



February 27, 2020 at 7:00 PM
Mayor and Board of Trustees – Regular Meeting
Third Street Firehouse
Greenport, NY 11944

PLEDGE OF ALLEGIANCE

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

MOMENT OF SILENCE

- Terence (Terry) John Fleming
- Michael F. Keating

ANNOUNCEMENTS

- Carol Edwards has been appointed to the Village of Greenport Tree Committee.
- The Greenport Band will be playing in Mitchell Park every Friday from July 3, 2020 through September 4, 2020.

LIQUOR LICENSE APPLICATIONS

- Removal Application from applicant Iberico Jamon, Inc (with the trade name Basso), located at 407 Main Street
- New Application from applicant HF Hotel Owner LLC (with the trade name The Harborfront Inn), located at 209 Front Street

PUBLIC HEARING

- * - Wetlands Permit Application on behalf of Scott Wachenfeld to construct a second-floor addition and perform interior renovations on the property located at 3 Sandy Beach

MM (GH) / MS (MBP) to keep the Public
Hearing open till next month

PUBLIC TO ADDRESS THE BOARD

Stephen Bull Dinni Gordon
Leueen Miller

REGULAR AGENDA

* Robert I. Brown, Architect on behalf
of Applicant

* John Saladino

Discuss
at w/s in
march

CALL TO ORDER

RESOLUTIONS

RESOLUTION # 02-2020-1

RESOLUTION adopting the February, 2020 agenda as printed.

GH/JM

RESOLUTION # 02-2020-2

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

PC/JR

VILLAGE ADMINISTRATOR

RESOLUTION # 02-2020-3

RESOLUTION ratifying the hiring of Isaiah Mraz as a part-time, seasonal Skate Guard at the Village of Greenport Ice Rink, at a pay rate of \$13.00 per hour, effective January 30, 2020.

JMO
SG
JR/JM

RESOLUTION # 02-2020-4

RESOLUTION ratifying the hiring of John Weston Reardon as a part-time, seasonal employee at the Village of Greenport Carousel, at a pay rate of \$13.00 per hour, effective February 1, 2020.

JMO
SG
JM/MBP

RESOLUTION # 02-2020-5

RESOLUTION accepting the attached proposal submitted by Susan Stohr for the development and implementation of legislative and communications strategies to support the Village of Greenport in efforts to:

continue the provision of grant administration services related to the proposed agreement between the Village of Greenport and the Governor's Office of Storm Recovery for the use of CDBG-DR funding, and to secure State and Federal appropriations funding, grants and external funding, with a maximum cost of \$ 13,500; with the Agreement term date to end on December 31, 2020.

MBP/PC

RESOLUTION # 02-2020-6

RESOLUTION accepting the attached proposal as submitted by J.R. Holzmacher P.E., LLC dated February 12, 2020 to prepare the required Annual MS-4 Report; and to submit the Annual MS-4 Report to the New York State Department of Environmental Conservation, at a total cost of \$ 1,500; to be expensed from Account A5110.450 (Miscellaneous Expense), and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and J.R. Holzmacher P.E., LLC.

PC/JR

RESOLUTION # 02-2020-7

RESOLUTION approving the solicitation of bids for the renovation and upgrade of the public restrooms at the Fifth Street Park, and directing Clerk Pirillo to notice the solicitation of bids accordingly.

JR/JM

VILLAGE TREASURER

RESOLUTION # 02-2020-8

RESOLUTION authorizing Treasurer Brandt to make an additional contribution in the amount of \$ 33,790.00 to the Volunteer Firefighter Length of Service Award Program for the Village of Greenport Fire Department.

JR/MBP

RESOLUTION # 02-2020-9

RESOLUTION authorizing Mayor Hubbard to execute the attached Third Party Custodian Agreement between the Village of Greenport, Manufacturers and Traders Trust Company and the Bank of New York Mellon.

MBP/PC

RESOLUTION # 02-2020-10

RESOLUTION authorizing Treasurer Brandt to transfer the following bank accounts from People's United Bank to M & T Bank:

Retirement Savings (TA.0201.00)
Capital Reserve (H.0200.400), and
Small Cities Rehab (CD.0201.000).

PC/JR

RESOLUTION # 02-2020-11

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4281, to appropriate reserves to fund engineering services for the Central Pump Station replacement project, and directing that Budget Amendment # 4281 be included as part of the formal meeting minutes of the February 27, 2020 regular meeting of the Board of Trustees.

