



236 Third Street
Greenport NY
11944

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

MAYOR
GEORGE W. HUBBARD,
JR.
EXT. 215

TRUSTEES
JACK MARTILOTTA
DEPUTY MAYOR

PETER CLARKE

MARY BESS PHILLIPS

JULIA ROBINS

**VILLAGE
ADMINISTRATOR**
PAUL J. PALLAS, P.E.
EXT. 219

CLERK
SYLVIA PIRILLO, RMC
EXT. 206

TREASURER
ROBERT BRANDT
EXT. 217

**October 22, 2020 at 7:00 PM
Mayor and Board of Trustees – Regular Meeting
Third Street Firehouse
Greenport, NY 11944**

Trustee Martilotta absent

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Patricia Satkoski
Julianne A. Shiels

ANNOUNCEMENTS

The annual Fire Department hydrant testing will take place on
October 25th, beginning at 9 a.m.

PUBLIC TO ADDRESS THE BOARD *

REGULAR AGENDA

**John Saladino
Randy Wade*

CALL TO ORDER

RESOLUTIONS

RESOLUTION # 10-2020-1

RESOLUTION adopting the October, 2020 agenda as printed. *GA / MBP*

RESOLUTION # 10-2020-2

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

VILLAGE ADMINISTRATOR

RESOLUTION # 10-2020-3

RESOLUTION adopting the attached SEQRA resolution regarding the work to be performed by DeAl Concrete Corp for the replacement of selected handicap accessible ramps, sidewalks, curbs and driveway aprons at specified locations within the Village of Greenport; adopting lead agency status, determining that the approval of the contract for the work is an Unlisted Action for purposes of SEQRA, and adopting a Negative Declaration determining that the approval of the contract between the Village of Greenport and DeAl Concrete Corp will not have a significant negative impact on the environment. *MBP / JR*

RESOLUTION # 10-2020-4

JLP
RESOLUTION approving the attached contract between the Village of Greenport and DeAl Concrete Corp for the replacement of selected handicap accessible ramps, sidewalks, curbs and driveway aprons, in the total amount of \$ 340,863.48; and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and DeAl Concrete Corp., on behalf of the Village of Greenport. *JR / PC*

RESOLUTION # 10-2020-5

RESOLUTION approving the attached Change Order to the contract between the Village of Greenport and CHA Design / Construction Services in the amount of \$ 29,860.00 for engineering services related to the replacement of the generator and associated electrical panels for the Solar Plus storage system at the Greenport Fire Department Station One Firehouse. *PC / MBP*

VILLAGE TREASURER

RESOLUTION # 10-2020-6

JLP
RESOLUTION scheduling a public hearing for 7:00 pm on November 23, 2020 at the Third Street Fire Station, Third and South Streets, Greenport, NY, 11944 regarding a potential CDBG (Community Development Block Grant) opportunity for the Village of Greenport and directing Clerk Pirillo to notice the public hearing accordingly. *MBP / JR*

RESOLUTION # 10-2020-7

JP RESOLUTION authorizing the solicitation of proposals for audit services for the annual Village-Wide Audit, exclusive of the Light Fund, and directing Clerk Pirillo to notice the Request for Proposals accordingly. *JP/PC*

RESOLUTION # 10-2020-8

JP RESOLUTION authorizing the solicitation of proposals for audit services for the annual Electric Fund Audit, including preparation of the required NYPA report, and directing Clerk Pirillo to notice the Request for Proposals accordingly. *PC/MBP*

RESOLUTION # 10-2020-9

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4736, to appropriate reserves to fund Battery Testing and Inspection at the Village of Greenport Electric Plant, and directing that Budget Amendment # ~~4657~~ be included as part of the formal meeting minutes of the October 22, 2020 Regular Meeting of the Board of Trustees.

