion of Trustee _____ seconded by Trustee _____.

In Favor: __________________________

Against: __________________________
Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<table>
<thead>
<tr>
<th>Part 1 - Project and Sponsor Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>VILLAGE OF GREENPORT</td>
</tr>
<tr>
<td>Name of Action or Project:</td>
</tr>
<tr>
<td>ADOPTION OF A LOCAL LAW AMENDING SECTION 132-43 TO ADD TWO STOP INTERSECTIONS</td>
</tr>
<tr>
<td>Project Location (describe, and attach a location map):</td>
</tr>
<tr>
<td>FIFTH STREET AND SIXTH STREET</td>
</tr>
<tr>
<td>Brief Description of Proposed Action:</td>
</tr>
<tr>
<td>ADOPTION OF A LOCAL LAW TO ADD TWO NEW STOP INTERSECTIONS</td>
</tr>
</tbody>
</table>

| Name of Applicant or Sponsor: | VILLAGE OF GREENPORT |
| Telephone: 631 477 1243 | | E-Mail: |

| Address: | 236 THIRD STREET |
| City/PO: | GREENPORT |
| State: | NY |
| Zip Code: | 11944 |

1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?
   If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.
   NO YES

2. Does the proposed action require a permit, approval or funding from any other governmental Agency?
   If Yes, list agency(s) name and permit or approval:
   NO YES

3. Total acreage of the site of the proposed action?
   a. Total acreage to be physically disturbed?
   b. Total acreage (project site and any contiguous property) owned or controlled by the applicant or project sponsor?
   0 acres

4. Check all land uses that occur on, adjoining and near the proposed action.
   □ Urban
   □ Rural (non-agriculture)
   □ Industrial
   □ Commercial
   □ Residential (suburban)
   □ Forest
   □ Agriculture
   □ Aquatic
   □ Other (specify): ____________________________
   □ Parkland

Page 1 of 3
5. Is the proposed action:  
   a. A permitted use under the zoning regulations?  
      □ NO  □ YES  □ N/A
   b. Consistent with the adopted comprehensive plan?  
      □ NO  □ YES  □ N/A

6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?  
   □ NO  □ YES

7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?  
   If Yes, identify:  
   □ NO  □ YES

8. a. Will the proposed action result in a substantial increase in traffic above present levels?  
      □ NO  □ YES  □ N/A
   b. Are public transportation service(s) available at or near the site of the proposed action?  
      □ NO  □ YES  □ N/A
   c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?  
      □ NO  □ YES  □ N/A

9. Does the proposed action meet or exceed the state energy code requirements?  
   If the proposed action will exceed requirements, describe design features and technologies:  
      □ NO  □ YES

10. Will the proposed action connect to an existing public/private water supply?  
      If No, describe method for providing potable water:  
      □ NO  □ YES

11. Will the proposed action connect to existing wastewater utilities?  
      If No, describe method for providing wastewater treatment:  
      □ NO  □ YES

12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?  
       □ NO  □ YES  □ N/A
   b. Is the proposed action located in an archaeological sensitive area?  
       □ NO  □ YES  □ N/A

13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?  
       □ NO  □ YES  □ N/A
   b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?  
       If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres:  
       □ NO  □ YES  □ N/A

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:  
   □ Shoreline  □ Forest  □ Agricultural/grasslands  □ Early mid-successional  
   □ Wetland  □ Urban  □ Suburban

15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?  
   □ NO  □ YES

16. Is the project site located in the 100 year flood plain?  
   □ NO  □ YES

17. Will the proposed action create storm water discharge, either from point or non-point sources?  
   If Yes,  
   a. Will storm water discharges flow to adjacent properties?  
      □ NO  □ YES
   b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?  
      If Yes, briefly describe:  
      □ NO  □ YES
<table>
<thead>
<tr>
<th>Question</th>
<th>NO</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the proposed action include construction or other activities that</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>result in the impoundment of water or other liquids (e.g. retention</td>
<td></td>
<td></td>
</tr>
<tr>
<td>pond, waste lagoon, dam)?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Yes, explain purpose and size):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Has the site of the proposed action or an adjoining property been the</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>location of an active or closed solid waste management facility?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Yes, describe):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Has the site of the proposed action or an adjoining property been the</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>subject of remediation (ongoing or completed) for hazardous waste?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Yes, describe):</td>
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</tbody>
</table>

FIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

candidate/sponsor name: VILLAGE OF GREENPORT

date: JUNE 26, 2018
Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

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Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

BOARD OF TRUSTEES VILLAGE OF GREENPORT
Name of Lead Agency

Print or Type Name of Responsible Officer in Lead Agency

Signature of Responsible Officer in Lead Agency

JUNE 26, 2018
Date

Title of Responsible Officer

Signature of Preparer (if different from Responsible Officer)

PRINT FORM

Page 2 of 2
BOARD OF TRUSTEES

VILLAGE OF GREENPORT

NEGATIVE DECLARATION REGARDING SEQRA FOR THE ADOPTION OF A LOCAL LAW OF 2018
AMENDING SECTION 132-43 SCHEDULE V STOP INTERSECTIONS

NEGATIVE DECLARATION FOR PURPOSES OF ARTICLE 8 OF THE ENVIRONMENTAL CONSERVATION LAW

ACTION:
Adoption of a local law of 2018 Amending Section 132-43 Schedule V Stop Intersections of the Greenport Village Code to create new stop intersections on Fifth Street at the intersection of Johnson Place and on Sixth Street at the intersection of Johnson Place.

NAME AND ADDRESS OF LEAD AGENCY:
Village of Greenport, 236 Third Street, Greenport, New York 11944

NAME AND ADDRESS OF CONTACT FOR FURTHER INFORMATION:
Sylvia Pirillo, Village Clerk, 236 Third Street, Greenport, New York 11944

SEQRA CLASSIFICATION:
Unlisted

DESCRIPTION OF THE NATURE, EXTENT AND LOCATION OF THE ACTION:
Adoption of a local law of 2018 amending Section 132-43 Schedule V Stop Intersections to create new stop intersections on Fifth Street at the intersection of Johnson Place and on Sixth Street at the intersection of Johnson Place.

REASONING SUPPORTING THE DETERMINATION
The Board of Trustees determined that there is no aspect of the environment for which there will be any potential for a significant negative impact.
May 17, 2018

LOCAL LAW NO. OF THE YEAR 2018

AMENDING SECTION 132-43 (SCHEDULE V) OF THE GREENPORT VILLAGE CODE

TO CREATE ADDITIONAL STOP INTERSECTIONS ON FIFTH AND SIXTH STREETS

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE INCORPORATED VILLAGE OF GREENPORT AS FOLLOWS:

Section 1.0 Enactment, Effective Date, Purpose and Definitions.

1.1 Title of Local Law

1.2 Enactment.

1.3 Effective Date.

1.4 Purpose and Intent of Local Law.

2.0 General Provisions

2.1 Amendment to Section 132-43

3.0 Severability

1.1 Title.

This Local Law shall be entitled “Local Law of 2018 Amending Section 132-57 of the Greenport Village Code to Add Additional Stop Intersections at Fifth and Sixth Streets”.

1.2 Enactment.

Pursuant to Section 10 of the Home Rule Law and the Village Law of the State of New York, the Incorporated Village of Greenport, County of Suffolk and State of New York, hereby enacts by this Local Law of 2018, a Local Law of the Village of
Greenport.

1.3.  **Effective Date.**

This Local Law shall take effect on the filing of the approved Local Law with the Secretary of State of New York, which shall be with in twenty (20) days after its approval by the Board of Trustees of the Incorporated Village of Greenport.

1.4  **Purpose and Intent of Local Law.**

The purpose and intent of this Local Law is to create an additional handicap parking space to address the needs of the residents of the Village.

2.0  **General Provisions.**

2.1  The language of Section 132-43 (Schedule V) Stop Intersections of the Greenport Village Code shall be amended to add the following:

<table>
<thead>
<tr>
<th>Stop Sign on</th>
<th>Direction of Travel</th>
<th>At the Intersection of</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fifth Street</td>
<td>South</td>
<td>Johnson Place</td>
</tr>
<tr>
<td>Sixth Street</td>
<td>South</td>
<td>Johnson Place</td>
</tr>
</tbody>
</table>

3.0  **Severability**

In the event that any section or portion of this Local Law or Chapter shall be deemed void or not effective, the remaining provisions of this Local Law and Chapter shall remain in full force and effect.
BOARD OF TRUSTEES

VILLAGE OF GREENPORT

RESOLUTION REGARDING SEQRA
ADOPTION OF A LOCAL LAW OF 2018
AMENDING SECTION 132-45 SCHEDULE VII
OF THE GREENPORT VILLAGE CODE
TO SET A SPEED LIMIT OF 25 MPH ON FRONT AND MAIN STREETS

WHEREAS the Board of Trustees of the Village of Greenport is considering for adoption
a proposed Local Law of 2018 amending Section 132-45 Schedule VII Speed Limits of the
Greenport Village Code to set a speed limit of 25 mph on Front Street and Main Street; and

WHEREAS the Board of Trustees has properly noticed and conducted a public hearing on
the proposed Local Law of 2018; and

WHEREAS the Board of Trustees has reviewed the proposed Local Law of 2018 and
accompanying materials with respect to the required SEQRA review with respect to the adoption of
the proposed Local Law of 2018; it is therefore

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of
SEQRA with respect to the consideration and adoption of the proposed Local Law, and it is further

RESOLVED that the Board of Trustees hereby determines that the adoption of the
proposed Local Law of 2018 amending Section 132-45 Schedule VII Speed Limits of the Greenport
Village Code to set a speed limit of 25 mph on Front Street and Main Street is an unlisted action for
purposes of SEQRA and it is further

RESOLVED that the Village of Greenport hereby determines that the adoption of the
proposed Local Law of 2018 amending Section 132-45 Schedule VII Speed Limits of the Greenport
Village Code:

Will not create a material conflict with an adopted land use plan or zoning regulations; and
Will not result in a change in the use or intensity of the use of land; and

Will not impair the character or quality of the existing community; and

Will not have an impact on the environmental characteristics that caused the establishment

of a Critical Environmental Area; and

Will not result in an adverse change in the existing level of traffic or affect existing

infrastructure for mass transit, biking, or walkways; and

Will not cause an increase in the use of energy or fails to incorporate reasonably available

energy a conservation or renewable energy alternatives; and

Will not impact existing public or private water supplies; and

Will not impact existing public or private wastewater treatment facilities; and

Will not impair the character or quality of important historic, archaeological, architectural

or aesthetic resources; and

Will not result in an adverse change to natural resources such as wetlands, waterbodies,

groundwater, air quality, flora and fauna; and

Will not result in an increase in the potential for erosion, flooding or drainage problems;

and

Will not create a hazard to environmental resources or human health; and that it is

therefore

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

Upon motion of Trustee _____ seconded by Trustee _____.

In Favor______________________________

Against:_____________________________
Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

### Part 1 - Project and Sponsor Information

<table>
<thead>
<tr>
<th>Village of Greenport</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Action or Project:</td>
</tr>
<tr>
<td>Adoption of a local law amending section 13-45 to set a speed limit of 25 mph on front and main streets</td>
</tr>
<tr>
<td>Project Location (describe, and attach a location map):</td>
</tr>
<tr>
<td>Front and main streets</td>
</tr>
<tr>
<td>Brief Description of Proposed Action:</td>
</tr>
<tr>
<td>Adoption of a local law setting the speed limit on front and main streets at 25 mph</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Applicant or Sponsor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village of Greenport</td>
</tr>
<tr>
<td>Telephone: 631 477 1243</td>
</tr>
<tr>
<td>E-Mail:</td>
</tr>
<tr>
<td>Address: 236 Third Street</td>
</tr>
<tr>
<td>City/PO: Greenport</td>
</tr>
<tr>
<td>State: NY</td>
</tr>
<tr>
<td>Zip Code: 11944</td>
</tr>
</tbody>
</table>

1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?
   - Yes [✓]

2. Does the proposed action require a permit, approval or funding from any other governmental agency?
   - Yes [✓]

3. a. Total acreage of the site of the proposed action?
   - 0 acres
   - b. Total acreage to be physically disturbed?
   - 0 acres
   - c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?
   - 0 acres

4. Check all land uses that occur on, adjoining and near the proposed action.
   - [✓] Urban
   - [✓] Commercial
   - [✓] Residential (suburban)
   - [ ] Rural (non-agriculture)
   - [ ] Industrial
   - [ ] Forest
   - [ ] Agriculture
   - [ ] Aquatic
   - [ ] Other (specify): ____________________________

Page 1 of 3
5. Is the proposed action,
   a. A permitted use under the zoning regulations? 
      [ ] NO  [✓] YES  [ ] N/A
   b. Consistent with the adopted comprehensive plan?
      [ ] NO  [✓] YES  [ ] N/A

6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?
   [ ] NO  [✓] YES  [ ] N/A

7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?
   If Yes, identify: ____________________________________________
   [✓] YES  [ ] NO  [ ] N/A

8. a. Will the proposed action result in a substantial increase in traffic above present levels?
      [✓] YES  [ ] NO  [ ] N/A
   b. Are public transportation service(s) available at or near the site of the proposed action?
      [✓] YES  [ ] NO  [ ] N/A
   c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?
      [✓] YES  [ ] NO  [ ] N/A

9. Does the proposed action meet or exceed the state energy code requirements?
   If the proposed action will exceed requirements, describe design features and technologies:
   [✓] YES  [ ] NO  [ ] N/A

10. Will the proposed action connect to an existing public/private water supply?
    If No, describe method for providing potable water: ____________________________________________
    [✓] YES  [ ] NO  [ ] N/A

11. Will the proposed action connect to existing wastewater utilities?
    If No, describe method for providing wastewater treatment: ____________________________________________
    [✓] YES  [ ] NO  [ ] N/A

12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?
        [✓] YES  [ ] NO  [ ] N/A
   b. Is the proposed action located in an archeological sensitive area?
       [✓] YES  [ ] NO  [ ] N/A

13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?
        [✓] YES  [ ] NO  [ ] N/A
   b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?
      If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: ____________________________________________

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:
    [✓] Shoreline  [ ] Forest  [ ] Agricultural/grasslands  [ ] Early mid-successional
    [ ] Wetland  [ ] Urban  [✓] Suburban

15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?
    [✓] YES  [ ] NO  [ ] N/A

16. Is the project site located in the 100 year flood plain?
    [✓] YES  [ ] NO  [ ] N/A

17. Will the proposed action create storm water discharge, either from point or non-point sources?
    If Yes,
    a. Will storm water discharges flow to adjacent properties?  [ ] NO  [✓] YES
    b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?
       If Yes, briefly describe:
       [ ] NO  [✓] YES

Page 2 of 3
<table>
<thead>
<tr>
<th>Question</th>
<th>NO</th>
<th>YES</th>
</tr>
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<tbody>
<tr>
<td>Does the proposed action include construction or other activities that</td>
<td></td>
<td>✔</td>
</tr>
<tr>
<td>result in the impoundment of water or other liquids (e.g. retention pond,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>waste lagoon, dam)?</td>
<td></td>
<td></td>
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<tr>
<td>If Yes, explain purpose and size:</td>
<td></td>
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<tr>
<td>Has the site of the proposed action or an adjoining property been the</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>location of an active or closed solid waste management facility?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If Yes, describe:</td>
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<tr>
<td>subject of remediation (ongoing or completed) for hazardous waste?</td>
<td></td>
<td></td>
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<td>If Yes, describe:</td>
<td></td>
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<td>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO</td>
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<td>Applicant/sponsor name: VILLAGE OF GREENPORT</td>
<td></td>
<td></td>
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Part 2 - Impact Assessment

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Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

BOARD OF TRUSTEES VILLAGE OF GREENPORT
Name of Lead Agency

JUNE 26, 2018
Date

Print or Type Name of Responsible Officer in Lead Agency
Title of Responsible Officer

Signature of Responsible Officer in Lead Agency
Signature of Preparer (if different from Responsible Officer)
BOARD OF TRUSTEES
VILLAGE OF GREENPORT

NEGATIVE DECLARATION REGARDING SEQRA
FOR THE ADOPTION OF A LOCAL LAW OF 2018
AMENDING SECTION 132-45 SCHEDULE VII SPEED LIMITS

NEGATIVE DECLARATION FOR PURPOSES OF ARTICLE 8 OF THE ENVIRONMENTAL CONSERVATION LAW

ACTION:
Adoption of a local law of 2018 Amending Section 132-45 Schedule VII Speed Limits of the Greenport Village Code to set a speed limit of 25 mph on Front Street and Main Street.