JR/JM

RESOLUTION # 02-2020-12

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4282, to appropriate reserves to fund the cleaning of the Peconic Landing wet well, and directing that Budget Amendment # 4282 be included as part of the formal meeting minutes of the February 27, 2020 regular meeting of the Board of Trustees.

JM/MBP

RESOLUTION # 02-2020-13

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4283, to appropriate reserves to fund the purchase of the Wastewater Treatment Plant UV Lamp Driver Ballasts and Bulbs, and directing that Budget Amendment # 4283 be included as part of the formal meeting minutes of the February 27, 2020 regular meeting of the Board of Trustees.

MBP/PC

RESOLUTION # 02-2020-14

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4284, to appropriate reserves to fund the replacement of the Wastewater Treatment Plant Yard Hydrant, and directing that Budget Amendment # 4284 be included as part of the formal meeting minutes of the February 27, 2020 regular meeting of the Board of Trustees.

PC/JR

RESOLUTION # 02-2020-15

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4285, to appropriate reserves to fund the repair and maintenance of Nursing Home Pump # 2, and directing that Budget Amendment # 4285 be included as part of the formal meeting minutes of the February 27, 2020 regular meeting of the Board of Trustees.

JR/JM

RESOLUTION # 02-2020-16

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4286, to appropriate reserves to fund professional services at the Wastewater Treatment Plant, and directing that Budget Amendment # 4286 be included as part of the formal meeting minutes of the February 27, 2020 regular meeting of the Board of Trustees.

JM/MBP

RESOLUTION # 02-2020-17

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4287, to appropriate reserves to fund the approved Change Order to the contract between the Village of Greenport and Johnson Tree Company, and directing that Budget Amendment # 4287 be included as part of the formal meeting minutes of the February 27, 2020 regular meeting of the Board of Trustees.

MBP/PC

RESOLUTION # 02-2020-18

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4288, to appropriate reserves to fund training and lodging for Power Plant Employees, and directing that Budget Amendment # 4288 be included as part of the formal meeting minutes for the February 27, 2020 regular meeting of the Board of Trustees.

PC/JR

VILLAGE CLERK

RESOLUTION # 02-2020-19

RESOLUTION approving the attached Request for Work Authorizations submitted by Duncan, Weinberg, Genzer & Pembroke, P.C. regarding the New York Association of Public Power 2020-2021 Scope of Work as approved by the New York Association of Public Power members, and authorizing Mayor Hubbard to sign the Request for Work Authorizations submitted by Duncan, Weinberg, Genzer & Pembroke, P.C.

JR/JM

SLP
JMO

RESOLUTION # 02-2020-20

RESOLUTION accepting the attached proposal as submitted by H2M, dated January 8, 2020 to prepare the Annual Water Supply Statement / Consumer Confidence Report, and the corresponding supplemental data package; and to submit the Annual Supply Statement and Supplemental Data Package to the Suffolk County Department of Health Services, at a total cost of \$ 2,000.00; to be expensed from Account F.8310.413 (Special Services).

JM/MBP

RESOLUTION # 02-2020-21

RESOLUTION authorizing the attendance of Trustee Robins and Village Administrator Pallas at the NYAPP 2020 Annual Conference from April 21, 2020 through April 23, 2020 in Saratoga Springs, New York at a conference fee of \$ 350.00 per person and a room rate of \$ 139.00 per person per night for each of the two nights, with meal, mileage and travel expenses to be reimbursed in accordance with the Village Travel Reimbursement Policy, to be expensed from Account E.0782.000 (Management Services).

MBP/PC

RESOLUTION # 02-2020-22

RESOLUTION authorizing the attendance of Gregory Morris at the 2020 Stony Brook University Codes Conference from June 2, 2020 through June 4, 2020 for the requisite annual training, at a registration cost of \$ 300 plus all standard mileage and meal reimbursements in accordance with the Village of Greenport Travel Policy; to be expensed from account A.1113.400 (Parking Enforcement).

PC/JR

RESOLUTION # 02-2020-23

RESOLUTION adopting the attached SEQRA resolution regarding the proposed local law of 2020 amending Chapter 136 (Water) and Chapter A-156 (Fees) of the Village of Greenport Code; adopting lead agency status, determining the adoption of the local law amending Chapter 136 (Water) and Chapter A-156 (Fees) to be an Unlisted Action for purposes of SEQRA, and adopting a Negative Declaration, determining that the adoption of the Local Law will not have a significant negative impact on the environment.