MBP/JP
VILLAGE CLERK

RESOLUTION # 10-2020-10

RESOLUTION adopting the attached SEQRA resolution regarding the conditional approval of the Wetlands Permit Application submitted by applicant John v.H. Halsey on behalf of Peconic Land Trust for the property known as "Widow's Hole" in Greenport Harbor, located near the corner of Fourth and Clark Streets, Greenport, New York, 11944; adopting lead agency status, determining that the approval of the application is an Unlisted Action for purposes of SEQRA, and adopting a conditional Negative Declaration determining that the approval of the Wetlands Permit Application will not have a significant negative impact on the environment provided certain conditions are met. The negative declaration is conditional on the following recommendations from the Conservation Advisory Council:

- o Any replacement sand installed along the beach requires a separate wetlands permit application that details the amount of sand being installed, method of installation and source of sand.
- o Any replacement sand should come from dredging the opening to Widow's Hole to the extent the opening has closed due to replenishment activities. Note that the dredging should also be included in the wetlands application stated above.
- o If the frequency of replacement sand exceeds once per year, Peconic Land Trust shall explore alternatives to keeping sand from migrating from the beach.

- o The Peconic Land Trust will use best efforts to maintain the opening to Widow's Hole, and
- o Peconic Land Trust should disclose the amount of sand that has been added to the beach prior to September of 2020. *JR/PC*

RESOLUTION # 10-2020-11

RESOLUTION approving the Wetlands Permit Application submitted by applicant John v.H. Halsey on behalf of Peconic Land Trust to: perform shoreline restoration activities at the Widow's Hole Preserve, with such restoration including approximately .4 acres of shoreline and adjacent upland, which includes an increase of cobble band to include a band of boulder below the mean sea level line on the beach to provide added wave protection to the shoreline, with rock of up to three (3) feet in diameter to be placed along approximately 225 linear feet of shoreline to create a wave break, per the public hearing held on September 24, 2020. This approval is contingent upon remediation of all exposed metal remnants to 2' (two feet) below grade, to mitigate possible navigational and swimming hazards; and the erection of signage noting the historical event regarding the Battleship USS Ohio and the conditions of the negative declaration, as follows:

- o Any replacement sand installed along the beach requires a separate wetlands permit application that details the amount of sand being installed, method of installation and source of sand.
- o Any replacement sand should come from dredging the opening to Widow's Hole to the extent the opening has closed due to replenishment activities. Note that the dredging should also be included in the wetlands application stated above.
- o If the frequency of replacement sand exceeds once per year, Peconic Land Trust shall explore alternatives to keeping sand from migrating from the beach.
- o The Peconic Land Trust will use best efforts to maintain the opening to Widow's Hole, and
- o Peconic Land Trust should disclose the amount of sand that has been added to the beach prior to September of 2020. *PC/MBP*

RESOLUTION # 10-2020-12

JP RESOLUTION accepting the proposal as submitted by H2M architects + engineers, the lowest responsible bidder, in the total amount of \$ 28,950.00, for professional services related to the preparation of a feasibility study for the reuse of effluent from the Village of Greenport Wastewater Treatment Plant, and authorizing Mayor Hubbard to sign the contract between H2M architects + engineers on behalf of the Village of Greenport. *MBP/JR*

VOUCHER SUMMARY

RESOLUTION # 10-2020-13

RESOLUTION approving all checks per the Voucher Summary Report dated October 16, 2020, in the total amount of \$ 1,434,164.97 consisting of:

- o All regular checks in the amount of \$ 693,884.34, and
- o All prepaid checks (including wire transfers) in the amount of \$ 740,280.63. *JP/PC*

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING THE CONTRACT BETWEEN DeAI CONCRETE CORP AND THE VILAGE
OF GREENPORT

RESOLUTION adopting the following SEQRA resolution regarding the work to be performed by DeAI Concrete Corp for the replacement of selected handicap accessible ramps, sidewalks, curbs and driveway aprons at specified locations within the Village of Greenport; adopting lead agency status, determining that the approval of the contract for the work is an Unlisted Action for purposes of SEQRA, and adopting a Negative Declaration determining that the approval of the contract between the Village of Greenport and DeAI Concrete Corp will not have a significant negative impact on the environment:

WHEREAS a contract between DeAI Concrete Corp and the Village of Greenport will be entered into for the replacement by DeAI Concrete Corp of selected handicap accessible ramps, sidewalks, curbs and driveway aprons at specified locations within the Village of Greenpor; and