NAME AND ADDRESS OF LEAD AGENCY:
Village of Greenport, 236 Third Street, Greenport, New York 11944

NAME AND ADDRESS OF CONTACT FOR FURTHER INFORMATION:
Sylvia Pirillo, Village Clerk, 236 Third Street, Greenport, New York 11944

SEQRA CLASSIFICATION:
Unlisted

DESCRIPTION OF THE NATURE, EXTENT AND LOCATION OF THE ACTION:
Adoption of a local law of 2018 amending Section 132-45 Schedule VII speed limits to set a speed limit of 25 mph on Front Street and Main Street.

REASONING SUPPORTING THE DETERMINATION
The Board of Trustees determined that there is no aspect of the environment for which there will be any potential for a significant negative impact.
LOCAL LAW NO. OF THE YEAR 2018

A LOCAL LAW AMENDING SECTION 132-45 SCHEDULE VII
OF THE GREENPORT VILLAGE CODE
REGARDING VILLAGE SPEED LIMITS

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE
INCORPORATED VILLAGE OF GREENPORT AS FOLLOWS:

Section 1.0 Enactment, Effective Date,
Purpose and Definitions.

1.1 Title of Local Law

1.2 Enactment.

1.3 Effective Date.

1.4 Purpose and Intent of Local Law.

2.0 General Provisions

2.1 Amendment to Section 132-45 Schedule VII Speed Regulations.

3.0 Severability.

1.1 Title.

This Local Law shall be entitled "Local Law of 2018 Amending Section 132-45
Schedule VII Speed Regulations of the Greenport Village Code.

1.2 Enactment.

Pursuant to Section 10 of the Home Rule Law and the Village Law of the State
of New York, the Incorporated Village of Greenport, County of Suffolk and State of
New York, hereby enacts by this Local Law of 2018, a Local Law of the Village of
Greenport.

1.3 Effective Date.
March 9, 2018

This Local Law shall take effect on the filing of the approved Local Law with the Secretary of State of New York, which shall be within twenty (20) days after its approval by the Board of Trustees of the Incorporated Village of Greenport.

1.4 Purpose and Intent of Local Law.

The purpose and intent of this Local Law is to adopt an area speed limit of 25 miles per hour on Front Street and Main Street in the Village of Greenport.

2.0 General Provisions.

2.1 Section 132-45 Schedule VII Speed Limits of the Greenport Village Code, is hereby amended to add the following:

<table>
<thead>
<tr>
<th>Name of Street</th>
<th>Speed Limit</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Street</td>
<td>25 mph</td>
<td>Bridge Street to Front Street</td>
</tr>
<tr>
<td>Front Street</td>
<td>25 mph</td>
<td>Main Street to Sixth Street</td>
</tr>
</tbody>
</table>

2.2 New York State Approval

In the event that New York State approval is required for a reduction of the speed limit from 30 miles per hour to 25 miles per hour on a State owned road in the Village of Greenport, then the lower speed limit of 25 miles per hour shall take effect on those State owned roads upon the approval of New York State.

3.0 Severability

In the event that one or more provisions of this local law may be deemed to be invalid, the remaining portions of the local law shall remain in full force and effect.
IMA Town of Southold and Village of Greenport
Town Pump Out Boats on Village Waterways

Intermunicipal Agreement

This Agreement ("Agreement") is between the Town of Southold ("Town"), a municipal corporation of the State of New York, having an office at 53095 Route 25, Southold, New York 11971 and the Village of Greenport, a municipal corporation of the State of New York having an office at 236 Third Street, Greenport, New York 11944.

Term of Agreement: Shall be from June 1, 2018 through October 31, 2018

Total Cost of Agreement: As provided in this Agreement

Whereas, the Town presently employs individuals to operate pump out boats in the various Southold Town Waterways; and

Whereas, the Village would like to utilize those Town Pump Out Boat Services in Village Waterways during special events, when their Village Pump Out Boat is inoperable or as other emergency need arises; and

Whereas, the Town needs to have locations available to it for the offload of effluent waste from the Town Pump Out Boat;

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

1. The Town will provide Pump Out Boat Services in Village Waterways when requested by the Village on an emergency basis and during special events in the Village from 11 a.m. until 5 p.m., upon advanced seven (7) days written notice beginning June 1, 2018 through October 31, 2018, conditioned upon the availability of the Town’s Pump Out Boat’s regular duties, and as may otherwise be agreed by the Town and the Village.

2. The pump out boat and staff thereon provided by the Town under this Agreement shall have all appropriate certifications as required and appropriate for employment as a pump out boat operator during all times that they are providing services under this Agreement.

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

4. In consideration of this agreement the Village shall waive any and all pump out boat offload fees for the Town at their Village pump station at Mitchell Marina during a period of special event service and/or emergency service. All other times the Town shall be permitted to offload, and the Village shall accept, effluent waste from the Town Trustees’ Pump Out Boat at the Village Pump
Out Station at a rate of fifty cents ($0.50) per gallon. The Mitchell Marina Dock Master or his/her designee and the Town Pump Out Boat Operator shall jointly agree on the amount of waste off loaded and shall note their records accordingly.

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

6. The Village of Greenport agrees to carry appropriate insurance coverage from claims of bodily injury, death or property damage that may arise from the performance of services under this agreement in limits of $1,000,000 and $1,000,000 aggregate liability for bodily injury and property damage. The Town shall be named as additional insured and a certificate of insurance shall be provided to the Office of the Town Clerk within 48 hours of execution of this Agreement.

7. It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

8. It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

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

Town of Southold
By: [Signature]
Hon. Scott Russell
Supervisor
Date: 11/11/18

Village of Greenport
By: [Signature]
Hon. George W. Hubbard, Jr.
Mayor
Date: ______________________
STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

On the 1st day of June, in the year 2018, before me, the undersigned, personally appeared

__________________________
JOHN A. RUSSELL

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

LAUREN M. STANDISH
Notary Public, State of New York
No. 01ST6164008
Qualified in Suffolk County
Commission Expires April 9, 2019

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
RESOLUTION
RES-2018-548

Agreement with Greenport Village - Pump-Out Station

Information
Department: Trustees
Category: Contracts, Lease & Agreements
Sponsors:
Functions: Environment, Supervisor

Body
RESOLVED that the Town Board of the Town of Southold authorizes the Town Supervisor to execute an inter-municipal agreement with the Village of Greenport regarding the supply of Town Pump Out Boat Services to the Village of Greenport during special events and times of emergency need, as well as the offload of effluent wastes for the Town Pump Out Boat at the Village of Greenport Pump Out Station for the period of June 1, 2018 to October 31, 2018, subject to approval by the Town Attorney.

Meeting History
Jun 5, 2018 7:30 PM Video Town Board Regular Meeting

RESULT: ADOPTED (UNANIMOUS)
MOVER: James Distler Jr, Councilman
SECONDER: Rich Debrair, Councilman

Discussion

Add Comment
AGREEMENT

Agreement made this day of June, 2018 by and between the Village of Greenport, with an office address of 236 Third Street, Greenport, New York 11944, (the “Village”), and DeAl Concrete Corp., a New York corporation with an office address of 606 Johnson Avenue, Suite 30, Bohemia, New York 11716, (“DEAL”) and a mailing address of P. O. Box 2038, St. James, New York 11780, regarding concrete services for Village of Greenport Fifth Street replacement of selected handicap ramps, sidewalks, curbs, and driveway aprons (the “Project”).

1. EMPLOYMENT OF DEAL CONCRETE CORP.

The Village retains and employs DeAl Concrete Corp. to act for and represent the Village in concrete construction matters involved in the performance of the Contract Work as detailed in the DeAl Concrete Corp. proposal to the Village of Greenport dated April 30, 2018 (the “Proposal”), a copy of which is annexed hereto and made part of this Agreement, and subject to the terms, conditions and stipulations as hereinafter stated and as stated in the Proposal.

2. PROJECT DESCRIPTION

The Project shall involve the provision of construction of the Village of Greenport Fifth Street replacement of selected handicap ramps, sidewalks, curbs, and driveway aprons replace as existing (the “Contract Work”).

3. SCOPE OF SERVICES

A. The Contract Work shall consist of construction services as detailed in the Proposal. Task or Change Orders or additional work authorizations with the prior approval of the Mayor, Village Administrator or Board of Trustees only, in advance of the work, may only be added, by amendment, by mutually agreed Change Orders agreed to and signed by all parties in advance. The scope of services for the additional task orders or additional work authorizations shall be detailed in the specific Task or Change Order.

B. DeAl Concrete Corp. shall perform the Contract Work specified in the Proposal in accordance with workman like standards and generally accepted practices.

4. COMPENSATION

A. The Compensation to be paid by the Village to DeAl Concrete Corp. for the performance of the Contract Work shall be the compensation as detailed in the Proposal of one hundred sixty thousand six hundred and fifteen dollars and seventy-nine cents ($160,679.79) which shall be payable to DeAl Concrete Corp. upon the satisfactory completion of all Contract Work and the submission of all required documents including
but not limited to a waiver and release of lien form and a sworn certified payroll indicating in detail that DeAI Concrete Corp. has paid all employees prevailing wage.

5. **PERIOD OF SERVICE**

DeAI Concrete Corp. shall perform the Contract Work in accordance with the Proposal attached to this Contract. DeAI Concrete Corp. shall commence the Contract Work not later than five days after the date of the mailing of the Notice to Proceed to DeAI Concrete and shall then continue on a diligent basis until completed or as provided in the Proposal and this Contract. Except for the obligations of DeAI Concrete Corp. which pursuant to this Agreement and the Proposal shall continue after the completion of the Contract Work, the Contract Work shall end on the later of the termination of this Agreement or the final payment by the Village to DeAI Concrete Corp. for the completion of the Contract Work.

6. **PAYMENT**

DeAI Concrete Corp., shall submit on DeAI Concrete Corp. standard form, statements for services performed in accordance with this Agreement and the attached Proposal. All invoices for reimbursable costs, if any, shall be taken from books of account kept by DeAI Concrete Corp. and DeAI Concrete Corp. shall maintain copies of payroll distribution, receipted bills, and other documents for the Village’s review. All requests for payments shall include a certified sworn to payroll on the form provided by the New York State Department of Labor. Payment will be on satisfactory completion of all Contract Work and the submission of all required documents by DeAI Concrete Corp. There shall be no progress payment unless specified in the Contract Documents and the Village has certified the progress of the work represented.

7. **DATA TO BE FURNISHED BY VILLAGE**

The Village shall provide DeAI Concrete Corp. with all documents, records and data in the Village’s possession or which may be available to the Village which are relevant to the Contract Work.

8. **INDEPENDENT CONTRACTOR**

DeAI Concrete Corp. represents that it has, or will secure, at its own expense, all personnel required in performing the Contract Work under this Agreement and that all such personnel shall be employees of DeAI Concrete Corp. only. Such personnel shall not be employees of, nor have any contractual relationship with the Village. DeAI Concrete Corp., consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of Village by reason of this Agreement or their work or involvement in providing the
Contract Work, to any agency or department, in any forum or review of the Project or otherwise.

9. **INSURANCE**

DeAI Concrete Corp. shall effect and maintain throughout the period of this Agreement the following insurance coverages at its own cost and expense:

- **Workers' Compensation Insurance**
  - Bodily injury each occurrence $250,000  Aggregate $500,000
  - Liability property each occurrence $1,000,000  Aggregate $1,000,000

- **Automobile Liability and General Liability Insurance**
  - each occurrence $1,000,000  aggregate $2,000,000
  - Professional Liability Insurance each occurrence $1,000,000
  - Aggregate $1,000,000

To protect itself from claims under Workers' Compensation Acts; from claims for damages because of bodily injury, including sickness, disease, or death of any of its employees; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of services caused by errors, omissions, or negligent acts for which it is legally liable. Each policy shall name the Village of Greenport as additional insured. DeAI Concrete Corp. shall provide evidence of such coverage to Village in the form of original policies or policy endorsements, not less than five days prior to the execution of this Agreement by the Village. The Village shall receive written notice of the expiration, termination or any change in the policies that are provided in accordance with this Agreement.

10. **INDEMNITY AND LIMITATION**

DeAI Concrete Corp. shall indemnify, defend, and hold harmless the Village from and against any and all claims, suits, actions, judgments, legal fees, demands, losses, costs, expenses, damages, and liability caused by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of DeAI Concrete Corp., its officers, employees, agents, or representatives in the performance of Contract Work under this Agreement.

11. **CHANGES AND EXTRA SERVICES**

A. The Village, with the prior approval of the Mayor, Village Administrator or Board of Trustees only, may make changes within the general scope of this Agreement. If DeAI Concrete Corp. is of the opinion that any proposed change represents a material modification to the scope of Contract Work contemplated to be provided under the terms of this Agreement, DeAI Concrete Corp. shall so notify Village. Any mutually agreeable change will be reflected in a change order signed by both parties which will modify this Agreement accordingly. DeAI Concrete Corp. may initiate such
notification upon identifying a condition which may change the Contract Work agreed to be provided under this Agreement.

B. Any notification by DeAl Concrete Corp. must be provided within thirty (30) days from the date of receipt by DeAl Concrete Corp. of the Village’s written notification of a proposed change.

C. The Village may request DeAl Concrete Corp. to perform extra services not covered by the Contract Work as set forth above, and DeAl Concrete Corp. shall perform such extra services and will be compensated for such extra services when they are reduced to a written mutually agreed change order signed by all parties.

D. The Village shall not be liable for payment for any extra services except upon such written notice to the Village prior to the performance of the services and the execution of a mutually agreeable change order signed by all parties.

12. **TIME FOR PERFORMANCE; DELAYS**

DeAl Concrete Corp. shall commence the performance of the Contract Work to be provided under the Agreement and the Proposal within five (5) days of the mailing or electronic transmission of the Notice to Proceed from the Village, and DeAl Concrete Corp. shall expeditiously pursue the completion of the Contract Work after that. The Village may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of the Contract Work by DeAl Concrete Corp. is delayed at any time during the contract period by causes that are beyond the reasonable control of DeAl Concrete Corp., and without the fault or negligence of DeAl Concrete Corp., the time for the performance of the Contract Work shall be equitably adjusted by mutually agreeable change order signed by all parties, to reflect the extent of such delay by mutually agreed change order only.