JR/JM

RESOLUTION # 02-2020-24

RESOLUTION adopting Local Law # _____ of 2020, amending Village of Greenport Code Chapter 136 (Water) and Chapter A-156 (Fees), as a result of increases in the rate for water charged by the Suffolk County Water Authority to the Village of Greenport.

JM/MBP

RESOLUTION # 02-2020-25

RESOLUTION adopting the attached SEQRA resolution regarding the approval of the Wetlands Permit Application submitted by applicant Robert E. Hermann on behalf of Pipes Cove Management for the property located on the west side of Sixth Street, +/- 1,051' south of Linnet Street, 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 Negative Declaration determining that the approval of the Wetlands Permit Application will not have a significant negative impact on the environment.

MBP/PC

RESOLUTION # 02-2020-26

RESOLUTION approving the Wetlands Permit Application submitted by Robert E. Hermann of En-Consultants on behalf of Pipes Cove Management Association for the property located on the west side of Sixth Street, +/- 1,051' south of Linnet Street for work per the attached Project Description. Per the Village of Greenport Conservation Advisory Council, the following conditions shall also apply to the approval of this permit application:

- The applicant must install a pump-out station connected to the Village sewer system, with the pump-out station to be located along the west-facing bulkhead north of the created wetlands.
- The pump-out station should be made available to the Village pump-out boat, and
- The area surrounding the created wetlands area on the east side of the property shall only be planted with native plants.

PC/JR

RESOLUTION # 02-2020-27

RESOLUTION scheduling a public hearing for 7:00 p.m. on March 26, 2020 at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944 regarding the Wetlands Permit Application submitted by Paul Pawlowski on behalf of applicant 123 Sterling Avenue Corp to complete all bulkhead work as previously approved with conditions, and to modify the conditions of the original approval of the approved wetlands permit for the property located at 123 Sterling Avenue, Greenport, New York, 11944; and directing Clerk Pirillo to notice the public hearing accordingly.

SLP
JMO
JR/JM**RESOLUTION # 02-2020-28**

RESOLUTION declaring as surplus, and no longer needed for municipal purposes, the 2002 Dodge Dakota utilized by the Village of Greenport Road Department.

JM/MBP

RESOLUTION # 02-2020-29

RESOLUTION accepting the bid submitted by Crown Lift Trucks - the lowest bidder - in the amount of \$ 22,755.00 for the purchase by the Village of Greenport of a fork lift, per the bid opening on February 20, 2020.

MBP/PC

RESOLUTION # 02-2020-30

RESOLUTION accepting the bid submitted by Striegel Supply, Inc. - the sole bidder - in the amount of \$ 26,000.00 per cylinder head for the purchase of four (4) cylinder heads by the Village of Greenport of cylinder heads for enterprise diesel engines, per the bid opening on February 20, 2020.

PC/JR

RESOLUTION # 02-2020-31

RESOLUTION rejecting all bids as received for the purchase of the 1988 Pierce Lance Fire Pumper, per the bid opening on January 30, 2020.

JR/JM

RESOLUTION # 02-2020-32

RESOLUTION authorizing the re-bid for the purchase of the Village of Greenport 1988 Pierce Lance Fire Pumper, setting a minimum bid amount of \$ 5,000 for the purchase; and directing Clerk Pirillo to notice the re-bid according.

JM/MBP

RESOLUTION # 02-2020-33

RESOLUTION accepting the bid submitted by Scott Corwin in the amount of \$ 508.38 for the purchase of the 2008 Ford Expedition, per the bid opening on January 30, 2020.

MBP/PC

RESOLUTION # 02-2020-34

RESOLUTION approving the Public Assembly Permit Application submitted by the Business Improvement District to use a portion of Mitchell Park from 10:00 a.m. through 12 noon on April 11, 2020 for the Annual Egg Roll, and corresponding activities.

PC/JR

RESOLUTION # 02-2020-35

RESOLUTION approving the Public Assembly Permit Application submitted by Tor Torkelson on behalf of the True Light Church for the use of a portion of the Polo Grounds at Moore's Lane from 10:00 a.m. through 3:00 p.m. on June 5, 2020 (for set-up), June 6, 2020 (for the actual annual Hope Day family event), and June 7, 2020 (for the dismantling process).