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

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

RESOLVED that the Board of Trustees hereby determines that the approval of the performance of the contract is an Unlisted Action for purposes of SEQRA; it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the approval of the performance of the contract;

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

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

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

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

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

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

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

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

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

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

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: October 19, 2020

**State Environmental Quality Review Act
Notice of Determination of Non-Significance
Negative Declaration
Board of Trustees of the Incorporated Village of Greenport
Suffolk County, New York**

Replacement of selected handicap accessible ramps, sidewalks, curbs and driveway aprons at specified locations within the Village of Greenport

Date: October 20, 2020

This notice is issued pursuant to Article 8 of the Environmental Conservation Law and the implementing regulations therefor at 6 NYCRR Part 617 (collectively, the "State Environmental Quality Review Act" or "SEQRA").

The Board of Trustees of the Incorporated Village of Greenport ("Trustees"), as Lead Agency for the SEQRA review, has determined, subsequent to review of a Full Environmental Assessment Form (EAF) Parts 1, 2 and 3, as well as other information before the Trustees, that the proposed action described below will not have a significant adverse effect on the environment, and that an Environmental Impact Statement (EIS) will not be prepared.

Name of Action: Replacement of selected handicap accessible ramps, sidewalks, curbs and driveway aprons at specified locations within the Village of Greenport

SEQR Status: Unlisted

Conditioned Negative Declaration: No

Description of Action: The proposed action consists of the replacement of selected handicap accessible ramps, sidewalks, curbs and driveway aprons at specified locations within the Village of Greenport

Project Location: Incorporated Village of Greenport
Suffolk County, New York

Reasons Supporting this Determination:

In accordance with SEQRA, the Trustees, as Lead Agency, using the short-form EAF and other relevant information cited herein and comparing same with the thresholds set forth at 6 NYCRR §617.4 determined that the proposed action is an Unlisted Action. Coordinated review was not conducted, as the Board of Trustees was determined to be the only involved agency.

It is noted that a short-form EAF, and other information before the Trustees including but not limited to public comment, have been found by the Trustees to be relevant to this proposed action, and have been relied upon, in part, in reaching the determination set forth herein.

Based upon the information contained in the EAF the Trustees, as Lead Agency for the action contemplated herein, and after due deliberation, review and analysis of the proposed action, the EAF, the aforementioned EAF, and other relevant information cited herein, and the criteria set forth in 6 NYCRR §617.7, hereby determines that the proposed action will not result in any significant adverse impacts to the environment. This determination is supported by the following:

1. The replacement of selected handicap accessible ramps, sidewalks, curbs and driveway aprons at specified locations within the Village of Greenport will not change the intensity of the use of the land in the village and will not impair the character or quality of the existing community.
2. The replacement of selected handicap accessible ramps, sidewalks, curbs and driveway aprons at specified locations within the Village of Greenport will not result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking, or walkways.
3. The replacement of selected handicap accessible ramps, sidewalks, curbs and driveway aprons at specified locations within the Village of Greenport that could potentially be affected are serviced by the Greenport Municipal Electric Utility and the Greenport Municipal Waste Treatment Plant and there is no increase in the demand or use of energy or production of wastewater that can be expected from the replacement of selected handicap accessible ramps, sidewalks, curbs and driveway aprons at specified locations within the Village of Greenport that would impact the power plant or system or the wastewater treatment plant, or increase in the production of solid waste.
4. The Village of Greenport has a Historic District, and the replacement of selected handicap accessible ramps, sidewalks, curbs and driveway aprons at specified locations within the Village of Greenport will not impair the character or quality of the Historic District or of any other historic or aesthetic resources of the Village.
5. The a replacement of selected handicap accessible ramps, sidewalks, curbs and driveway aprons at specified locations within the Village of Greenport 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.
6. The proposed action would not create a material demand for other actions that would result in one of the above consequences.
7. Implementation of the proposed action would not result in changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a significant adverse impact on the environment.