13. **TERMINATION**

A. This Agreement may be terminated by the Village upon fourteen (14) days written notice in the event of substantial failure by DeAl Concrete Corp., to perform in accordance with the terms of this Agreement through no fault of the terminating party.

B. Upon receipt of notice of termination from the Village, DeAl Concrete Corp. shall discontinue the Contract Work unless otherwise directed and upon final payment from the Village deliver to the Village copies of the required number of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by DeAl Concrete Corp., in the performance of the Contract Work under this Agreement, whether completed or in process.

14. **OWNERSHIP OF DOCUMENTS**
The parties hereto agree that Village shall retain possession of all drawings, specifications, and other documents when its services have been completed. The Village will be provided two (2) sets of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on this Project to be done by others, or on other projects, without the prior written consent of the Village. Such consent shall stipulate what, if any, additional compensation shall be paid to DeAl Concrete Corp. for such reuse of documents by the Village. In no event shall the receipt of such additional compensation operate as a waiver any of the Village’s rights under this Agreement.

15. SUCCESSORS AND ASSIGNS

A. DeAl Concrete Corp. shall not assign, subcontract, sell, transfer, or otherwise dispose of any of the Contract Work or any interest in this Agreement without the prior written approval of Village.

B. This Agreement shall be binding upon and inure to the benefit of the parties thereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

C. DeAl Concrete Corp. shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical of material or equipment), whether initially or as a substitute, against whom the Village may have a reasonable objection.

16. RELEASE OF LIEN

DeAl Concrete Corp. will execute and provide release of liens and guarantees of payment of any suppliers or subcontractors that may be approved by the Village prior to final payment.

17. COMPLETION, FINAL APPROVAL

Prior to approval of final payment, DeAl Concrete Corp. shall promptly, without costs to the Village, complete or correct any portions of the project work requested by the Village as specified in the Contract Documents.

18. COMPLIANCE WITH NEW YORK STATE LABOR LAW

The Contract Work is subject to the New York State Labor Law requirements for payment of prevailing wage. The project shall be registered with the New York State Department of Labor prior to the commencement of work. DeAl Concrete Corp. shall conform with all requirements of the New York State Labor Law with regarding to prevailing wage and other requirements and DeAl Concrete Corp. shall pay all employees providing services with respect to the Contract Work and provide proof thereof by sworn certified payrolls prior to payment for the Contract Work.

19. NONDISCRIMINATION; EQUAL OPPORTUNITY EMPLOYMENT
The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital/financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirements. The Village of Greenport encourages bids for public contracts and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women owned contractors and entities.

20. NONWAIVER

No failure or waiver or successive failures or waivers on the part of Village, its successors or permitted assigns, the enforcement of any condition, covenant, or article of this Agreement shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of Village, its successors or permitted assigns, to enforce the same in the event of any subsequent breaches by DeAl Concrete Corp., its successors or permitted assigns.

21. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO VILLAGE: Sylvia Lazzari Pirillo
Village Clerk
Village of Greenport
236 Third Street
Greenport, New York 11944

TO DeAl Concrete Corp.: DeAl Concrete Corp.
PO Box 2038
St. James, New York 11780

22. DISPUTES; APPLICABLE LAW

A. In the event of a dispute, the parties may on their mutual consent submit this matter for mediation or arbitration in a mutually agreed forum.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

23. EXTENT OF AGREEMENT
This Agreement and the Contract Documents represent the entire agreement between Village and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this Project and there are no agreements or understandings between the Village and DeAl Concrete Corp. which are not reflected in this Agreement and the Proposal. The terms of this Agreement may only be amended by a mutually agreed document signed by both parties.

24. **CONTRACT DOCUMENTS**

Contract Documents as referred to this this Contract shall mean this Agreement and the Estimate, referred to as the Proposal herein, dated April 30, 2018, attached hereto which shall be referred to as the Contract Documents and the terms and conditions of which shall be binding herein.

25. **SUFFOLK COUNTY DPW BID**

All Contract Work shall be performed and the prices charged to the Village therefore shall be pursuant to Suffolk County DPW Contract #5-16.6.2A1.

26. **WARRANTY**

DeAl Concrete Corp. shall procure and provide the Village with a written warranty of all Contract Work for a period of one year from the completion of the Contract Work.

In Witness Whereof, this Agreement has been executed by the Village and DEAL Concrete Corp. effective from the day and year first written above.

**VILLAGE OF GREENPORT:**

By:

______________________________

**DEAL CONCRETE CORP.**

By: ______________________________
ACKNOWLEDGEMENT OF DEAL CONCRETE CORP.

STATE OF____________________)
_______________ ss:
COUNTY OF__________________)

On this _____ day of _____________, 20___, before me personally came
______________________________ to me known, who, being by me duly sworn did depose and
say that he resides at __________________ that he is the
________________________________ of __________________ the Corporation described in and
which executed the foregoing instrument; that he knows the Seal of said Corporation; that one of
the seals affixed to said instrument is such seal; that it was so affixed by order of the Board of
Directors of said corporation and that he signed his name thereto by like order.

(SEAL)

______________________________
Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK
COUNTY OF SUFFOLK

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

(SEAL)

______________________________
Notary Public
**Deal Concrete Corp.**

**FOR:** VILLAGE OF GREENPORT  
DBAUMER@GREENPORTVILLAGE.ORG  
236 THIRD ST  
gREENPORT NY 11744

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<td>Suffolk County DPW Contract #5-16-6.2A1</td>
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| **Job:** 5th St Curbs, handicap ramps and aprons  
**Area:** (2)               |          |
| Item 203.02 Uncl. Excavation 275 CY X 60 = 40 = $16,500.00                  |          |
| Item 520.09000010 Saw Cutting Pav. 1,500 LF X 3.00 = $4,500.00                |          |
| Item 608.0101 Concrete Sidewalk & Aprons 66 CY X 750 = $49,500.00           |          |
| Item 609.0401 Concrete Curb 1,300 LF X 30.00 = $33,000.00                    |          |
| Item 608.21 Warning Units 305 Y X 450 = $13,500.00                           |          |
| Item 304.10111517 Subbase 125 CY X 60.00 = $7,500.00                        |          |
| Item 619.01 Traffic Maint. 0.07% X 124,500.00 = $8,715.00                   |          |

**Subtotal**                                                                      | $133,215.00       |
**0%**                                                                                     | $0.00            |
**Total**                                                                                   | $133,215.00       |

**Total**                                                                      | $133,215.00       |
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| INSURED | DeAl CONCRETE CORP  
|         | PO BOX 2038  
|         | ST JAMES NY 11780 |

| INSURER A | QBE Insurance Co |
| INSURER B |  |
| INSURER C | Shelterpoint Insurance |
| INSURER D |  |
| INSURER E |  |
| INSURER F |  |

| COVERAGES | CERTIFICATE NUMBER: Y | REVISION NUMBER: 
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS LISTED AS ADD'TL INSURED.

CERTIFICATE HOLDER

VILLAGE OF GREENPORT  
BUILDING DEPT.  
236 THIRD STREET  
GREENPORT, NY 11944  

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: [Signature]

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The ACORD name and logo are registered marks of ACORD
AGREEMENT

Agreement made this day of June, 2018 by and between the Village of Greenport, with an office address of 236 Third Street, Greenport, New York 11944, (the “Village”), and DeAl Concrete Corp., a New York corporation with an office address of 606 Johnson Avenue, Suite 30, Bohemia, New York 11716, (“DeAl”) and a mailing address of P. O. Box 2038, St. James, New York 11780, regarding concrete services for Village of Greenport Fifth Street Road End Drainage project 2018 (the “Project”).

1. EMPLOYMENT OF DEAL CONCRETE CORP.

The Village retains and employs DeAl Concrete Corp. to act for and represent the Village in concrete construction matters involved in the performance of the Services as detailed in the DeAl Concrete Corp. Estimate to the Village of Greenport dated May 29, 2018 (the “Proposal”), a copy of which is annexed hereto and made part of this Agreement, and subject to the terms, conditions and stipulations as hereinafter stated and as stated in the Proposal.

2. PROJECT DESCRIPTION

The Project shall involve the provision of construction of the Village of Greenport Fifth Street road end drainage the (“Contract Work”) described in the Proposal and Village of Greenport Plans DW-FS1-FS6 dated March 30, 2018 (the “Plans”), the Proposal and Plans together being the “Contract Documents”.

3. SCOPE OF SERVICES

A. The Contract Work shall consist of construction services as detailed in the proposal. Task or Change Orders or additional work authorizations with the prior approval of the Mayor, Village Administrator or Board of Trustees only, in advance of the work, may only be added by amendment by mutually agreed change orders, agreed to and signed by all parties in advance. The scope of services for the additional task orders or additional work authorizations shall be detailed in the specific Task or Change Order.

B. DeAl Concrete shall perform the Services specified in the Proposal in accordance with workman like standards and generally accepted practices.

4. COMPENSATION

A. The Compensation to be paid by the Village to DeAl Concrete Corp. for the performance of the Contract Work shall be the compensation as detailed in the Proposal of one hundred forty-four, three hundred and forty-two dollars and forty cents ($144,342.50) which shall be payable to DeAl Concrete Corp. upon the satisfactory completion of all Contract Work and the submission of all required documents including but not limited to a release of lien from and a sworn certified payroll indicating in detail that DeAl Concrete Corp. has paid all employees prevailing wage.
5. **PERIOD OF SERVICE**

DeAI Concrete Corp. shall perform the Contract Work in accordance with the Proposal attached to this Contract. The Period of Service shall commence the Contract Work not later than five days after the date of the mailing of the Notice to Proceed to DeAI Concrete and shall then continue on a diligent basis until completed or as provided in the Proposal and this Contract. Except for the obligations of DeAI Concrete Corp. which pursuant to this Agreement and the Proposal shall continue after the completion of the Concrete Work, the Contract Work shall end on the later of the termination of this Agreement or the final payment by the Village to DeAI Concrete Corp. for the completion of Contract Work.

6. **PAYMENT**

DeAI Concrete Corp. shall submit on DeAI Concrete Corp. standard form, statements for services performed in accordance with this Agreement and the attached Proposal. All invoices for reimbursable costs, if any, shall be taken from books of account kept by DeAI Concrete Corp. and DeAI Concrete Corp. shall maintain copies of payroll distribution, receipted bills, and other documents for Village’s review. All requests for payments shall include a certified sworn to payroll on the form provided by the New York State Department of Labor. Payment will be on satisfactory completion of all Concrete Work and the submission of all required documents by Contractor. There shall be no progress payment unless specified in the Contract Documents and the Village has certified the progress or the work represented.

7. **DATA TO BE FURNISHED BY VILLAGE**

The Village shall provide DeAI Concrete Corp. with all documents, records and data in the Village’s possession or which may be available to the Village which are relevant to the Services.

8. **INDEPENDENT CONTRACTOR**

DeAI Concrete Corp. represents that it has, or will secure, at its own expense, all personnel required in performing the Services under this Agreement and that all such personnel shall be employees of DeAI Concrete Corp. only. Such personnel shall not be employees of, nor have any contractual relationship with the Village. DeAI Concrete Corp., consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of Village by reason of this Agreement or their work or involvement in providing the Services, to any agency or department, in any forum or review of the Project or otherwise.
9. **INSURANCE**

DeAl Concrete Corp. shall effect and maintain throughout the period of this Agreement the following insurance coverages at its own cost and expense:

- **Workers’ Compensation Insurance**
  - Bodily injury each occurrence $250,000  Aggregate $500,000
  - Liability property each occurrence $1,000,000  Aggregate $1,000,000
- **Automobile Liability and General Liability Insurance**
  - each occurrence $1,000,000  aggregate $2,000,000
- **Professional Liability Insurance**
  - each occurrence $1,000,000  Aggregate $1,000,000

To protect itself from claims under Workers’ Compensation Acts; from claims for damages because of bodily injury, including sickness, disease, or death of any of its employees; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of professional services caused by errors, omissions, or negligent acts for which it is legally liable. Each policy shall name the Village of Greenport as additional insured. DeAl Concrete Corp. shall provide evidence of such coverage to Village in the form of original policies or policy endorsements, not less than five days prior to the execution of this Agreement by the Village. The Village shall receive written notice of the expiration, termination or any change in the policies that are provided in accordance with this Agreement.

10. **INDEMNITY AND LIMITATION**

DeAl Concrete Corp. shall indemnify, defend, and hold harmless the Village from and against any and all claims, suits, actions, judgments, legal fees, demands, losses, costs, expenses, damages, and liability caused by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of DeAl Concrete Corp., its officers, employees, agents, or representatives in the performance of the Contract Work under this Agreement.

11. **CHANGES AND EXTRA SERVICES**

A. The Village, with the prior approval of the Mayor, Village Administrator or Board of Trustees only, may make changes within the general scope of this Agreement. If DeAl Concrete Corp. is of the opinion that any proposed change represents a material modification to the scope of services contemplated to be provided under the terms of this Agreement, DeAl Concrete Corp. shall so notify Village. Any mutually agreeable change will be reflected in a change order signed by both parties which will modify this Agreement accordingly. DeAl Concrete Corp. may initiate such notification upon identifying a condition which may change the Contract Work agreed to under this Agreement.
B. Any notification by DeAl Concrete Corp. must be provided within thirty (30) days from the date of receipt by DeAl Concrete Corp. of the Village’s written notification of a proposed change.

C. The Village may request DeAl Concrete Corp. to perform extra services not covered by the Scope of Services as set forth above, and DeAl Concrete Corp. shall perform such extra services and will be compensated for such extra services when they are reduced to a written mutually agreed Change Order signed by all parties.

D. The Village shall not be liable for payment for any extra services except upon such written notice to the Village prior to the performance of the services and the execution of a mutually agreeable Change Order signed by all parties.

12. **TIME FOR PERFORMANCE; DELAYS**

DeAl Concrete Corp. shall commence the performance of the Contract Work to be provided under the Agreement and the Proposal within five (5) days of the mailing or electronic transmission of the Notice to Proceed from the Village, and DeAl Concrete Corp. shall expeditiously pursue the completion of the Services after that. The Village may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of the services by DeAl Concrete Corp. is delayed at any time during the contract period by causes that are beyond the reasonable control of DeAl Concrete Corp., and without the fault or negligence of DeAl Concrete Corp., the time for the performance of the Contract Work shall be equitably adjusted by mutually agreeable change order signed by all parties, to reflect the extent of such delay by mutually agreed change order only.

13. **TERMINATION**

A. This Agreement may be terminated by the Village upon fourteen (14) days written notice in the event of substantial failure by DeAl Concrete Corp., to perform in accordance with the terms of this Agreement through no fault of the terminating party.

B. Upon receipt of notice of termination from the Village, DeAl Concrete Corp. shall discontinue the Contract Work unless otherwise directed and upon final payment from the Village deliver to the Village copies of the required number of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by DeAl Concrete Corp., in the performance of the Contract Work under this Agreement, whether completed or in process.