JR/JM

RESOLUTION # 02-2020-36

RESOLUTION approving the Public Assembly Permit Application submitted by Floyd Memorial Library for the use of a portion of Mitchell Park from 4 p.m. through 9 p.m. on July 14, 2020 for the annual Children's and Family's Brady Rhymer Concert.

JM/MBP

RESOLUTION # 02-2020-37

RESOLUTION approving the Public Assembly Permit Application submitted by Paul Drum Life Experience Project for the use of the Polo Grounds on Moore's Lane from 10:00 a.m. through 11:30 a.m. on July 22, 2020 for a goat yoga class.

MBP/PC

RESOLUTION # 02-2020-38

SLP
RESOLUTION approving the Public Assembly Permit Application submitted by Northeast Stage for the use of a portion of Mitchell Park from 5 p.m. through 10 p.m. from August 7, 2020 through August 9, 2020 for the annual Shakespeare in the Park performances.

PC/JR

RESOLUTION # 02-2020-39

SLP
RESOLUTION approving the Public Assembly Permit Application submitted by the East End Seaport Museum for the use of various Village streets and facilities, including Mitchell Park, from 7:00 a.m. through 5:00 p.m. from September 19, 2020 through September 20, 2020; for the annual Maritime Festival.

JR/JM

RESOLUTION # 02-2020-40

SLP
JMO
RESOLUTION authorizing the suspension of the open container law of the Village of Greenport, per Sections 35-3B and 35-3C of the Greenport Village Code, for the Festival parameters of the East End Seaport Museum Maritime Festival, from 9:00 a.m. through 5:00 p.m. on September 19, 2020 and from noon to 5:00 p.m. on September 20, 2020 for the annual Maritime Festival.

JM/MBP

RESOLUTION # 02-2020-41

SLP
JMO
RESOLUTION approving the following musical performance schedule and payments for the 2020 Dances in the Park program, to be expensed from Account A.7312.400 (Arts and Culture Exhibitions):

July 6, 2020 – That Motown Band - \$ 1,200

July 13, 2020 – The Vendettas - \$ 1,000

July 20, 2020 – Just Sixties - \$ 1,200

July 27, 2020 – Swingtime Big Band - \$ 2,300

August 3, 2020 – Cravin Band - \$ 1,200

August 10, 2020 – Southbound - \$ 1,200

August 17, 2020 – Gene Casey and the Lone Sharks - \$ 1,200

August 24, 2020 – No Request Band - \$ 1,200

August 31, 2020 – Winston Irie - \$ 1,300

MBP/PC

RESOLUTION # 02-2020-42

SLP
JMO
RESOLUTION approving the attached contract between the Village of Greenport and James Schott for the provision of technical sound services at nine (9) of the 2020 Dances in the Park performances, at a rate of \$ 400 per performance.

PC/JR

RESOLUTION # 02-2020-43

SLP
JMO
RESOLUTION approving the "Guidelines for Applications for a Certificate of Appropriateness for Buildings in the Greenport Historic District" as prepared and approved by the Village of Greenport Historic Preservation Commission.

JR/JM

RESOLUTION # 02-2020-44

RESOLUTION accepting the resignation of Account Clerk Kurt Amahit as an employee of the Village of Greenport, effective February 20, 2020.

TRUSTEES

RESOLUTION # 02-2020-45

RESOLUTION approving the request of the Greenport Ocean Race group for dockage on October 9, 2020 and October 10, 2020 at the Village of Greenport Mitchell Park Marina, at the rate of \$ 1.00 per foot.

MBP/PC

RESOLUTION # 02-2020-46

RESOLUTION scheduling a public hearing for 7:00 p.m. on March 26, 2020 at the Third Street Fire Station, Third & South Streets, Greenport, New York, 11944 regarding a proposed amendment to chapter 88 (Noise) of the Village of Greenport Code, and directing Clerk Pirillo to notice the public hearing accordingly.

PC/JR

VILLAGE ATTORNEY

RESOLUTION # 02-2020-47

RESOLUTION approving the attached resolution authorizing the abandonment of a portion of Johnson Court in the Village of Greenport.

JR/JM

VOUCHER SUMMARY

RESOLUTION # 02-2020-48

RESOLUTION approving all checks per the Voucher Summary Report dated February 21, 2020, in the total amount of \$ 757,944.41 consisting of:

- o All regular checks in the amount of \$ 654,232.52, and
- o All prepaid checks (including wire transfers) in the amount of \$ 103,711.89.