For Further Information:

Contact Person: Honorable George W. Hubbard, Jr.
and the Board of Trustees of the Incorporated Village of Greenport

Address: Village of Greenport Village Hall
236 Third Street
Greenport, New York 11944

Telephone Number: (631) 477-0248

Email Address: spirillo@greenportvillage.org

A copy of this Notice will be published in the Environmental Notice Bulletin and kept on file at the offices of the Lead Agency.

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

OFFICE OF CENTRAL PROCUREMENT

NOTICE OF CONTRACT

1ST EXTENSION

ANNUAL REQUIREMENTS CONTRACT: AMERICANS WITH DISABILITIES ACT (ADA) ANNUAL IMPROVEMENTS **COMMODITY CODE:** 91361

CONTRACT #: ADA-090519-A1 **INITIATING DEPT:** DPW

OPENING DATE: 07-26-2019 1490

PERIOD OF CONTRACT: 09-05-2020 **THROUGH** 09-04-2021 **BID #:** 19/0271LPWI

VENDOR: DEAL CONCRETE CORP
PO BOX 2038
ST JAMES NY 11780

VENDOR ID: VC0039398

CONTACT: BRIAN DEALMEIDA

PHONE: 631-319-6117

FAX:

EMAIL: dealconcrete@optonline.net

ADDITIONAL VENDORS: [CLICK HERE](#)

DETAIL PAGE: [CLICK HERE](#)

ATTACHMENT:

DELIVERY: FOB - DESTINATION

POLITICAL SUBDIVISIONS: THIS CONTRACT IS AVAILABLE FOR USE BY OTHER MUNICIPALITIES

FOR FURTHER INFORMATION JENNIFER CRUDO
CONTACT PURCHASING AGENT:

08-07-2020

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

335 YAPHANK AVENUE

YAPHANK, N.Y. 11980

(631) 852-5196
FAX (631) 852-5221

[Return to Contract List](#)

[Return to Search Page](#)

For technical assistance or technical comments [CLICK HERE](#)

AGREEMENT

Agreement made this day of October 2020 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 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. proposals to the Village of Greenport dated September 28, 2020; October 5, 2020; October 8, 2020 (the "Proposals"), a copies of which are 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 Main 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 seventeen thousand, seven-hundred seventy two dollars and seventeen cents (\$ 340,863.48) 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 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 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 Contract Work, the Contract Work shall end on the later of the termination of this Agreement or the final payment by the Village 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 of 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 Contract Work 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 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**

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 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 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 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.

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 March 7, 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 #ADA-090519.

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



何 德 生

FOR THE VILLAGE OF CRENSHAW

[illegible]

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DeAl Concrete Corp.

Estimate

PO Box 7038
St. Louis, Mo 63107
314-867-1717

Estimate No. 4
Date 07/27/80

For: VILLAGE OF GREENPORT

Description

Amount

SUPPLY & COUNTRY OF WAG CONTRACTOR & DAY 20m

\$107,300.00

16" MANHOLE BOTH SIDES

VILLAGE OF GREENPORT

TOP OF 16" CURB SIDE WALKS AT PORT & DAY 25' E

ITEM 20302 UNCL EXCAVATION 520' X 40' X 10' 50

ITEM 20303 UNCL EXCAVATION 520' X 40' X 10' 50

ITEM 20304 UNCL EXCAVATION 520' X 40' X 10' 50

ITEM 20305 UNCL EXCAVATION 520' X 40' X 10' 50

ITEM 20306 UNCL EXCAVATION 520' X 40' X 10' 50

ITEM 20307 UNCL EXCAVATION 520' X 40' X 10' 50

ITEM 20308 UNCL EXCAVATION 520' X 40' X 10' 50

ITEM 20309 UNCL EXCAVATION 520' X 40' X 10' 50

ITEM 20310 UNCL EXCAVATION 520' X 40' X 10' 50

ITEM 20311 UNCL EXCAVATION 520' X 40' X 10' 50

Subtotal

\$107,300.00

OK

OK

\$107,300.00

Total

\$19,730.80



Deal Concrete Corp.