14. **OWNERSHIP OF DOCUMENTS**

The parties hereto agree that Village shall retain possession of all drawings, specifications, and other documents when its services have been completed. The Village will be provided two (2) sets of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on this
Project to be done by others, or on other projects, without the prior written consent of the Village. Such consent shall stipulate what, if any, additional compensation shall be paid to DeAl Concrete Corp. for such reuse of documents by the Village. In no event shall the receipt of such additional compensation operate as a waiver of any of the Village’s rights under this Agreement.

15. **SUCCESSORS AND Assigns**

A. Deal Concrete Corp. shall not assign, subcontract, sell, transfer, or otherwise dispose of any of the Contract Work or any interest in this Agreement without the prior written approval of Village.

B. This Agreement shall be binding upon and inure to the benefit of the parties thereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

C. Deal Concrete Corp. shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical of material or equipment), whether initially or as a substitute, against whom the Village may have a reasonable objection.

16. **RELEASE OF LIEN**

Deal Concrete Corp. will execute and provide release of liens and guarantees of payment of any suppliers or subcontractors that may be approved by the Village prior to final payment.

17. **COMPLETION, FINAL APPROVAL**

Prior to approval of final payment, Deal Concrete Corp. shall promptly, without costs to the Village, complete or correct any portions of the project work requested by the Village as specified in the Contract Document.

18. **COMPLIANCE WITH NEW YORK STATE LABOR LAW**

The Contract Work is subject to the New York State Labor Law requirements for payment of prevailing wage. The project shall be registered with the New York State Department of Labor prior to the commencement of work. DeAl Concrete Corp. shall conform with all requirements of the New York State Labor Law with regarding to prevailing wage and other requirements and DeAl Concrete Corp. shall pay all employees providing services with respect to the Contract Work and provide proof thereof by sworn certified payrolls prior to payment for the Contract Work.

19. **Nondiscrimination; Equal Opportunity Employment**

The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital/financial status, military status, religion, sex, sexual orientation, age or national
origin with respect to employment or any employment related matter; and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirements. The Village of Greenport encourages bids for public contracts and public contracts with the Village of Greenport and subcontractors of those contracts by minority and women owned contractors and entities.

20. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of Village, its successors or permitted assigns, the enforcement of any condition, covenant, or article of this Agreement shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of Village, its successors or permitted assigns, to enforce the same in the event of any subsequent breaches by DeAl Concrete Corp., its successors or permitted assigns.

21. **NOTIFICATION**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

**TO VILLAGE:**
Sylvia Lazzari Pirillo  
Village Clerk  
Village of Greenport  
236 Third Street  
Greenport, New York 11944

**TO DEAL Concrete Corp.:**  
DeAl Concrete Corp.  
PO Box 2038  
St. James, New York 11780

22. **DISPUTES: APPLICABLE LAW**

A. In the event of a dispute, the parties may on their mutual consent submit this matter for mediation or arbitration in a mutually agreed forum.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

23. **EXTENT OF AGREEMENT**

This Agreement and the Contract Documents represent the entire agreement between Village and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this Project and there are no agreements or understandings between the Village and DeAl Concrete Corp. which are not reflected in this Agreement and the Proposal. This
terms of this Agreement may only be amended by a mutually agreed document signed by both parties.

24. **CONTRACT DOCUMENTS**

Contract Documents as referred to this Contract shall mean this Agreement and the Estimate, referred to as the Proposal herein, dated May 29, 2018, attached hereto, and the Plans, which shall be referred to as the Contract Documents and the terms and conditions of which shall be binding herein.

25. **SUFFOLK COUNTY DPW BID**

All Contract Work shall be performed and the prices charged to the Village therefore shall be pursuant to Suffolk County DPW Contract #5-16.6.2A1.

26. **WARRANTY**

DeAl Concrete Corp. shall procure and provide the Village with a written warranty of all Contract Work for a period of one year from the completion of the Contract Work.

In Witness Whereof, this Agreement has been executed by the Village and DeAl Concrete Corp. effective from the day and year first written above.

**VILLAGE OF GREENPORT:**

By: __________________________

**DEAL CONCRETE CORP.**

By: _________________________
ACKNOWLEDGEMENT OF DEAL CONCERTE CORP.

STATE OF _____________
COUNTY OF ___________

On this ___ day of _____________, 20___, before me personally came
________________________ to me known, who, being by me duly sworn did depose and
say that he resides at ____________________________ that he is the
________________________ of __________________ the Corporation described in and
which executed the foregoing instrument; that he knows the Seal of said Corporation; that one of
the seals affixed to said instrument is such seal; that it was so affixed by order of the Board of
Directors of said corporation and that he signed his name thereto by like order.

(SEAL)

________________________
Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK
COUNTY OF SUFFOLK

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

(SEAL)

________________________
Notary Public
De Al Concrete Corp.
R.O. B ox 2038
St James NY, 11780
631-319-6117

For: VILLAGE OF GREENPORT
DBAUMER@GREENPORTVILLAGE.ORG
236 THIRD ST
GREENPORT NY 11944

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>SUFFOLK COUNTY DPW CONTRACT #S-16.6.2A1 Job: FIFTH STREET ROAD END DRAINAGE</td>
<td>$134,264.50</td>
</tr>
<tr>
<td>ITEM 206.0201 CY TRENCH &amp; CULVERT EXC. 65 CY X 90.00 = $5,850.00</td>
<td></td>
</tr>
<tr>
<td>ITEM 603.90101994 LF PLOYPVINYL PIPE 182 LF X 150 = $24,300.00</td>
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<tr>
<td>ITEM 604.5010111 LF SPECIAL DRAINAGE STRUCTURE 54 LF X 1,800 = $47,200.00</td>
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<tr>
<td>ITEM 619.01 TRAFFIC CONTROL 07% X 127.350.00 = $8,914.50</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td>$134,264.50</td>
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<tr>
<td><strong>0%</strong></td>
<td>$0.00</td>
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<tr>
<td><strong>Total</strong></td>
<td>$134,264.50</td>
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</table>

**Total** $136,264.50
# Certificate of Liability Insurance

**DATE (MM/DD/YYYY): 09/18/2018**

**Producer:**
- **Name:** Takach & Associates, Inc.
- **Address:** 112 Terry Road, Smithtown NY 11787

**Insured:**
- **Name:** DeAI Concrete Corp
  - **Address:** PO Box 2038, ST James NY 11780

**Insurers: Affording Coverage:**
- **Naic #:**
  - **Insurer A:** QBE Insurance Co
  - **Insurer B:**
  - **Insurer C:** Shelterpoint Insurance
  - **Insurer D:**
  - **Insurer E:**
  - **Insurer F:**

## Coverages

<table>
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<tr>
<th>Type of Insurance</th>
<th>Additional Sub Limit</th>
<th>Policy Number</th>
<th>Policy Eff Date</th>
<th>Policy Exp Date</th>
<th>Limits</th>
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<tbody>
<tr>
<td><strong>A</strong> Commercial General Liability</td>
<td>Y</td>
<td>CCI 1342737</td>
<td>06/17/2018</td>
<td>06/17/2019</td>
<td>Each Occurrence: $1,000,000, Premises (Eq occurrence): $100,000, Med Exp (Any one person): $5,000, Personal &amp; Adv Injury: $1,000,000, General Aggregate: $2,000,000, Products/Completed Op: $2,000,000</td>
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**A** Automobile Liability

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<tr>
<th>Type of Insurance</th>
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<th>Policy Eff Date</th>
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<th>Limits</th>
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<tr>
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<td>Y</td>
<td>CDA 135114300</td>
<td>06/17/2018</td>
<td>06/17/2019</td>
<td>Each Occurrence: $1,000,000, Premises (Eq occurrence): $100,000, Med Exp (Any one person): $5,000, Personal &amp; Adv Injury: $1,000,000, General Aggregate: $2,000,000, Products/Completed Op: $2,000,000</td>
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**A** Umbrella Liability

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<th>Type of Insurance</th>
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<th>Policy Number</th>
<th>Policy Eff Date</th>
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<td>06/17/2018</td>
<td>06/17/2019</td>
<td>Each Occurrence: $1,000,000, Aggregation: $5,000</td>
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**A** Workers Compensation and Employers' Liability

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<th>Policy Number</th>
<th>Policy Eff Date</th>
<th>Policy Exp Date</th>
<th>Limits</th>
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<td>Y</td>
<td>DBL495966</td>
<td>06/23/2018</td>
<td>06/23/2019</td>
<td>Statutory Coverage</td>
</tr>
</tbody>
</table>

## Description of Operations / Locations / Vehicles

**Certificate Holder is Listed as Addtl. Insured.**

**Certificate Holder: Village of Greenport**
- **Address:** Building Dept., 236 Third Street, Greenport, NY 11944

**Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

**Authorized Representative:**

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.
AGREEMENT

Agreement made this day of June, 2018 by and between the Village of Greenport, with an office address of 236 Third Street, Greenport, New York 11944, (the “Village”), and DeAl Concrete Corp., a New York corporation with an office address of 606 Johnson Avenue, Suite 30, Bohemia, New York 11716, (“DeAl”) and a mailing address of P. O. Box 2038, St. James, New York 11780, regarding concrete services for Village of Greenport Wiggins Street Concrete Culvert Replacement (the “Project”).

1. EMPLOYMENT OF DEAL CONCRETE CORP.

The Village retains and employs DeAl Concrete Corp. to act for and represent the Village in concrete construction matters involved in the performance of the Services as detailed in the DeAl Concrete Corp. Estimate to the Village of Greenport dated May 10, 2018 (the “Proposal”), a copy of which is annexed hereto and made part of this Agreement, and subject to the terms, conditions and stipulations as hereinafter stated and as stated in the Proposal.

2. PROJECT DESCRIPTION

The Project shall involve the provision of construction of the Village of Greenport Wiggins Street Concrete Culvert Replacement replace as existing (the “Contract Work”).

3. SCOPE OF SERVICES

A. The Contract Work shall consist of construction services as detailed in the Proposal. Task or Change Orders or additional work authorizations with the prior approval of the Mayor, Village Administrator or Board of Trustees only, in advance of the work, may only be added, by amendment by mutually agreed Change Orders agreed to and signed by all parties in advance. The scope of services for the additional Task or Change Orders or additional work authorizations shall be detailed in the specific Task or Change Order.

B. DeAl Concrete Corp. shall perform the Contract Work specified in the Proposal in accordance with workman like standards and generally accepted practices.

4. COMPENSATION

A. The Compensation to be paid by the Village to DeAl Concrete Corp. for the performance of the Contract Work shall be the compensation as detailed in the Proposal of twenty-one thousand dollars ($21,000.00) payable to DeAl Concrete Corp. upon the satisfactory completion of all Contract Work and the submission of all required documents including but not limited to a waiver and release of lien form and a sworn certified payroll indicating in detail that DeAl Concrete Corp. has paid all employees prevailing wage.
5. **PERIOD OF SERVICE**

DeAl Concrete Corp. shall perform the Contract Work in accordance with the Proposal attached to this Contract. DeAl Concrete Corp. shall commence the Contract Work not later than five days after the date of the mailing of the Notice to Proceed to DeAl Concrete Corp. and shall then continue on a diligent basis until completed or as provided in the Proposal and this Contract. Except for the obligations of DeAl Concrete Corp. which pursuant to this Agreement and the Proposal shall continue after the completion of the Services, the Contract Work shall end on the later of the termination of this Agreement or the final payment by the Village of Greenport to DeAl Concrete Corp. for the completion of the Contract Work.

6. **PAYMENT**

DeAl Concrete Corp. shall submit on DeAl Concrete Corp. standard form, statements for services performed in accordance with this Agreement and the attached Proposal. All invoices for reimbursable costs, if any, shall be taken from books of account kept by DeAl Concrete Corp. and DeAl Concrete Corp. shall maintain copies of payroll distribution, receipted bills, and other documents for the Village’s review. All requests for payments shall include a certified sworn to payroll on the form provided by the New York State Department of Labor. Payment will be on satisfactory completion of all Contract Work and the submission of all required documents by DeAl Concrete Corp. There shall be no progress payment unless specified in the Contract Documents and the Village has certified the progress or the work represented.

7. **DATA TO BE FURNISHED BY VILLAGE**

The Village shall provide DeAl Concrete Corp. with all documents, records and data in the Village’s possession or which may be available to the Village which are relevant to the Contract Work.

8. **INDEPENDENT CONTRACTOR**

DeAl Concrete Corp. represents that it has, or will secure, at its own expense, all personnel required in performing the Services under this Agreement and that all such personnel shall be employees of DeAl Concrete Corp. only. Such personnel shall not be employees of, nor have any contractual relationship with the Village. DeAl Concrete Corp. consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of the Village by reason of this Agreement or their work or involvement in providing the Services, to any agency or department, in any forum or review of the Project or otherwise.
9. **INSURANCE**

DeAl Concrete Corp. shall effect and maintain throughout the period of this Agreement the following insurance coverages at its own cost and expense:

- **Workers’ Compensation Insurance**
  - Bodily injury each occurrence $250,000 Aggregate $500,000
  - Liability property each occurrence $1,000,000 Aggregate $1,000,000

- **Automobile Liability and General Liability Insurance**
  - Each occurrence $1,000,000 Aggregate $2,000,000

- **Professional Liability Insurance**
  - Each occurrence $1,000,000 Aggregate $1,000,000

to protect itself from claims under Workers’ Compensation Acts; from claims for damages because of bodily injury, including sickness, disease, or death of any of its employees; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of professional services caused by errors, omissions, or negligent acts for which it is legally liable. Each policy shall name the Village of Greenport as additional insured. DeAl Concrete Corp. shall provide evidence of such coverage to the Village in the form of original policies or policy endorsements, not less than five days prior to the execution of this Agreement by the Village. The Village shall receive written notice of the expiration, termination or any change in the policies that are provided in accordance with this Agreement.

10. **INDEMNITY AND LIMITATION**

DeAl Concrete Corp. shall indemnify, defend, and hold harmless the Village from and against any and all claims, suits, actions, judgments, legal fees, demands, losses, costs, expenses, damages, and liability caused by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of DeAl Concrete Corp., its officers, employees, agents, or representatives in the performance of Services under this Agreement.

11. **CHANGES AND EXTRA SERVICES**

A. The Village, with the prior approval of the Mayor, Village Administrator or Board of Trustees only, may make changes within the general scope of this Agreement. If DeAl Concrete Corp. is of the opinion that any proposed change represents a material modification to the scope of the Contract Work contemplated to be provided under the terms of this Agreement, DeAl Concrete Corp. shall so notify Village. Any mutually agreeable change will be reflected in a Change Order signed by both parties which will modify this Agreement accordingly. DeAl Concrete Corp. may initiate
such notification upon identifying a condition which may change the Contract Work agreed to be provided under this Agreement.

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C. The Village may request DeAl Concrete Corp. to perform extra services not covered by the Contract Work as set forth above, and DeAl Concrete Corp. shall perform such extra services and will be compensated for such extra services when they are reduced to a written mutually agreed change order signed by all parties.

D. The Village shall not be liable for payment for any extra services except upon such written notice to the Village prior to the performance of the services and the execution of a mutually agreeable Change Order signed by all parties.

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A. This Agreement may be terminated by the Village upon fourteen (14) days written notice in the event of substantial failure by DeAl Concrete Corp., to perform in accordance with the terms of this Agreement through no fault of the terminating party.