JM/MBP

VILLAGE OF GREENPORT PROPOSED 2020 SCOPE OF WORK

PRESENTED BY SUSAN STOHR, SJS ASSOCIATES

This proposal provides for the administrative, logistical and policy support for the Village Administrator regarding Greenport Municipal Utility's efforts to secure the federal construction funding available through the Housing Trust Fund Corporation (HTFC) acting by and through the Governor's Office of Storm Recovery (GOSR) for the development and construction of the Greenport Municipal Utility Microgrid Project (Project), and administrative, logistical and policy support for the Village Administrator regarding the Village of Greenport's efforts to advance the development of the Twin Forks Passenger Ferry Terminal Reconstruction Project and secure federal and state funding for the Ferry project. This proposal also provides for development and implementation of legislative and communications strategies to support the Village of Greenport (Village) in efforts to secure state and federal appropriations funding, grants and external funding to support the Village in its project development, operational and policy objectives.

Greenport Municipal Utility Microgrid Project

- Continuing support for the Village Administrator in ongoing discussions with the Program Manager, Microgrids and other staff of the Governor's Office of Storm Recovery (GOSR) regarding Project development, schedule, the completion of federal forms and other requirements necessary to comply with federal requirements and advance the federal grant funding.
- Participation in bi-weekly conference calls with GOSR staff and the Village Administrator regarding Project status, developments.
- Participation, as necessary, in meetings with GOSR staff regarding the Project.
- Support, if necessary, to secure additional federal funding and/or support timeline extension for HTFC funding guidelines.
- Communication, if necessary, with Congressional members and staff to support Project federal grant funding efforts and/or secure additional grants funding for the Project

Twin Forks Passenger Ferry Terminal Reconstruction Project

- Continuing support for the Village Administrator in ongoing discussions with the New York State Department of Transportation (NYS DOT) and the US Department of Transportation Federal Highway Administration (FHWA) regarding Project development, schedule, the completion of state and federal forms and other requirements necessary to comply with federal requirements and advance the federal grant funding.
- As necessary, participation in meetings and conference calls with NYSDOT, FHWA and other staff and the Village Administrator regarding Project status, developments.
- Support, if necessary, to secure additional federal funding and/or support timeline extension for federal DOT and NYS DOT funding guidelines.
- Continuation of efforts with NYS Congressional offices (Congressman Zeldin, Sens. Schumer and Gillibrand) to confirm, commit NYS Department of Transportation (NYS DOT) repurposed funds for the redesign of the North Ferry Terminal Facility.
- Communication, as necessary, with Congressional members and staff to support Project federal grant funding efforts and/or secure additional grants funding for the Project

Legislative

- Continuation of efforts with NYS Congressional offices (Congressman Zeldin, Sens. Schumer and Gillibrand if necessary) to secure NYS Department of Transportation (NYS DOT) repurposed funds for the redesign of the North Ferry Terminal Facility.
- Work with the relevant Congressional Members and staff in the DC and regional offices (including Sens. Schumer, Gillibrand and Congressman Zeldin) and Members and staff in the NYS Legislative offices (including Sen. LaValle and Assemblyman Palumbo) to identify existing and emerging federal and state funds that may be available to support the Village projects, programs, and objectives.
- Work with the Village Administrator and the relevant Congressional and NYS Legislative offices to develop and implement strategies to secure inclusion of appropriations funding for the Village priorities in the FY 2021 federal and state appropriations processes.
- As appropriate, development/implementation of strategies to advance and support the Village's project and operational funding priorities that may be potentially impacted by existing and emerging Congressional legislation.
- Work to identify additional (non-appropriations) federal and external funding sources (i.e. grants funding opportunities) that may be applicable funding sources for the Village.

Meetings and Communications:

- As appropriate and directed by the Village Administrator, development and implementation of legislative, education and communication strategies to facilitate support for the Village's FY 2021 appropriations/grant funding priorities.
- As appropriate and required, discussions with the relevant Congressional and NYS Legislators/staff, relevant Committee staff to support development of communications and legislative strategies that support and advance the Village's funding initiatives and policy objectives.

SCHEDULE OF FEES

I propose a continuation of the existing contract (expiration December 31, 2020) that provides for not more than 100 hours of consulting services at a fee of \$135 per hour for the term of the contract.