PO BOX 2038
SHELTON, CT 06484
203-347-8111

Estimate

Estimate No.
51249118

To: VILLAGE OF GREENPORT

Description	Amount
SHELTON COUNTY DPW CONTRACTE 2A 0005 2A 105 WEST SIDE OF EXISTING AVENUE FROM CHURCH GOING SOUTH TO APPROX 100'	\$ 0.00
ITEM 103020 UNCL EXCAVATION 18CY X 100' @ 1.25000	\$ 225.00
ITEM 203010 CONCRETE SIDEWALK CARPONS	\$ 0.00
20' X 4' @ 65.00000	\$ 1,300.00
ITEM 100100 18" 80 PSI BILGEY X 65' @ 11.00000	\$ 1,980.00
ITEM 100100 CONCRETE PUSHERS 18" X 50' @ 3.50000	\$ 630.00
ITEM 103010 20302 CURE KAPPA TYPE 3 BLACK 500000	\$ 500.00
ITEM 100100 18" SIG MAIN 100' @ 11.00000	\$ 1,980.00
Subtotal	\$ 4,015.00
0%	\$ 0.00
Total	\$ 4,015.00
Total	\$ 4,015.18

Dez Concrete Corp.

50 Bay 24th
 St. James, NY 11780
 (516) 464-6100

Estimate

Estimate No. 1540
 Date 10/03/2010

For VILLAGE OF GREENPORT

Description

Amount

SURFONCE COUNTY DRIV CONTRACT NO 090519	2,351,936.00
100 WSDOT SPOT PATCH CURBS & SIDEWALKS	
ITEM 100202 UNLTPYCAVATION 275CY X 30000=558,000.00	
ITEM 20305 SELECT FILL 150CY X 5000=7,500.00	
ITEM 5200000000 SAWCUTTING PAV 750LF X 700=52,500.00	
ITEM 6020100 CONCRETE SIDEWALKS APRONS 30CY X 75000=2,250,000.00	
ITEM 6090300 CONCRETE CURB 200LF X 2500=50,000.00	
ITEM 6000400 TOP SOIL 50CY X 5000=2,500.00	
ITEM 6100500 TURF ESTABLISHMENT 1000 X 2000=2,000.00	
ITEM 60023 WARNING UNITS 75VX 1000=7,500.00	
ITEM 600400 18" SUBBASE 100CY X 7000=700,000.00	
ITEM 600178202 ASPHALT 20TONS X 19000=3,800,000.00	
ITEM 610001 TRAFFIC CONTROL 75 X 1000000=7,500,000.00	

Subtotal	6,154,560.00
W.C.	50.00
Total	6,154,610.00

Total \$15,936.00



October 8, 2020

Mr. Paul J. Pallas
Village Administrator
Village of Greenport, New York
236 Third Street
Greenport, NY 11944

**RE: Professional Engineering Services
Replacement of FD Generator
Greenport Municipal Microgrid Project, Village of Greenport
CHA Proposal No. TBD**

Dear Mr. Pallas:

CHA Consulting, Inc. is pleased to submit this proposal for continued engineering services related to the above referenced project. Our proposed Scope of Services, Assumptions, Deliverables, Schedule, and Fee are outlined below.

The Village of Greenport engaged CHA in May of 2018 to perform evaluation and engineering services related to the NYSGOSR-funded Greenport Municipal Microgrid Project. These options were preliminarily evaluated for feasibility and presented to the Village of Greenport and NYSGOSR for review and consideration. The Village and NYSGOSR have determined, based on the initial feasibility analysis, to move forward with implementation of the Solar PV plus Energy Storage systems identified for installation at the Wastewater Treatment Plant and the Fire House. After initial site investigations were conducted and preliminary information gathered, it has been determined that the existing generator and distribution panels at the Fire Department are in poor condition and coming to the end of their service life. In addition, the generator has outdated transfer switching that will not be readily compatible with the addition of solar and battery storage at the FD. Therefore, the Village has determined that it would be prudent to replace the generator and associated electrical panels with the latest technology to ensure a safe and reliable system. This proposal outlines the additional electrical field investigation and engineering consulting services required to incorporate the generator, transfer switch and distribution panel replacement into the construction bid packages that have been being developed for the solar plus storage system at the FD.