B. Upon receipt of notice of termination from the Village, DeAl Concrete Corp. shall discontinue the Contract Work unless otherwise directed and upon final payment from the Village deliver to the Village copies of the required number of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by DeAl Concrete Corp., in the performance of the Contract Work under this Agreement, whether completed or in process.
14. **OWNERSHIP OF DOCUMENTS**

The parties hereto agree that Village shall retain possession of all drawings, specifications, and other documents when its services have been completed. The Village will be provided two (2) sets of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on this Project to be done by others, or on other projects, without the prior written consent of the Village. Such consent shall stipulate whether, if any, additional compensation shall be paid to DeAl Concrete Corp. for such reuse of documents by the Village. In no event shall the receipt of such additional compensation operate as a waiver of any of the Village’s rights under this Agreement.

15. **SUCCESSORS AND ASSIGNS**

A. DeAl Concrete Corp. shall not assign, subcontract, sell, transfer, or otherwise dispose of any of the Contract Work or any interest in this Agreement without the prior written approval of Village.

B. This Agreement shall be binding upon and inure to the benefit of the parties thereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

C. DeAl Concrete Corp. shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical of material or equipment), whether initially or as a substitute, against whom the Village may have a reasonable objection.

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DeAl Concrete Corp. will execute and provide release of liens and guarantees of payment of any suppliers or subcontractors that may be approved by the Village prior to final payment.

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Prior to approval of final payment, DeAl Concrete Corp. shall promptly, without costs to the Village, complete or correct any portions of the project work requested by the Village as specified in the Contract Documents.

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The Contract Work is subject to the New York State Labor Law requirements for payment of prevailing wage. The project shall be registered with the New York State Department of Labor prior to the commencement of work. DeAl Concrete Corp. shall conform with all requirements of the New York State Labor Law with regard to prevailing wage and other requirements and DeAl Concrete Corp. shall pay all employees providing services with respect to the Contract Work and provide proof thereof by sworn certified payrolls prior to payment for the Contract Work.
19. **NONDISCRIMINATION; EQUAL OPPORTUNITY EMPLOYMENT**

The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital/financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirements. The Village of Greenport encourages bids for public contracts and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women owned contractors and entities.

20. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of Village, its successors or permitted assigns, the enforcement of any condition, covenant, or article of this Agreement shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of Village, its successors or permitted assigns, to enforce the same in the event of any subsequent breaches by DeAl Concrete Corp., its successors or permitted assigns.

21. **NOTIFICATION**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

**TO VILLAGE:**
Sylvia Lazzari Pirillo  
Village Clerk  
Village of Greenport  
236 Third Street  
Greenport, New York 11944

**TO DeAl Concrete Corp.:**
DeAl Concrete Corp.  
PO Box 2038  
St. James, New York 11780

22. **DISPUTES: APPLICABLE LAW**

A. In the event of a dispute, the parties may on their mutual consent submit this matter for mediation or arbitration in a mutually agreed forum.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
23. **EXTENT OF AGREEMENT**

This Agreement and the Contract Documents represent the entire agreement between Village and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this Project and there are no agreements or understandings between the Village and DeAl Concrete Corp. which are not reflected in this Agreement and the Proposal. The terms of this Agreement may only be amended by a mutually agreed document signed by both parties.

24. **CONTRACT DOCUMENTS**

Contract Documents as referred to this this Contract shall mean this Agreement and the Estimate, referred to as the Proposal herein, dated May 10, 2018, attached herein which shall be referred to as the Contract Documents and the terms and conditions of which shall be binding herein.

25. **SUFFOLK COUNTY DPW BID**

All Contract Work shall be performed and the prices charged to the Village therefore shall be pursuant to Suffolk County DPW Contract #5-16.6.2A1.

26. **WARRANTY**

DeAl Concrete Corp. shall procure and provide the Village with a written warranty of all Contract Work for a period of one year from the completion of the Contract Work.

In Witness Whereof, this Agreement has been executed by the Village and DeAl Concrete Corp. effective from the day and year first written above.

VILLAGE OF GREENPORT:

By: ___________________________

DEAL CONCRETE CORP.

BY: ___________________________
ACKNOWLEDGEMENT OF DEAL CONCRETE CORP.

STATE OF

COUNTY OF

)ss:

On this _____ day of _____________, 20___, before me personally came ________________ to me known, who, being by me duly sworn did depose and say that he resides at ______________________ that he is the ______________________ of ________________ the Corporation described in and which executed the foregoing instrument; that he knows the Seal of said Corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

(SEAL)

________________________
Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK

COUNTY OF SUFFOLK

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

(SEAL)

________________________
Notary Public
**DeAl Concrete Corp.**  
P.O. Box 2038  
St James NY, 11780  
631-519-6117

For: VILLAGE OF GREENPORT  
DBAUMER@GREENPORTVILLAGE.ORG  
234 THIRD ST  
GREENPORT NY 11744

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>SCDPW CONTRACT #5-16-6-2A1 JOB: CONCRETE CULVERT AT WIGGINS STREET</td>
<td>$21,000.00</td>
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<tr>
<td>REMOVE &amp; REPLACE CONCRETE ARCH CULVERT APROX 60&quot;X6&quot; 8&quot; ON CENTER</td>
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<td>ITEM 697.05 DC FIELD CHANGE PAYMENT (1) $21,000.00</td>
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Subtotal: $21,000.00

Total: $21,000.00
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Takach & Associates, Inc.
112 Terry Road
Smithtown NY 11787

**INSURED**
DeAI CONCRETE CORP
PO BOX 2038
ST JAMES NY 11780

**INSURER(S) AFFORDING COVERAGE**
- INSURER A: QBE Insurance Co
- INSURER B:
- INSURER C: Shelterpoint Insurance
- INSURER D:
- INSURER E:
- INSURER F:

**COVERAGES**

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</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

ACORD 101, Additional Remarks Schedule, may be attached if more space is required.

**CERTIFICATE HOLDER IS LISTED AS ADD’L INSURED.**

**CERTIFICATE HOLDER**
VILLAGE OF GREENPORT
BUILDING DEPT.
236 THIRD STREET
GREENPORT, NY 11944

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:

© 1998-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.
AGREEMENT

Agreement made this day of June, 2018 by and between the Village of Greenport, with an office address of 236 Third Street, Greenport, New York 11944, (the “Village”), and Costello Marine Contracting Corporation, a New York corporation with an office address of 423 Fifth Street, Greenport, New York 11944, (“Costello”) and a mailing address of P. O. Box 2124, Greenport, New York 11944, regarding the Repairs to “A” Floating Dock at the Mitchell Marina (the “Project”).

1. EMPLOYMENT OF COSTELLO MARINE CONTRACTING CORPORATION

The Village retains and employs Costello to act for and represent the Village in concrete construction matters involved in the performance of the Services as detailed in the Costello Letter Proposal to the Village of Greenport dated June 5, 2018, (the “Proposal”), a copy of which is annexed hereto and made part of this Agreement, and subject to the terms, conditions and stipulations as hereinafter stated and as stated in the Proposal.

2. PROJECT DESCRIPTION

The Project shall involve the labor and materials necessary for the Repairs to “A” Dock Float (the “Contract Work”).

3. SCOPE OF SERVICES

A. The Contract Work shall consist of labor in the amount of $7,500 as detailed in the Proposal and an expected cost for materials of approximately $ 926 which shall be advanced by the Contractor and reimbursed to the Contractor by the Village as part of the Compensation. Task or Change Orders or additional work authorizations may only be added, by amendment by mutually agreed Change Orders agreed to in advance by either the Village Administrator or Mayor, and signed by all parties in advance. The scope of services for the additional Task or Change Orders or additional work authorizations shall be detailed in the specific Task or Change Order.

B. Costello shall perform the Contract Work specified in the Proposal in accordance with workman like standards and generally accepted practices.

4. COMPENSATION

A. The Compensation to be paid by the Village to Costello for the performance of the Contract Work shall be the compensation as detailed in the Proposal of seven thousand five hundred dollars (7,500), plus reimbursement for materials, payable to Costello upon the satisfactory completion of all Contract Work and the submission of all required documents including but not limited to a waiver and release of
lien form and a sworn certified payroll indicating in detail that Costello has paid all employees prevailing wage.

5. **PERIOD OF SERVICE**

Costello shall perform the Contract Work in accordance with the Proposal attached to this Contract and supply the required materials. Costello shall commence the Contract Work not later than five days after the date of the mailing of the Notice to Proceed to Costello and shall then continue on a diligent basis until completed or as provided in the Proposal and this Contract. Except for the obligations of Costello which pursuant to this Agreement and the Proposal shall continue after the completion of the Services, the Contract Work shall end on the later of the termination of this Agreement or the final payment by the Village of Greenport to Costello for the completion of the Contract Work.

6. **PAYMENT**

Costello shall submit on Costello standard form, statements for services performed in accordance with this Agreement and the attached Proposal. All invoices for reimbursable costs, if any, shall be taken from books of account kept by Costello and Costello shall maintain copies of payroll distribution, receipted bills, and other documents for the Village’s review. All requests for payments shall include a certified sworn to payroll on the form provided by the New York State Department of Labor. Payment will be on satisfactory completion of all Contract Work and the submission of all required documents by Costello. There shall be no progress payment unless specified in the Contract Documents and the Village has certified the progress or the work represented.

7. **DATA TO BE FURNISHED BY VILLAGE**

The Village shall provide Costello with all documents, records and data in the Village’s possession or which may be available to the Village which are relevant to the Contract Work.

8. **INDEPENDENT CONTRACTOR**

Costello represents that it has, or will secure, at its own expense, all personnel required in performing the Services under this Agreement and that all such personnel shall be employees of Costello only. Such personnel shall not be employees of, nor have any contractual relationship with the Village. Costello, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of the Village by reason of this Agreement or their work or involvement in providing the Services, to any agency or department, in any forum or review of the Project or otherwise.
9. **INSURANCE**

Costello shall effect and maintain throughout the period of this Agreement the following insurance coverages at its own cost and expense:

Workers’ Compensation Insurance
- Bodily injury each occurrence $ 250,000  Aggregate $ 500,000
- Liability property each occurrence $ 1,000,000  Aggregate $ 1,000,000

Automobile Liability and General Liability Insurance
- each occurrence $1,000,000 aggregate $2,000,000
- Professional Liability Insurance each occurrence $ 1,000,000
  Aggregate $1,000,000

To protect itself from claims under Workers’ Compensation Acts; from claims for damages because of bodily injury, including sickness, disease, or death of any of its employees; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of professional services caused by errors, omissions, or negligent acts for which it is legally liable. Each policy shall name the Village of Greenport as additional insured. Costello shall provide evidence of such coverage to the Village in the form of original policies or policy endorsements, not less than five days prior to the execution of this Agreement by the Village. The Village shall receive written notice of the expiration, termination or any change in the policies that are provided in accordance with this Agreement.

10. **INDEMNITY AND LIMITATION**

Costello shall indemnify, defend, and hold harmless the Village from and against any and all claims, suits, actions, judgments, legal fees, demands, losses, costs, expenses, damages, and liability caused by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of Costello, its officers, employees, agents, or representatives in the performance of Services under this Agreement.

11. **CHANGES AND EXTRA SERVICES**

A. The Village may make changes within the general scope of this Agreement. If Costello is of the opinion that any proposed change represents a material modification to the scope of the Contract Work contemplated to be provided under the terms of this Agreement, Costello shall so notify Village. Any mutually agreeable change will be reflected in a Change Order signed by both parties which will modify this Agreement accordingly. Costello may initiate such notification upon identifying a condition which may change the Contract Work agreed to be provided under this Agreement.

B. Any notification by Costello must be provided within thirty (30) days from the date of receipt by Costello of the Village’s written notification of a proposed change.
C. The Village, by the Village Administrator, Mayor or Village Board only, may request Costello to perform extra services not covered by the Contract Work as set forth above, and Costello shall perform such extra services and will be compensated for such extra services when they are reduced to a written mutually agreed change order signed by all parties.

D. The Village shall not be liable for payment for any extra services except upon such written notice to the Village prior to the performance of the services and the execution of a mutually agreeable and duly authorized Change Order signed by all parties.

12. **TIME FOR PERFORMANCE; DELAYS**

Costello shall commence the performance of the Contract Work to be provided under the Agreement and the Proposal within five (5) days of the mailing or electronic transmission of the Notice to Proceed from the Village, and Costello shall expeditiously pursue the completion of the Services after that. The Village may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of the services by Costello is delayed at any time during the contract period by causes that are beyond the reasonable control of Costello, and without the fault or negligence of Costello, the time for the performance of the Contract Work shall be equitably adjusted by mutually agreeable change order signed by all parties, to reflect the extent of such delay by mutually agreed Change Order only.

13. **TERMINATION**

A. This Agreement may be terminated by the Village upon fourteen (14) days written notice in the event of substantial failure by Costello, to perform in accordance with the terms of this Agreement through no fault of the terminating party.

B. Upon receipt of notice of termination from the Village, Costello shall discontinue the Contract Work unless otherwise directed and upon final payment from the Village deliver to the Village copies of the required number of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by Costello, in the performance of the Contract Work under this Agreement, whether completed or in process.

14. **OWNERSHIP OF DOCUMENTS**

The parties hereto agree that Village shall retain possession of all drawings, specifications, and other documents when its services have been completed. The Village will be provided two (2) sets of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on this Project to be done by others, or on other projects, without the prior written consent of the Village. Such consent shall stipulate what, if any, additional compensation shall be paid.
to Costello for such reuse of documents by the Village. In no event shall the receipt of such additional compensation operate as a waiver of any of the Village’s rights under this Agreement.

15. **SUCCESSORS AND ASSIGNS**

A. Costello shall not assign, subcontract, sell, transfer, or otherwise dispose of any of the Contract Work or any interest in this Agreement without the duly authorized prior written approval of Village.

B. This Agreement shall be binding upon and inure to the benefit of the parties thereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

C. Costello shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical or material or equipment), whether initially or as a substitute, against whom the Village may have a reasonable objection.

16. **RELEASE OF LIEN**

Costello will execute and provide release of liens and guarantees of payment of any suppliers or subcontractors that may be approved by the Village prior to final payment.

17. **COMPLETION, FINAL APPROVAL**

Prior to approval of final payment, Costello shall promptly, without costs to the Village, complete or correct any portions of the project work requested by the Village as specified in the Contract Documents.

18. **COMPLIANCE WITH NEW YORK STATE LABOR LAW**

The Contract Work is subject to the New York State Labor Law requirements for payment of prevailing wage. The project shall be registered with the New York State Department of Labor prior to the commencement of work. Costello shall conform with all requirements of the New York State Labor Law with regard to prevailing wage and other requirements and Costello shall pay all employees providing services with respect to the Contract Work and provide proof thereof by sworn certified payrolls prior to payment for the Contract Work.

19. **NONDISCRIMINATION; EQUAL OPPORTUNITY EMPLOYMENT**

The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital/financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same
requirements. The Village of Greenport encourages bids for public contracts and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women owned contractors and entities.

20. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of Village, its successors or permitted assigns, the enforcement of any condition, covenant, or article of this Agreement shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of Village, its successors or permitted assigns, to enforce the same in the event of any subsequent breaches by Costello, its successors or permitted assigns.