In addition to the professional fee, I would be reimbursed for agreed upon, reasonable and necessary out-of-pocket expenses incurred in connection with my work for the Village.

J.R. Holzmacher P.E., LLC

3555 Veterans Memorial Highway, Suite A, Ronkonkoma, New York 11779-7636

Tel: (631) 234-2220 Fax: (631) 234-2221 e-mail: info@holzmacher.com

February 12, 2020

Paul Pallas, P.E., Village Administrator
Inc. Village of Greenport
234 Sixth Street
Greenport, NY 117

Re: Proposal for Engineering Support for
Miscellaneous Projects – MS4 Annual
Report Preparation

Dear Mr. Pallas:

Thank you for considering J.R. Holzmacher P.E., LLC (JRH) Consulting Engineers to provide this proposal for professional engineering and consulting services, to assist you during efforts to maintain regulatory compliance with the New York State Department of Environmental Conservation (NYSDEC).

This proposal is intended to ensure a mutual understanding of the goals, scope and costs of the engineering tasks detailed below.

SCOPE OF WORK

JRH has assisted the Village in past years during preparation of mapping and reports for administration of the Municipal Separate Storm Sewer System (MS4) general SPDES permit program. We have worked closely in support of village staff in order to reduce the overall costs to the Village. These activities include preparation of an annual report for submission to NYSDEC. This report includes a summary of the compliance activities which took place during the permit year, together with a projection of the planned activities for the coming year.

Our work to prepare the MS4 Annual Report will require input with village staff familiar with the stormwater control activities which took place during the 2019-2020 permit year as well as the range of activities to propose for the next permit year. We recommend that you assign a village staff member to take the role of MS4 Coordinator and we will use this report as a training opportunity for that staff member. The report will be for the plan year from March 10, 2019 to March 9, 2020. We recommend that the draft report be prepared as quickly as possible and then updated to reflect any activities that take place within the next month.

We propose the following for your consideration.

Task I – MS4 Annual Report

We anticipate that the following work will be necessary:

- We will start a file for the draft report and will provide it to your assigned MS4 Coordinator. We will review this document via phone and email to review past and

anticipated future activities to complete the draft report. The goal is for the MS4 Coordinator to become familiar with necessary report contents and compliance activities in the future.

- We will assist the designated MS4 Coordinator to identify information on past village activities performed by other village staff familiar with stormwater control and administration activities during the permit year. This information will be incorporated into the draft report.
- We will review available annual reports for prior years with emphasis on the activities which were proposed to be implemented during future years.
- We will draft the annual report on the fillable forms required for filing with the NYSDEC, and provide them for your review and comment.
- Comments on the draft form will be incorporated into a finished version for your final review.
- The approved final version will be submitted to NYSDEC on your behalf.

Task II – Additional Services

We are available to provide additional services if you so desire. Typical services that may arise as part of this type of project can include some or all of the following, but are not expected to be part of our initial scope of services.

- Field survey work or updating of available record drawings.
- Field work including on-site inspections or sampling of storm drainage flows or outfall pipes.
- Water or soil sample collection and analysis.
- Coordination or negotiations with the NYSDEC, NYSDOH, Town of Southold, or other regulators, to address remedial compliance, to prepare permit applications or other issues.
- Meetings or presentations to regulators or the public.
- Design of stormwater retention ponds, leaching facilities or rain gardens.
- Preparation of databases, figures, plans, displays or additional reports not described in this proposal.

SCHEDULE

Task I – MS4 Annual Report

A draft report will be provided for your review within two weeks of receiving information regarding the activities accomplished during the permit year. Comments on the draft report will be incorporated within 3 business days of receipt.

Task II – Additional Services

Additional services will be rendered as requested with a mutually agreeable schedule.

COST PROPOSAL

It is our practice to quote lump sum costs for project tasks having well defined scopes, and hourly rates when the scope cannot be reasonably defined in advance.

Task I – MS4 Annual Report

Lump Sum \$1,500.

Task II – Additional Services

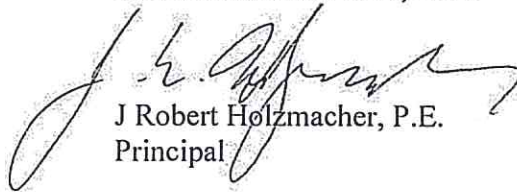
A mutually agreeable budget will be negotiated at the time the scope of any such services is established. A man-hour rate sheet is attached for your reference.