SCOPE OF SERVICES

The continuation of the project has been divided into two phases, each containing two tasks:

Phase I: Preparation of Bid/Construction Documents

The scope for this phase of the project is as follows:

TASK 1 **Field Investigation:** This task is to survey the existing distribution system, sketching the existing one-line diagram and equipment layout.

TASK 2

Design Phase Services: Design new distribution system: new one-line diagram, wiring diagram and BOM. The new one-line will show the interlocking and transfer-switching interface between the generator, solar PV and battery storage. The major equipment (ATS, Generator, panels, grounding) specifications for bid will be included.

Assumptions

General

1. The Village of Greenport operating, technical, and safety personnel will be available to review, comment, and provide input during the Design phase.
2. Assessment and remediation of hazardous materials not included.
3. The Village of Greenport will provide front end boilerplate specifications to supplement CHA's technical specifications.
4. Factory acceptance test witnessing is not included.
5. Owner's manuals and training to be provided by others.

Electrical

1. Existing electrical systems are of adequate capacity, and only require replacement/modification.
2. Lightning protection calculations or design is not required.
3. Fire alarm, security and telecommunication system designs are not required.

TASK 3

Bidding Phase: CHA will support the Village of Greenport with RFIs and engineering support per our existing agreements for the additional equipment being installed during construction.

1. Engineering support during the bidding phase, the following tasks will be completed:
 - a. Attend the bid walkthrough with the contractors.
 - b. Respond to questions (RFIs) raised by the bidders, as necessary.
 - c. Prepare addenda, if necessary.
 - d. Perform detailed bid evaluation for contractor services including quality of response, reference checks including justified recommendation for selection.
 - e. Meet with apparent low bid vendors and contractors to review pricing, scope and schedule.
 - f. Coordinate with Owner on preparation of contracts/purchase orders.

Assumptions

1. The Village of Greenport will participate in the following:
 - a. Pre-bid meetings with bidding contractors.
 - b. Review of bids and bid analysis.
2. The Village of Greenport will be responsible for the following:
 - a. Issuing and receiving bids.
 - b. Issuing purchase orders and contracts.



Deliverables

1. Respond to RFIs and addenda, if necessary.
2. Contractor bid analysis and recommendations.

TASK 4

Construction Phase: The intent of this task is to provide construction phase services during the construction period. Please note that the footprint of the project has expanded so that additional construction services, in addition to those original included in the approved budget, are required by the increase in project footprint. The general description of the services provided is as follows:

1. Engineering support during the construction phase will include the following tasks:
 - a. Review submittals.
 - b. Respond to RFIs.
 - c. CHA Project Manager attendance at 2bi-weekly construction progress meetings.
 - d. CHA Technical Personnel to attend two on-site project meetings, and conduct field observations to review compliance with plans and specifications.
 - e. Participate in final walkthrough and develop punch list.
2. Commissioning Services:
 - a. Support for up to two days in field during start up and commissioning activities by equipment vendors and contractors.
 - b. Prepare and submit Final Commissioning Report including copies of all commissioning documents received during and after the commissioning period for all equipment and systems supplied.
 - c. Obtain the manufacturer's certification that the equipment has been properly installed and is ready for start-up and testing.

Assumptions

3. With the exception of specific issue resolution and commissioning, CHA Technical Team participation in on-site meetings, periodic observations, and punch list walkthrough will be limited to a total of four site visits.

Deliverables

1. Submittal reviews.
2. RFI responses.
3. Bid recommendations.
4. Construction observation reports.
5. Punch list.
6. Two sets of hard copy and one electronic version of record drawings.

DESIGN SCHEDULE

CHA can begin work to incorporate the replacement of the generator and associated switching into bid documents being developed immediately upon acceptance of this proposal, receipt of notice to proceed



and Purchase Order. The additional scope described here will require four weeks to complete. This will alter the current project design schedule.