21. **NOTIFICATION**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

**TO VILLAGE:**
Sylvia Lazzari Pirillo
Village Clerk
Village of Greenport
236 Third Street
Greenport, New York 11944

To Costello:
Costello Marine Contracting Corporation
PO Box 2124
Greenport, New York 11944

22. **DISPUTES; APPLICABLE LAW**

A. In the event of a dispute, the parties may on their mutual consent submit this matter for mediation or arbitration in a mutually agreed forum.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

23. **EXTENT OF AGREEMENT**

This Agreement and the Contract Documents represent the entire agreement between Village and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this Project and there are no agreements or understandings between the Village and Costello which are not reflected in this Agreement and the Proposal. The terms of this Agreement may only be amended by a mutually agreed document signed by both parties.

24. **CONTRACT DOCUMENTS**
Contract Documents as referred to this Contract shall mean this Agreement and the Estimate, referred to as the Proposal herein, dated May 10, 2018, attached hereto which shall be referred to as the Contract Documents and the terms and conditions of which shall be binding herein.

25. **WARRANTY**

Costello shall procure and provide the Village with a written warranty of all Contract Work for a period of one year from the completion of the Contract Work.

In Witness Whereof, this Agreement has been executed by the Village and Costello, effective from the day and year first written above.

**VILLAGE OF GREENPORT:**

By: __________________________

**COSTELLO MARINE CONTRACTING CORPORATION**

By: __________________________
ACKNOWLEDGEMENT OF COSTELLO MARINE CONTRACTING CORPORATION

STATE OF New York )
COUNTY OF Suffolk ) ss:

On this 13th day of June, 2018, before me personally came
John A. Castello to me known, who, being by me duly sworn did depose and
say that he resides at 1210 North Road, Greenport that he is the
President of Costello Marine Contracting Corporation described in and
which executed the foregoing instrument; that he knows the Seal of said Corporation; that one of
the seals affixed to said instrument is such seal; that it was so affixed by order of the Board of
Directors of said corporation and that he signed his name thereto by like order.

(SEAL)

Notary Public

LYNN E. STEVENS
Notary Public- State of New York
NO. 01ST6269424
Qualified in Suffolk County
Commission Expires 7-31-2020

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK
COUNTY OF SUFFOLK

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

(SEAL)

Notary Public
June 5, 2018

Mr. Richard Albanese  
Village of Greenport  
236 Third Street  
Greenport, NY 11944  

Via email: ralbanese@greenportvillage.org

RE: Repairs to “A” Dock Float

Dear Mr. Albanese:

Pursuant to your request, I inspected the “A” dock float connections between slips “A-1” and “A-2”.

We will repair and refasten the connection on the float’s “T” in two directions. We will use approximately nine new ¾” tierods to replace the existing sheared tierods. We will also prefabricate a steel connector to the two corners of the 8’ wide float.

In order to make these repairs, we will use a crane barge, equipment and crew for one day at a rate of $7,500 plus the cost of any new materials supplied.

If you wish to proceed and schedule the repairs, please sign and provide a Purchase Order number so that we may schedule the work repairs as soon as possible.

If you have any questions, please don’t hesitate to call me at my office 477-1199 or on my cell at (631) 902-1711.

Respectfully submitted,

John A. Costello  
President

Accepted by: ___________________________  Date: ___________________________
**CERTIFICATE OF LIABILITY INSURANCE**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatipely amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**IMPORTANT:** If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement or this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER:**
Robinson & Son, LLC  
P.O. Box 432  
Hudson Falls, NY 12839  
James B. Robinson

**INURED:**
Costello Marine Contracting  
John A. Costello  
423 5th St POB 2124  
Greenport, NY 11944

**CONTACT:**
James B. Robinson  
Phone: 518-746-9230  
Fax: 518-746-9234  
E-mail: james@robinsonandson.net

**INSURED AFFORDING COVERAGE:**
Atlantic Specialty Ins. Co.  
INSURER A:  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:  
INSURE: 27154

**CERTIFICATE NUMBER:**
B5JH01734

**REVISION NUMBER:**
10/28/2017  
10/28/2018

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SUBJECT TO ACTUAL POLICY CONDITIONS.

**CERTIFICATE HOLDER:**
Village of Greenport  
236 Third St  
Greenport, NY 11944

**VILGREE**

**CANCELLATION:**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED SIGNATURE:**
James B. Robinson

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# New York State Insurance Fund

**Workers' Compensation & Disability Benefits Specialists Since 1914**

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

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<th>POLICYHOLDER</th>
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<td>423 6TH ST.</td>
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<tr>
<td>P.O. BOX 2124</td>
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<td>GREENPORT NY 11944</td>
<td>VILLAGE OF GREENPORT</td>
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This is to certify that the policyholder named above is insured with the New York State Insurance Fund under Policy No. 2151.572-1, covering the entire obligation of this policyholder for workers' compensation under the New York workers' compensation law with respect to all operations in the State of New York, except as indicated below.

If you wish to receive notifications regarding said policy, including any notification of cancellations, or to validate this certificate, visit our website at https://www.nysif.com/cert/certval.asp. The New York State Insurance Fund is not liable in the event of failure to give such notifications.

This certificate is issued as a matter of information only and confers no rights nor insurance coverage upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy.

**New York State Insurance Fund**

**Signature**

**Validation Number:** 465934527
AGREEMENT

Agreement made this day of June, 2018 by and between the Village of Greenport, with an office address of 236 Third Street, Greenport, New York 11944, (the "Village"), and Costello Marine Contracting Corporation, a New York corporation with an office address of 423 Fifth Street, Greenport, New York 11944, ("Costello") and a mailing address of P. O. Box 2124, Greenport, New York 11944, regarding the Bolt Repairs for East Dock at the Mitchell Marina (the "Project").

1. EMPLOYMENT OF COSTELLO MARINE CONTRACTING CORPORATION

The Village retains and employs Costello to act for and represent the Village in concrete construction matters involved in the performance of the Services as detailed in the Costello Letter Proposal to the Village of Greenport dated June 5, 2018, (the "Proposal"), a copy of which is annexed hereto and made part of this Agreement, and subject to the terms, conditions and stipulations as hereinafter stated and as stated in the Proposal.

2. PROJECT DESCRIPTION

The Project shall involve the labor and materials necessary for the Bolt Repairs at the East Dock (the "Contract Work").

3. SCOPE OF SERVICES

A. The Contract Work shall consist of labor as detailed in the Proposal and an expected cost for materials of approximately $3,750 which shall be advanced by the Contractor and reimbursed to the Contractor by the Village as part of the Compensation. Task or Change Orders or additional work authorizations may only be added, by amendment by mutually agreed Change Orders agreed to in advance by either the Village Administrator or Mayor, and signed by all parties in advance. The scope of services for the additional Task or Change Orders or additional work authorizations shall be detailed in the specific Task or Change Order.

B. Costello shall perform the Contract Work specified in the Proposal in accordance with workman like standards and generally accepted practices.

4. COMPENSATION

A. The Compensation to be paid by the Village to Costello for the performance of the Contract Work shall be the compensation as detailed in the Proposal of seven hundred and fifty dollars ($750) per hour, for an expected time of approximately three ten (10) hour days, payable to Costello upon the satisfactory completion of all Contract Work and the submission of all required documents including but not limited to
a waiver and release of lien form and a sworn certified payroll indicating in detail that Costello has paid all employees prevailing wage.

5. **PERIOD OF SERVICE**

Costello shall perform the Contract Work in accordance with the Proposal attached to this Contract and supply the required materials. Costello shall commence the Contract Work not later than five days after the date of the mailing of the Notice to Proceed to Costello and shall then continue on a diligent basis until completed or as provided in the Proposal and this Contract. Except for the obligations of Costello which pursuant to this Agreement and the Proposal shall continue after the completion of the Services, the Contract Work shall end on the later of the termination of this Agreement or the final payment by the Village of Greenport to Costello for the completion of the Contract Work.

6. **PAYMENT**

Costello shall submit on Costello standard form, statements for services performed in accordance with this Agreement and the attached Proposal. All invoices for reimbursable costs, if any, shall be taken from books of account kept by Costello and Costello shall maintain copies of payroll distribution, receipted bills, and other documents for the Village’s review. All requests for payments shall include a certified sworn to payroll on the form provided by the New York State Department of Labor. Payment will be on satisfactory completion of all Contract Work and the submission of all required documents by Costello. There shall be no progress payment unless specified in the Contract Documents and the Village has certified the progress or the work represented.

7. **DATA TO BE FURNISHED BY VILLAGE**

The Village shall provide Costello with all documents, records and data in the Village’s possession or which may be available to the Village which are relevant to the Contract Work.

8. **INDEPENDENT CONTRACTOR**

Costello represents that it has, or will secure, at its own expense, all personnel required in performing the Services under this Agreement and that all such personnel shall be employees of Costello only. Such personnel shall not be employees of, nor have any contractual relationship with the Village. Costello, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of the Village by reason of this Agreement or their work or involvement in providing the Services, to any agency or department, in any forum or review of the Project or otherwise.
9. INSURANCE

Costello shall effect and maintain throughout the period of this Agreement the following insurance coverages at its own cost and expense:

- **Workers’ Compensation Insurance**
  - Bodily injury each occurrence $250,000  Aggregate $500,000
  - Liability property each occurrence $1,000,000  Aggregate $1,000,000
- **Automobile Liability and General Liability Insurance**
  - each occurrence $1,000,000  aggregate $2,000,000
- **Professional Liability Insurance** each occurrence $1,000,000
  - Aggregate $1,000,000

To protect itself from claims under Workers’ Compensation Acts; from claims for damages because of bodily injury, including sickness, disease, or death of any of its employees; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of professional services caused by errors, omissions, or negligent acts for which it is legally liable. Each policy shall name the Village of Greenport as additional insured. Costello shall provide evidence of such coverage to the Village in the form of original policies or policy endorsements, not less than five days prior to the execution of this Agreement by the Village. The Village shall receive written notice of the expiration, termination or any change in the policies that are provided in accordance with this Agreement.

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Costello shall indemnify, defend, and hold harmless the Village from and against any and all claims, suits, actions, judgments, legal fees, demands, losses, costs, expenses, damages, and liability caused by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of Costello, its officers, employees, agents, or representatives in the performance of Services under this Agreement.

11. CHANGES AND EXTRA SERVICES

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C. The Village, by the Village Administrator, Mayor or Village Board only, may request Costello to perform extra services not covered by the Contract Work as set forth above, and Costello shall perform such extra services and will be compensated for such extra services when they are reduced to a written mutually agreed change order signed by all parties.

D. The Village shall not be liable for payment for any extra services except upon written notice to the Village prior to the performance of the services and the execution of a mutually agreeable and duly authorized Change Order signed by all parties.

12. **TIME FOR PERFORMANCE: DELAYS**

Costello shall commence the performance of the Contract Work to be provided under the Agreement and the Proposal within five (5) days of the mailing or electronic transmission of the Notice to Proceed from the Village, and Costello shall expeditiously pursue the completion of the Services after that. The Village may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of the services by Costello is delayed at any time during the contract period by causes that are beyond the reasonable control of Costello, and without the fault or negligence of Costello, the time for the performance of the Contract Work shall be equitably adjusted by mutually agreeable change order signed by all parties, to reflect the extent of such delay by mutually agreed Change Order only.

13. **TERMINATION**

A. This Agreement may be terminated by the Village upon fourteen (14) days written notice in the event of substantial failure by Costello, to perform in accordance with the terms of this Agreement through no fault of the terminating party.

B. Upon receipt of notice of termination from the Village, Costello shall discontinue the Contract Work unless otherwise directed and upon final payment from the Village deliver to the Village copies of the required number of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by Costello, in the performance of the Contract Work under this Agreement, whether completed or in process.

14. **OWNERSHIP OF DOCUMENTS**

The parties hereto agree that Village shall retain possession of all drawings, specifications, and other documents when its services have been completed. The Village will be provided two (2) sets of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on this Project to be done by others, or on other projects, without the prior written consent of the Village. Such consent shall stipulate what, if any, additional compensation shall be paid
15. **SUCCESSORS AND ASSIGNS**

A. Costello shall not assign, subcontract, sell, transfer, or otherwise dispose of any of the Contract Work or any interest in this Agreement without the duly authorized prior written approval of Village.

B. This Agreement shall be binding upon and inure to the benefit of the parties thereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

C. Costello shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical or material or equipment), whether initially or as a substitute, against whom the Village may have a reasonable objection.

16. **RELEASE OF LIEN**

Costello will execute and provide release of liens and guarantees of payment of any suppliers or subcontractors that may be approved by the Village prior to final payment.

17. **COMPLETION, FINAL APPROVAL**

Prior to approval of final payment, Costello shall promptly, without costs to the Village, complete or correct any portions of the project work requested by the Village as specified in the Contract Documents.

18. **COMPLIANCE WITH NEW YORK STATE LABOR LAW**

The Contract Work is subject to the New York State Labor Law requirements for payment of prevailing wage. The project shall be registered with the New York State Department of Labor prior to the commencement of work. Costello shall conform with all requirements of the New York State Labor Law with regard to prevailing wage and other requirements and Costello shall pay all employees providing services with respect to the Contract Work and provide proof thereof by sworn certified payrolls prior to payment for the Contract Work.

19. **NONDISCRIMINATION; EQUAL OPPORTUNITY EMPLOYMENT**

The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital/financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same
requirements. The Village of Greenport encourages bids for public contracts and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women owned contractors and entities.

20. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of Village, its successors or permitted assigns, the enforcement of any condition, covenant, or article of this Agreement shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of Village, its successors or permitted assigns, to enforce the same in the event of any subsequent breaches by Costello, its successors or permitted assigns.

21. **NOTIFICATION**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

**TO VILLAGE:**
Sylvia Lazzari Pirillo  
Village Clerk  
Village of Greenport  
236 Third Street  
Greenport, New York 11944

**To Costello:**  
Costello Marine Contracting Corporation  
PO Box 2124  
Greenport, New York 11944

22. **DISPUTES: APPLICABLE LAW**

A. In the event of a dispute, the parties may on their mutual consent submit this matter for mediation or arbitration in a mutually agreed forum.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

23. **EXTENT OF AGREEMENT**

This Agreement and the Contract Documents represent the entire agreement between Village and supersede and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this Project and there are no agreements or understandings between the Village and Costello which are not reflected in this Agreement and the Proposal. The terms of this Agreement may only be amended by a mutually agreed document signed by both parties.

24. **CONTRACT DOCUMENTS**
Contract Documents as referred to this Contract shall mean this Agreement and the Estimate, referred to as the Proposal herein, dated May 10, 2018, attached hereto which shall be referred to as the Contract Documents and the terms and conditions of which shall be binding herein.

25. **WARRANTY**

Costello shall procure and provide the Village with a written warranty of all Contract Work for a period of one year from the completion of the Contract Work.

In Witness Whereof, this Agreement has been executed by the Village and Costello, effective from the day and year first written above.

**VILLAGE OF GREENPORT:**

By: ______________________________

**COSTELLO MARINE CONTRACTING CORPORATION**

By: [Signature]

John A. Costello
ACKNOWLEDGEMENT OF COSTELLO MARINE CONTRACTING CORPORATION

STATE OF New York )
COUNTY OF Suffolk )

On this 13th day of June, 2018, before me personally came
John A. Costello to me known, who, being by me duly sworn did depose and
say that he resides at 1210 North Road, Greenport that he is the
President of Costello Marine Contracting
which executed the foregoing instrument; that he knows the Seal of said Corporation; that one of
the seals affixed to said instrument is such seal; that it was so affixed by order of the Board of
Directors of said corporation and that he signed his name thereto by like order.