AGREEMENT

A copy of our standard "Terms and Conditions of Service" is enclosed for your consideration. Details of our insurance coverage are described therein. This offer remains valid for ninety days unless extended in writing.

Thank you for the opportunity to propose on this work. You can authorize the work by signing the authorization below or providing and equivalent Board Resolution. Please do not hesitate to call me at ext. 101 or Sarah Caliendo at ext. 121 if you have any questions.

Very truly yours,
J.R. Holzmacher P.E., LLC



J Robert Holzmacher, P.E.
Principal

Accepted by: _____

For: _____ Inc. Village of Greenport _____

Date: _____

Client Contact Phone Number: _____

JRH:j

Encl.

THIRD PARTY CUSTODIAN AGREEMENT
(Collateralized Municipal Deposits)

THIS AGREEMENT, made and executed as of _____ between _____
("Local Government"), Manufacturers and Traders Trust Company ("Bank") and The Bank of New York Mellon
("Custodian").

WITNESSETH

WHEREAS, Local Government desires to maintain or continue to maintain public deposits with the Bank;

WHEREAS, the Bank desires to obtain such deposits and to provide security therefor as required by the General Municipal Law, Banking Law and other applicable statutes;

WHEREAS, the Custodian agrees to provide safekeeping services and to hold any securities pledged by the Bank in a custodial account established for the benefit of the Local Government as secured party pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth hereafter, the parties hereto agree as follows:

1. Security Requirements.

(a) The Bank, to secure the timely payment of Uninsured Deposits heretofore or hereafter made by the Local Government, including any interest due thereon and any costs or expenses incurred by Local Government and arising out of the collection of any deposits made with the Bank, shall provide the Local Government with Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. Whenever Eligible Collateral is provided pursuant to this paragraph, the Bank hereby grants to the Local Government a pledge and security interest in and to such Eligible Collateral and shall deliver such Eligible Collateral to the Custodian in the manner prescribed in Section 2 of this Agreement. The security interest of the Local Government in Eligible Collateral shall terminate upon the transfer of such Eligible Collateral from the Account. Eligible Letters of Credit and Eligible Surety Bonds provided pursuant to this paragraph shall be subject to the prior approval of the Local Government unless the Local Government has approved in writing the form of an Eligible Letter of Credit or Eligible Surety Bond to be issued by a specific entity or the form of such Eligible Letter of Credit or Eligible Surety Bond is attached hereto as an Exhibit.

(b) The Custodian will daily determine the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement (except that the Bank shall provide to the Custodian the Market Value of Eligible Surety Bonds). If the Adjusted Market Value of such Eligible Collateral is less than the Collateral Requirement, the Custodian will so notify the Bank and the Bank shall, upon such notice, be required to provide additional Eligible Collateral having an Adjusted Market Value equal to or greater than such deficiency no later than one Business Day after receipt of such notice. If the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement exceeds the Collateral Requirement, the Custodian, at the direction of the Bank, shall transfer securities from the Account, or in the case of other Eligible Collateral, cause or consent to a reduction in the amount thereof, to the extent of such excess.

(c) The Bank may substitute Eligible Collateral ("Substitute Collateral") for any Eligible Collateral previously provided pursuant to this Agreement so long as the Substitute Collateral has an Adjusted Market Value equal to or greater than the Eligible Collateral which it will replace. The Bank shall give Written or Oral Instructions to the Custodian with respect to any proposed substitution. If the Substitute Collateral described in such Written or Oral Instructions consists exclusively of Eligible Collateral having sufficient Adjusted Market Value, the Custodian, at the direction of the Bank, shall transfer the Eligible Collateral out of the Account against delivery to the Account on the same Business Day of the Substitute Collateral. In the event the Substitute Collateral described in such notice consists of an Eligible Letter of Credit or Eligible Surety Bond, the prior consent of the Local Government shall be required before the Bank or Custodian may complete the substitution described in such notice unless the Local Government has, in writing, previously approved and consented to the form and issuer of the Eligible Letter of Credit and/or Eligible Surety Bond to be provided as Substitute Collateral.