SCHEDULE OF FEES

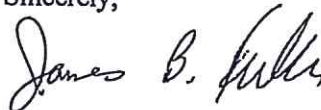
CHA proposes to be compensated on a time and expense basis according to rate schedule included in Master Service Agreement as follows:

Task 1: Field Investigation	\$ 4,640
Task 2: Design Phase Services	\$ 13,920
Task 3: Bidding Phase Services	\$ 1,900
Task 4: Construction Phase Services	\$ 9,400
Total Fee:	\$ 29,860.00

Invoicing will be on a monthly basis for the percentage of work completed. In the event that additional work is required in connection with this project, we would complete the work on an hourly basis at our rates then in effect. Prior to the start of any new work, CHA will identify a Scope of Work with associated tasks and submit a budgetary cost estimate and proposed work schedule for your written approval.

Thank you for considering CHA for your engineering services. We look forward to continuing to work with The Village of Greenport on this GOSR funded Microgrid project.

Sincerely,



James B. Fuller, PE
Senior Vice President
Business Line Director, Utility Infrastructure

cc: Fred Trabucchi



VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2021 Period: 10 Trans Type: B2 - Amend Status: Batch
Trans No: 4736 Trans Date: 10/05/2020 User Ref: STEPHEN
Requested: D JACOBS Approved: Created by: STEPHEN 10/05/2020
Description: TO APPROPRIATE RESERVES TO FUND BATTERY TESTING AND INSPECTION
AT POWER PLANT Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
E.5990	APPROPRIATED FUND BALANCE	11,600.00
E.0715.600	REPAIR - ELECT EQUIP PLANT..	11,600.00
Total Amount:		23,200.00

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING THE WETLANDS PERMIT APPLICATION
OF APPLICANT JOHN V.H. HALSEY ON BEHALF OF PECONIC LAND TRUST, INCORPORATED

WHEREAS an application for a wetlands permit approval was filed by applicant John v.H. Halsey on behalf of Peconic Land Trust, Incorporated with the Board of Trustees of the Village of Greenport; and

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

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

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

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

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

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

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

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

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

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

Will not encourage or attract an additional large number of people to a place for more than

a few days, and;

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

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

RESOLVED that a conditional Negative Declaration is hereby adopted for purposes of SEQRA, assuming that the following conditions set forth by the Conservation Advisory Council are met:

- *Any replacement sand installed along the beach requires a separate wetlands permit application that details the amount of sand being installed, method of installation and source of sand.*
- *Any replacement sand should come from dredging the opening to Widow's Hole to the extent the opening has closed due to replenishment activities. Note that the dredging should also be included in the wetlands application stated above.*
- *If the frequency of replacement sand exceeds once per year, Peconic Land Trust shall explore alternatives to keeping sand from migrating from the beach.*
- *The Peconic Land Trust will use best efforts to maintain the opening to Widow's Hole.*
- *Peconic Land Trust should disclose the amount of sand that has been added to the beach prior to September of 2020.*

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: October 13, 2020

**State Environmental Quality Review Act
Notice of Determination of Non-Significance
Negative Declaration
Board of Trustees of the Incorporated Village of Greenport
Suffolk County, New York**

Approval of the Wetlands Permit Application submitted by applicant John v.H Halsey on behalf of Peconic Land Trust to: perform shoreline restoration activities at the Widow's Hole Preserve, with such restoration including approximately .4 acres of shoreline and adjacent upland, which includes an increase of cobble band to include a band of boulder below the mean sea level line on the beach to provide added wave protection to the shoreline, with rock of up to three (3) feet in diameter to be placed along approximately 225 linear feet of shoreline to create a wave break, per the public hearing held on September 24, 2020. This approval is contingent upon remediation of all exposed metal remnants to 2' (two feet) below grade, to mitigate possible navigational and swimming hazards; and the erection of signage noting the historical event regarding the Battleship USS Ohio and the conditions of the negative declaration.

Date: October 20, 2020

This notice is issued pursuant to Article 8 of the Environmental Conservation Law and the implementing regulations therefor at 6 NYCRR Part 617 (collectively, the "State Environmental Quality Review Act" or "SEQRA").