(SEAL)

Notary Public

LYNN E STEVENS
Notary Public- State of New York
NO. 01ST6269424
Qualified in Suffolk County
Commission Expires 9-24-2020

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK
COUNTY OF SUFFOLK

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

(SEAL)
June 5, 2018

Mr. Richard Albanese
Village of Greenport
236 Third Street
Greenport, NY 11944

Via email: rasbene@greenportvillage.org

RE: Bolt Repairs for East Dock

Dear Mr. Albanese:

At the offshore end of the east dock, we propose to repair and refasten as many of the sheared and broken bolts. Approximately 100 +/- bolts may be required to complete the repairs. We will re-drill and refasten most of the accessible piling with 1" bolts of varying lengths.

In order to complete the repair, we will use a crane barge and crew for approximately three 10-hour days. The crane barge and crew will be billed at a rate of $750 per hour. Any materials used will be billed separately as an addition.

If you wish to proceed and schedule the repairs, please sign and provide a Purchase Order number so that we may schedule the work as soon as possible.

If you have any questions, please don't hesitate to call me at my office 477-1199 or on my cell at (631) 902-1711.

Respectfully submitted,

John A. Costello
President

JAC:________________________

PO#:________________________

Accepted by:____________________  Date:________________________
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Robinson & Son, LLC
P. O. Box 432
Hudson Falls, NY 12839
James B. Robinson

INSURED
Costello Marine Contracting
John A. Costello
423 5th St POB 2124
Greenport, NY 11944

CONTACT NAME.
James B. Robinson
PHONE
518-746-8230
EXP. 518-746-8230
E-MAIL ADDRESS
james@robinsonandson.net

INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

COVERAGE NUMBER:

REVISED NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SUBJECT TO ACTUAL POLICY CONDITIONS.

CERTIFICATE HOLDER
VILGREE
Village of Greenport
236 Third St
Greenport, NY 11944

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED SIGNATURE
James B. Robinson

© 1988-2014 ACORD CORPORATION. All rights reserved.
New York State Insurance Fund
Workers' Compensation & Disability Benefits Specialists Since 1914
199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

112399620
LEVITT-FUIRST ASSOCIATES LTD
520 WHITE PLAINS ROAD, 2ND FL
TARRYTOWN NY 10591

POLICYHOLDER
COSTELLO'S MARINE CONTRACTING CORP
423 5TH ST.
P.O. BOX 2124
GREENPORT NY 11944

CERTIFICATE HOLDER
VILLAGE OF GREENPORT
236 THIRD STREET
GREENPORT NY 11944

POLICY NUMBER
G2151 572-1

CERTIFICATE NUMBER
83350

POLICY PERIOD
09/29/2017 TO 09/29/2018

DATE
12/6/2017

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2151 572-1, COVERING THE ENTIRE OBBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 465934527

IL76.3
CONTRACT FOR VENDOR SERVICES

AGREEMENT, made this day of 2018 by and between the Village of Greenport, with offices located at 236 Third Street, Greenport, New York 11944, party of the first part (the “Village”) and Enid Hatton, with an address of 46 Parkway, Fairfield, CT 06824, (the “Contractor”) to provide vendor-contractor services for the creation of Artwork – and Painting of – the Inner Scenic Panels on the Village of Greenport Carousel.

WITNESSETH: That for and in consideration of the promises and the agreements herein contained, and the payments herein provided to be made, the parties hereto agree as follows:

1. The Contractor shall perform all services required to be performed and completed as outlined (the “Contract Work”) in the Inner Scenic Panels RFP (the “RFP”) and the Contractor’s proposal (together with the RFP), the (“Contract Documents”) related to the creation of Inner Scenic Panels on the Village of Greenport Carousel.

2. In consideration of the Contractor satisfactorily performing this Contract and creating for the Village of Greenport one or more inner scenic panels as requested by the Village, the Village of Greenport shall pay the Contractor the amount of $1,250 total per each Inner Scenic panel upon satisfactory completion.

3. The Contractor shall not assign or subcontract this Contract or any part thereof and shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical of material or equipment), whether initially or as a substitute.

4. This agreement establishes a contract vendor-vendee relationship only between the Village and the Contractor and the neither the Contractor or any agent, employee, helper or assistant of the Contractor shall be considered an employee of the Village of Greenport. The Contractor shall procure and maintain where required, at Contractor’s own expense, and without any contract expense to the Village, workman’s compensation insurance, New York State disability insurance, and liability insurance and be prepared to provide the Village of Greenport proof of that coverage on request.

5. Contractor agrees to indemnify and hold the Village of Greenport harmless for any damages, fees or costs incurred by the Village of Greenport due to any negligent or intentional act or omission by Contractor.

6. Payment shall be made by the Village to the Contractor one time, upon completion and acceptance of the Contract Work.

7. Contractor shall provide the required services in a professional manner, to the best of the Contractor's ability, and in accordance with the Contract Documents. The Village of Greenport reserves the right to terminate this Contract at any time in the event that Contractor fails to provide the required services in a satisfactory manner or violates any provision of this Contract or the Contract Documents.
8. This Contract, and the Contract Documents constitute the entire agreement between the Village of Greenport and the Contractor and the Contract may only be altered, amended or repealed by a duly executed written instrument signed by both the Contractor and the Village.

9. The inner scenic panels that are created by the Contractor pursuant to this Contract shall be and remain the property of the Village of Greenport.

10. The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital / financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirement and evidence of that compliance to the Village of Greenport by providing an affidavit to that effect. The Village of Greenport encourages proposals for public contracts, and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women-owned contractors and entities, and the Village of Greenport solicits proposals and contracts from such entities with respect to the public work noticed herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

VILLAGE OF GREENPORT

BY

Hon. George W. Hubbard, Jr., Mayor

CONTRACTOR

BY

(SEAL)
ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _______________________
COUNTY OF ______________________

On this ____ day of _________________, 20___, before me personally appeared

______________________________ to me known and
known to me to be the person described and who as such executed the foregoing instrument and
acknowledged to me that s/he executed the same as for purposes therein mentioned.

(SEAL)

________________________________________
Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK
COUNTY OF SUFFOLK

On this ____ day of _________________, 20___, before me personally appeared

______________________________ to me known and
known to me to be person described and who as such executed the foregoing instrument and
acknowledged to me that s/he executed the same as for purposes therein mentioned.

(SEAL)

________________________________________
Notary Public
PLEASE TAKE NOTICE that the Village of Greenport is soliciting portfolios for the creation of Artwork to be photographed and digitized for the Inner Scenic Panels on the Village of Greenport Carousel.

Specifications include, but are not limited to, the following:
- Total of fourteen custom-stretched canvasses (supplied by the Village of Greenport) gessoed and painted with oils.
- Each canvas is to measure: 32" x 28" and will be photographed and re-sized to fit the Inner Scenic Panels.

Each artist shall submit five (5) portfolio pieces of works in oil colors. For each submission, the medium and size of the work should be identified.

Portfolio submissions should be photographic images in either hard copy color print, or digital imagery on a DVD disc (300dpi) or thumb drive.

The subject matter of the panels will include chosen scenes of the North Fork area, from Arshamomoque to Orient Point, focusing on scenes of Greenport. They will be representative of the area during the period of 1850 – 1950. The completed works are expected to be of detailed realism, using some directional light and a warm palette with a full range of values.

Please note that, owing to the number of required inner scenic panels and project completion timing, it is expected that more than one artist will be selected as a result of this Request for Proposals. (Each inner scenic panel must be completed by no later than one month from full contract execution.)

Selected artists will be responsible for providing their own brushes, artist oils and studio space. The Village of Greenport will supply the stretched, gessoed canvases, and representation(s) of assigned scenes.

The Village will pay a commission fee of $1,250.00 per each inner scenic panel to the selected artist upon the completion of each inner scenic panel. Each completed panel – and the artwork associated with it – will become the property of the Village of Greenport. (It is the intent that the completed inner scenic panel will be permanently installed on the Village of Greenport Carousel.)

Portfolio submissions must be submitted to the Village Clerk no later than 11:00 a.m. on March 1, 2018 in a sealed envelope only, plainly marked on the outside with the description: CAROUSEL INNER SCENIC PANELS RFP – MARCH 2018.

Late proposals will not be accepted.

Proposals must be filed in accordance with the specifications of the Village of Greenport and New York State General Municipal Law Section 103. The Proposal shall exclude any federal, state or local taxes; from which the Village of Greenport is exempt. The Village of Greenport reserves the right to reject any and all proposals.
The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital / financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirement and evidence of that compliance to the Village of Greenport by providing an affidavit to that effect. The Village of Greenport encourages proposals for public contracts, and public contracts with the Village of Greenport and subcontractors of those contracts by minority and women-owned contractors and entities, and the Village of Greenport solicits proposals and contracts from such entities with respect to the public work noticed herein.

February 8, 2018

Sylvia Lazzari Pirillo, RMC, Village Clerk
By Order of the Mayor and Board of Trustees
CONTRACT FOR VENDOR SERVICES

AGREEMENT, made this day of 2018 by and between the Village of Greenport, with offices located at 236 Third Street, Greenport, New York 11944, party of the first part (the "Village") and Jada Rowland, with an address of 621 First Street, Greenport, New York 11944, (the "Contractor") to provide vendor-contractor services for the creation of Artwork – and Painting of – the Inner Scenic Panels on the Village of Greenport Carousel.

WITNESSETH: That for and in consideration of the promises and the agreements herein contained, and the payments herein provided to be made, the parties hereto agree as follows:

1. The Contractor shall perform all services required to performed and completed as outlined (the "Contract Work") in the Inner Scenic Panels RFP (the "RFP") and the Contractor’s proposal (together with the RFP), the ("Contract Documents") related to the creation of Inner Scenic Panels on the Village of Greenport Carousel.

2. In consideration of the Contractor satisfactorily performing this Contract the creating for the Village of Greenport one or more inner scenic panels as may be requested by the Village, the Village of Greenport shall pay the Contractor the amount of $1,250 total per each Inner Scenic panel upon satisfactory completion.

3. The Contractor shall not assign or subcontract this Contract or any part thereof and shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical of material or equipment), whether initially or as a substitute.

4. This agreement establishes a contract vendor-vendee relationship only between the Village and the Contractor and the neither the Contractor nor any agent, employee, helper or assistant of the Contractor shall be considered an employee of the Village of Greenport. The Contractor shall procure and maintain where required, at Contractor’s own expense, and without any contract expense to the Village, workman's compensation insurance, New York State disability insurance, and liability insurance and be prepared to provide the Village of Greenport proof of that coverage on request.

5. Contractor agrees to indemnify and hold the Village of Greenport harmless for any damages, fees or costs incurred by the Village of Greenport due to any negligent or intentional act or omission by Contractor.

6. Payment shall be made by the Village to the Contractor one time, upon completion and acceptance of the Contract Work.

7. Contractor shall provide the required services in a professional manner, to the best of the Contractor’s ability, and in accordance with the Contract Documents. The Village of Greenport reserves the right to terminate this Contract at any time in the event that Contractor fails to provide the required services in a satisfactory manner or violates any provision of this Contract or the Contract Documents.
8. This Contract, and the Contract Documents constitute the entire agreement between the Village of Greenport and the Contractor and the Contract may only be altered, amended or repealed by a duly executed written instrument signed by both the Contractor and the Village.

9. The inner scenic panels that are created by the Contractor pursuant to this Contract shall be and remain the property of the Village of Greenport.

10. The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital / financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirement and evidence of that compliance to the Village of Greenport by providing an affidavit to that effect. The Village of Greenport encourages proposals for public contracts, and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women-owned contractors and entities, and the Village of Greenport solicits proposals and contracts from such entities with respect to the public work noticed herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

VILLAGE OF GREENPORT

BY
Hon. George W. Hubbard, Jr., Mayor

CONTRACTOR

BY

(SEAL)
ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF__________________________

COUNTY OF________________________

On this _____ day of _________________, 20___, before me personally appeared ___________________________ to me known and known to me to be the person described and who as such executed the foregoing instrument and acknowledged to me that s/he executed the same as for purposes therein mentioned.

(SEAL)

_______________________________
Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK

COUNTY OF SUFFOLK

On this _____ day of _________________, 20___, before me personally appeared ___________________________ to me known and known to me to be person described and who as such executed the foregoing instrument and acknowledged to me that s/he executed the same as for purposes therein mentioned.

(SEAL)

_______________________________
Notary Public
Village of Greenport
Carousel Committee
Inner Scenic Panels RFP Requirements

PLEASE TAKE NOTICE that the Village of Greenport is soliciting portfolios for the creation of Artwork to be photographed and digitized for the Inner Scenic Panels on the Village of Greenport Carousel.

Specifications include, but are not limited to, the following:

- Total of fourteen custom-stretched canvasses (supplied by the Village of Greenport) gessoed and painted with oils.
- Each canvas is to measure: 32" x 28" and will be photographed and re-sized to fit the Inner Scenic Panels.

Each artist shall submit five (5) portfolio pieces of works in oil colors. For each submission, the medium and size of the work should be identified.

Portfolio submissions should be photographic images in either hard copy color print, or digital imagery on a DVD disc (300dpi) or thumb drive.

The subject matter of the panels will include chosen scenes of the North Fork area, from Arshamomoque to Orient Point, focusing on scenes of Greenport. They will be representative of the area during the period of 1850 – 1950. The completed works are expected to be of detailed realism, using some directional light and a warm palette with a full range of values.

Please note that, owing to the number of required inner scenic panels and project completion timing, it is expected that more than one artist will be selected as a result of this Request for Proposals. (Each inner scenic panel must be completed by no later than one month from full contract execution.)

Selected artists will be responsible for providing their own brushes, artist oils and studio space. The Village of Greenport will supply the stretched, gessoed canvases, and representation(s) of assigned scenes.

The Village will pay a commission fee of $1,250.00 per each inner scenic panel to the selected artist upon the completion of each inner scenic panel. Each completed panel – and the art work associated with it – will become the property of the Village of Greenport. (It is the intent that the completed Inner scenic panel will be permanently installed on the Village of Greenport Carousel.)

Portfolio submissions must be submitted to the Village Clerk no later than 11:00 a.m. on March 1, 2018 in a sealed envelope only, plainly marked on the outside with the description: CAROUSEL INNER SCENIC PANELS RFP – MARCH 2018.

Late proposals will not be accepted.

Proposals must be filed in accordance with the specifications of the Village of Greenport and New York State General Municipal Law Section 103. The Proposal shall exclude any federal, state or local taxes; from which the Village of Greenport is exempt. The Village of Greenport reserves the right to reject any and all proposals.
The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital / financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirement and evidence of that compliance to the Village of Greenport by providing an affidavit to that effect. The Village of Greenport encourages proposals for public contracts, and public contracts with the Village of Greenport and subcontractors of those contracts by minority and women-owned contractors and entities, and the Village of Greenport solicits proposals and contracts from such entities with respect to the public work noticed herein.