The Board of Trustees of the Incorporated Village of Greenport ("Trustees"), as Lead Agency for the SEQRA review, has determined, subsequent to review of a Full Environmental Assessment Form (EAF) Parts 1, 2 and 3, as well as other information before the Trustees, that the proposed action described below will not have a significant adverse effect on the environment, and that an Environmental Impact Statement (EIS) will not be prepared.

Name of Action: Approval of the Wetlands Permit Application submitted by applicant John v.H Halsey on behalf of Peconic Land Trust to: perform shoreline restoration activities at the Widow's Hole Preserve, with such restoration including approximately .4 acres of shoreline and adjacent upland, which includes an increase of cobble band to include a band of boulder below the mean sea level line on the beach to provide added wave protection to the shoreline, with rock of up to three (3) feet in diameter to be placed along approximately 225 linear feet of shoreline to create a wave break, per the public hearing held on September 24, 2020.

SEQR Status: Unlisted

Conditioned Negative Declaration: Yes

Description of Action: Approval of the Wetlands Permit Application submitted by applicant John v.H Halsey on behalf of Peconic Land Trust to: perform shoreline restoration activities at the Widow's Hole Preserve, with such restoration including approximately .4 acres of shoreline and adjacent upland, which includes an increase of cobble band to include a band of boulder below the mean sea level line on the beach to provide added wave protection to the shoreline, with rock of up to three (3) feet in diameter to be placed along approximately

225 linear feet of shoreline to create a wave break, per the public hearing held on September 24, 2020. This approval is contingent upon remediation of all exposed metal remnants to 2' (two feet) below grade, to mitigate possible navigational and swimming hazards; and the erection of signage noting the historical event regarding the Battleship USS Ohio and the conditions of the negative declaration.

Project Location: Incorporated Village of Greenport
Suffolk County, New York

Reasons Supporting this Determination:

In accordance with SEQRA, the Trustees, as Lead Agency, using the short-form EAF and other relevant information cited herein and comparing same with the thresholds set forth at 6 NYCRR §617.4 determined that the proposed action is an Unlisted Action. Coordinated review was not conducted, as the Board of Trustees was determined to be the only involved agency.

It is noted that a short-form EAF, and other information before the Trustees including but not limited to public comment, have been found by the Trustees to be relevant to this proposed action, and have been relied upon, in part, in reaching the determination set forth herein.

Based upon the information contained in the EAF the Trustees, as Lead Agency for the action contemplated herein, and after due deliberation, review and analysis of the proposed action, the EAF, the aforementioned EAF, and other relevant information cited herein, and the criteria set forth in 6 NYCRR §617.7, hereby determines that the proposed action will not result in any significant adverse impacts to the environment. This determination is supported by the following:

1. The approval of the wetlands permit application within the Village of Greenport will not change the intensity of the use of the land in the village and will not impair the character or quality of the existing community.
2. The approval of the wetlands permit application within the Village of Greenport will not result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking, or walkways.
3. The approval of the wetlands permit application within the Village of Greenport involving areas that could potentially be affected are serviced by the Greenport Municipal Electric Utility and the Greenport Municipal Waste Treatment Plant and there is no increase in the demand or use of energy or production of wastewater that can be expected from the approval of the wetlands permit application.
4. The Village of Greenport has a Historic District, and the approval of the wetlands permit application within the Village of Greenport will not impair the character or quality of the Historic District or of any other historic or aesthetic resources of the Village.
5. The approval of the wetlands permit application within the Village of Greenport 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.

6. The proposed action would not create a material demand for other actions that would result in one of the above consequences.

7. Implementation of the proposed action would not result in changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a significant adverse impact on the environment.

For Further Information:

Contact Person: Honorable George W. Hubbard, Jr.
and the Board of Trustees of the Incorporated Village of Greenport

Address: Village of Greenport Village Hall
236 Third Street
Greenport, New York 11944

Telephone Number: (631) 477-0248

Email Address: spirillo@greenportvillage.org

A copy of this Notice will be published in the Environmental Notice Bulletin and kept on file at the offices of the Lead Agency.