February 8, 2018

Sylvia Lazzari Pirillo, RMC, Village Clerk
By Order of the Mayor and Board of Trustees
CONTRACT FOR VENDOR SERVICES

AGREEMENT, made this day of 2018 by and between the Village of Greenport, with offices located at 236 Third Street, Greenport, New York 11944, party of the first part (the “Village”) and Cliff Miller, with an address of 1376 Sidney Court, Seaford, New York 11783, (the “Contractor”) to provide vendor-contractor services for the creation of Artwork – and Painting of – the Inner Scenic Panels on the Village of Greenport Carousel.

WITNESSETH: That for and in consideration of the promises and the agreements herein contained, and the payments herein provided to be made, the parties hereto agree as follows:

1. The Contractor shall perform all services required to performed and completed as outlined (the “Contract Work”) in the Inner Scenic Panels RFP (the “RFP”) and the Contractor’s proposal (together with the RFP), the (“Contract Documents”) related to the creation of Inner Scenic Panels on the Village of Greenport Carousel.

2. In consideration of the Contractor satisfactorily performing this Contract and creating for the Village of Greenport one or more inner scenic panels as may be requested by the Village, the Village of Greenport shall pay the Contractor the amount of $ 1,250 total per each Inner Scenic panel upon satisfactory completion.

3. The Contractor shall not assign or subcontract this Contract or any part thereof and shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical of material or equipment), whether initially or as a substitute.

4. This agreement establishes a contract vendor-vendee relationship only between the Village and the Contractor and the neither the Contractor or any agent, employee, helper or assistant of the Contractor shall be considered an employee of the Village of Greenport. The Contractor shall procure and maintain where required, at Contractor’s own expense, and without any contract expense to the Village, workman’s compensation insurance, New York State disability insurance, and liability insurance and be prepared to provide the Village of Greenport proof of that coverage on request.

5. Contractor agrees to indemnify and hold the Village of Greenport harmless for any damages, fees or costs incurred by the Village of Greenport due to any negligent or intentional act or omission by Contractor.

6. Payment shall be made by the Village to the Contractor one time, upon completion and acceptance of the Contract Work.

7. Contractor shall provide the required services in a professional manner, to the best of the Contractor’s ability, and in accordance with the Contract Documents. The Village of Greenport reserves the right to terminate this Contract at any time in the event that Contractor fails to provide the required services in a satisfactory manner or violates any provision of this Contract or the Contract Documents.
8. This Contract, and the Contract Documents constitute the entire agreement between the Village of Greenport and the Contractor and the Contract may only be altered, amended or repealed by a duly executed written instrument signed by both the Contractor and the Village.

9. The inner scenic panels that are created by the Contractor pursuant to this Contract shall be and remain the property of the Village of Greenport.

10. The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital / financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirement and evidence of that compliance to the Village of Greenport by providing an affidavit to that effect. The Village of Greenport encourages proposals for public contracts, and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women-owned contractors and entities, and the Village of Greenport solicits proposals and contracts from such entities with respect to the public work noticed herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

VILLAGE OF GREENPORT

BY

Hon. George W. Hubbard, Jr., Mayor

CONTRACTOR

BY

(SEAL)
ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF___________________ )
COUNTY OF___________________ )ss:

On this _____ day of _______________ , 20____, before me personally appeared ____________________________ to me known and known to me to be the person described and who as such executed the foregoing instrument and acknowledged to me that s/he executed the same as for purposes therein mentioned.

(SEAL)  
Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK

COUNTY OF SUFFOLK

On this _____ day of _______________ , 20____, before me personally appeared ____________________________ to me known and known to me to be person described and who as such executed the foregoing instrument and acknowledged to me that s/he executed the same as for purposes therein mentioned.

(SEAL)  
Notary Public
Village of Greenport
Carousel Committee
Inner Scenic Panels RFP Requirements

PLEASE TAKE NOTICE that the Village of Greenport is soliciting portfolios for the
creation of Artwork to be photographed and digitized for the Inner Scenic Panels on
the Village of Greenport Carousel.

Specifications include, but are not limited to, the following:

- Total of fourteen custom-stretched canvasses (supplied by the Village of
  Greenport) gessoed and painted with oils.
- Each canvas is to measure: 32" x 28" and will be photographed and
  re-sized to fit the Inner Scenic Panels.

Each artist shall submit five (5) portfolio pieces of works in oil colors. For each
submission, the medium and size of the work should be identified.

Portfolio submissions should be photographic images in either hard copy color print,
or digital imagery on a DVD disc (300dpi) or thumb drive.

The subject matter of the panels will include chosen scenes of the North Fork area,
from Arshamomoque to Orient Point, focusing on scenes of Greenport. They will be
representative of the area during the period of 1850 – 1950. The completed works
are expected to be of detailed realism, using some directional light and a warm
palette with a full range of values.

Please note that, owing to the number of required inner scenic panels and project
completion timing, it is expected that more than one artist will be selected as a result
of this Request for Proposals. (Each inner scenic panel must be completed by no later
than one month from full contract execution.)

Selected artists will be responsible for providing their own brushes, artist oils and
studio space. The Village of Greenport will supply the stretched, gessoed canvases,
and representation(s) of assigned scenes.

The Village will pay a commission fee of $1,250.00 per each inner scenic panel to
the selected artist upon the completion of each inner scenic panel. Each completed
panel – and the artwork associated with it – will become the property of the Village
of Greenport. (It is the intent that the completed inner scenic panel will be
permanently installed on the Village of Greenport Carousel.)

Portfolio submissions must be submitted to the Village Clerk no later than
11:00 a.m. on March 1, 2018 in a sealed envelope only, plainly marked on the
outside with the description: CAROUSEL INNER SCENIC PANELS RFP – MARCH 2018.

Late proposals will not be accepted.

Proposals must be filed in accordance with the specifications of the Village of
Greenport and New York State General Municipal Law Section 103. The Proposal
shall exclude any federal, state or local taxes; from which the Village of Greenport is
exempt. The Village of Greenport reserves the right to reject any and all proposals.
The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital / financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirement and evidence of that compliance to the Village of Greenport by providing an affidavit to that effect. The Village of Greenport encourages proposals for public contracts, and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women-owned contractors and entities, and the Village of Greenport solicits proposals and contracts from such entities with respect to the public work noticed herein.

February 8, 2018

Sylvia Lazzari Pirillo, RMC, Village Clerk
By Order of the Mayor and Board of Trustees
CONTRACT FOR VENDOR SERVICES

AGREEMENT, made this day of 2018 by and between the Village of Greenport, with offices located at 236 Third Street, Greenport, New York 11944, party of the first part (the “Village”) and W. A. Dodge, with an address of 370 Holmes Street, Plainedge, New York 11756, (the “Contractor”) to provide vendor-contractor services for the creation of Artwork – and Painting of – the Inner Scenic Panels on the Village of Greenport Carousel.

WITNESSETH: That for and in consideration of the promises and the agreements herein contained, and the payments herein provided to be made, the parties hereto agree as follows:

1. The Contractor shall perform all services required to be performed and completed as outlined (the “Contract Work”) in the Inner Scenic Panels RFP (the “RFP”) and the Contractor’s proposal (together with the RFP), the (“Contract Documents”) related to the creation of Inner Scenic Panels on the Village of Greenport Carousel.

2. In consideration of the Contractor satisfactorily performing this Contract and creating for the Village of Greenport one or more inner scenic panels as may be requested by the Village, the Village of Greenport shall pay the Contractor the amount of $1,250 total per each Inner Scenic panel upon satisfactory completion.

3. The Contractor shall not assign or subcontract this Contract or any part thereof and shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical of material or equipment), whether initially or as a substitute.

4. This agreement establishes a contract vendor-vendee relationship only between the Village and the Contractor and the neither the Contractor or any agent, employee, helper or assistant of the Contractor shall be considered an employee of the Village of Greenport. The Contractor shall procure and maintain where required, at Contractor’s own expense, and without any contract expense to the Village, workman’s compensation insurance, New York State disability insurance, and liability insurance and be prepared to provide the Village of Greenport proof of that coverage on request.

5. Contractor agrees to indemnify and hold the Village of Greenport harmless for any damages, fees or costs incurred by the Village of Greenport due to any negligent or intentional act or omission by Contractor.

6. Payment shall be made by the Village to the Contractor one time, upon completion and acceptance of the Contract Work.

7. Contractor shall provide the required services in a professional manner, to the best of the Contractor’s ability, and in accordance with the Contract Documents. The Village of Greenport reserves the right to terminate this Contract at any time in the event that Contractor
fails to provide the required services in a satisfactory manner or violates any provision of this Contract or the Contract Documents.

8. This Contract, and the Contract Documents constitute the entire agreement between the Village of Greenport and the Contractor and the Contract may only be altered, amended or repealed by a duly executed written instrument signed by both the Contractor and the Village.

9. The inner scenic panels that are created by the Contractor pursuant to this Contract shall be and remain the property of the Village of Greenport.

10. The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital / financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirement and evidence of that compliance to the Village of Greenport by providing an affidavit to that effect. The Village of Greenport encourages proposals for public contracts, and public contracts with the Village of Greenport and subcontractors of those contracts by minority and women-owned contractors and entities, and the Village of Greenport solicits proposals and contracts from such entities with respect to the public work noticed herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

VILLAGE OF GREENPORT

BY ____________________________
Hon. George W. Hubbard, Jr., Mayor

(SEAL)

CONTRACTOR

BY ____________________________
ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF ____________________________
COUNTY OF ____________________________

On this _____ day of ____________________________, 20___, before me personally appeared ____________________________, to me known and known to me to be the person described and who as such executed the foregoing instrument and acknowledged to me that s/he executed the same as for purposes therein mentioned.

(SEAL)

_________________________
Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK
COUNTY OF SUFFOLK

On this _____ day of ____________________________, 20___, before me personally appeared ____________________________, to me known and known to me to be person described and who as such executed the foregoing instrument and acknowledged to me that s/he executed the same as for purposes therein mentioned.

(SEAL)

_________________________
Notary Public
Village of Greenport
Carousel Committee
Inner Scenic Panels RFP Requirements

PLEASE TAKE NOTICE that the Village of Greenport is soliciting portfolios for the creation of Artwork to be photographed and digitized for the Inner Scenic Panels on the Village of Greenport Carousel.

Specifications include, but are not limited to, the following:
- Total of fourteen custom-stretched canvasses (supplied by the Village of Greenport) gessoed and painted with oils.
- Each canvas is to measure: 32” x 28” and will be photographed and re-sized to fit the Inner Scenic Panels.

Each artist shall submit five (5) portfolio pieces of works in oil colors. For each submission, the medium and size of the work should be identified.

Portfolio submissions should be photographic images in either hard copy color print, or digital imagery on a DVD disc (300dpi) or thumb drive.

The subject matter of the panels will include chosen scenes of the North Fork area, from Arahamomoque to Orient Point, focusing on scenes of Greenport. They will be representative of the area during the period of 1850 – 1950. The completed works are expected to be of detailed realism, using some directional light and a warm palette with a full range of values.

Please note that, owing to the number of required inner scenic panels and project completion timing, it is expected that more than one artist will be selected as a result of this Request for Proposals. (Each inner scenic panel must be completed by no later than one month from full contract execution.)

Selected artists will be responsible for providing their own brushes, artist oils and studio space. The Village of Greenport will supply the stretched, gessoed canvases, and representation(s) of assigned scenes.

The Village will pay a commission fee of $ 1,250.00 per each inner scenic panel to the selected artist upon the completion of each inner scenic panel. Each completed panel – and the art work associated with it – will become the property of the Village of Greenport. (It is the intent that the completed inner scenic panel will be permanently installed on the Village of Greenport Carousel.)

Portfolio submissions must be submitted to the Village Clerk no later than 11:00 a.m. on March 1, 2018 in a sealed envelope only, plainly marked on the outside with the description: CAROUSEL INNER SCENIC PANELS RFP — MARCH 2018.

Late proposals will not be accepted.

Proposals must be filed in accordance with the specifications of the Village of Greenport and New York State General Municipal Law Section 103. The Proposal shall exclude any federal, state or local taxes; from which the Village of Greenport is exempt. The Village of Greenport reserves the right to reject any and all proposals.
The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital / financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirement and evidence of that compliance to the Village of Greenport by providing an affidavit to that effect. The Village of Greenport encourages proposals for public contracts, and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women-owned contractors and entities, and the Village of Greenport solicits proposals and contracts from such entities with respect to the public work noticed herein.

February 8, 2018

Sylvia Lazzari Pirillo, RMC, Village Clerk
By Order of the Mayor and Board of Trustees
CONTRACT FOR VENDOR SERVICES

AGREEMENT, made this day of 2018 by and between the Village of Greenport, with offices located at 236 Third Street, Greenport, New York 11944, party of the first part (the “Village”) and Scott Hewett, with an address of 1712 Millstone Road, Sag Harbor, New York 11963, (the “Contractor”) to provide vendor-contractor services for the creation of Artwork – and Painting of – the Inner Scenic Panels on the Village of Greenport Carousel.

WITNESSETH: That for and in consideration of the promises and the agreements herein contained, and the payments herein provided to be made, the parties hereto agree as follows:

1. The Contractor shall perform all services required to be performed and completed as outlined (the “Contract Work”) in the Inner Scenic Panels RFP (the “RFP”) and the Contractor’s proposal (together with the RFP), the (“Contract Documents”) related to the creation of Inner Scenic Panels on the Village of Greenport Carousel.

2. In consideration of the Contractor satisfactorily performing this Contract and creating for the Village of Greenport one or more inner scenic panels as may be requested by the Village, the Village of Greenport shall pay the Contractor the amount of $1,250 total per each Inner Scenic panel upon satisfactory completion.

3. The Contractor shall not assign or subcontract this Contract or any part thereof and shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical or material or equipment), whether initially or as a substitute.

4. This agreement establishes a contract vendor-vendee relationship only between the Village and the Contractor and the neither the Contractor or any agent, employee, helper or assistant of the Contractor shall be considered an employee of the Village of Greenport. The Contractor shall procure and maintain where required, at Contractor’s own expense, and without any contract expense to the Village, workman’s compensation insurance, New York State disability insurance, and liability insurance and be prepared to provide the Village of Greenport proof of that coverage on request.

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7. Contractor shall provide the required services in a professional manner, to the best of the Contractor's ability, and in accordance with the Contract Documents. The Village of Greenport reserves the right to terminate this Contract at any time in the event that Contractor
fails to provide the required services in a satisfactory manner or violates any provision of this Contract or the Contract Documents.

8. This Contract, and the Contract Documents constitute the entire agreement between the Village of Greenport and the Contractor and the Contract may only be altered, amended or repealed by a duly executed written instrument signed by both the Contractor and the Village.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

VILLAGE OF GREENPORT

BY ________________________
Hon. George W. Hubbard, Jr., Mayor

(SEAL)

CONTRACTOR

BY ________________________
ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF ____________________________

COUNTY OF ____________________________

On this ___ day of ______________________, 20___, before me personally appeared ____________________________ to me known and known to me to be the person described and who as such executed the foregoing instrument and acknowledged to me that s/he executed the same as for purposes therein mentioned.

(SEAL)

______________________________
Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK

COUNTY OF SUFFOLK

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(SEAL)

______________________________
Notary Public
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February 8, 2018

Sylvia Lazzari Pirillo, RMC, Village Clerk
By Order of the Mayor and Board of Trustees