2. Custody of Eligible Collateral

(a) The Bank and Local Government hereby appoint the Custodian as custodian of all Eligible Collateral at any time delivered to the Custodian pursuant to this Agreement. The Custodian hereby accepts appointment as such Custodian and agrees to establish and maintain the Account and appropriate records identifying the Eligible Collateral as pledged by the Bank to the Local Government. Securities in the Account shall be kept separate and apart from the general assets of the Custodian and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or liability of the Custodian or any other person or entity. The Custodian, in performing its duties and responsibilities pursuant to this Agreement, shall act as custodian for, and agent of, the Local Government.

~~(b) The Bank and Local Government agree that Eligible Collateral delivered to the Custodian for deposit-in-the-Account may be in the form of credits to the accounts of Custodian at the Book Entry System or a~~
Depository or by delivery to the Custodian of physical certificates in a form suitable for transfer or with an assignment in blank to the Local Government or Custodian. The Bank and Local Government hereby authorize the Custodian on a continuous and ongoing basis to deposit in the Book Entry System and/or the Depositories all Eligible Collateral that may be deposited therein and to utilize the Book Entry System and/or Depositories and the receipt and delivery of physical Securities or any combination thereof in connection with its performance hereunder. Eligible Collateral credited to the Account and deposited in the Book Entry System or Depositories or other financial intermediaries will be represented in accounts of Custodian that include only assets held by Custodian for its customers, and including but not limited to accounts in which Custodian acts in a fiduciary, agency or representative capacity. Eligible Collateral that is not held in the Book Entry System, Depositories or through another financial intermediary will be held in the Custodian's vault and physically segregated from securities and other non-cash property belonging to the Custodian.

(c) (i) The Custodian shall provide to the Local Government weekly and monthly statements reflecting the activity in the Account. Upon request, the Custodian shall also provide to the Local Government a daily statement on any Business Day on which Eligible Collateral is transferred to or from the Account.

(ii) Local Government agrees that it shall promptly review all statements and shall promptly advise Custodian by Oral or Written Instruction of any error, omission or inaccuracy in such statements. In the event that Custodian receives such a Written or Oral Instruction identifying a specific concern with respect to the Market Value, Adjusted Market Value, or any other matter connected with the Account, Custodian shall undertake to correct any errors, failures or omissions, provided that Custodian determines in its sole discretion that such error, failure or omission actually occurred. Any such corrections shall be reflected on subsequent statements.

(d) The Account shall not be subject to any security interest, lien or any right of set-off by or against the Custodian.

(e) With respect to all Eligible Collateral held in the Account, the Custodian by itself, or through the use of the Book Entry System or the appropriate Depository, shall, unless otherwise instructed to the contrary by the Bank: (i) collect all income and other payments reflecting interest and principal on the Eligible Collateral in the Account and credit such amounts to the account of the Bank; (ii) forward to the Bank copies of all information or documents that it may receive from an issuer of Eligible Collateral which, in the opinion of the Custodian, is intended for the beneficial owner of the Eligible Collateral including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any Eligible Collateral held by the Custodian hereunder; and (v) upon receipt of Written Instructions from the Bank, the Custodian will exchange Eligible Collateral held hereunder for other securities and/or cash in connection with (a) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (b) any exercise, subscription, purchase or other similar rights.

3. Events of Default

In the event the Bank shall fail to pay the Local Government any amount of the Deposits by the Local Government covered by this Agreement in accordance with the terms of such Deposit, or should the Bank fail or suspend active operations, the Deposits in such Bank shall become due and payable immediately and the Local Government shall have the right to unilaterally demand delivery of all Eligible Collateral in the Account by notice to the Custodian and to sell such securities at public or private sale. In the event of such sale, the Local Government, after deducting all legal expenses and other costs, including reasonable attorneys fees, from the proceeds of such sale, shall apply the remainder towards any one or more of the liabilities of the Bank to the Local Government and shall return the surplus, if any, to the Bank.

4. Representation and Warranties

(a) Representations of the Bank. The Bank represents and warrants, which representations and warranties shall be deemed to be continuing, that:

- (1) it is the legal and actual owner, free and clear of all liens and claims, of all Eligible Collateral pledged pursuant to this Agreement;
- (2) this Agreement was executed by an officer of the Bank who was authorized by the Bank's board of directors to do so and will at all times be maintained as an official record of the Bank;
- (3) all securities pledged pursuant to this Agreement are Eligible Collateral;
- (4) the Bank is a banking organization located and authorized to do business in the State of New York;
- (5) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

(b) Representations of the Local Government. The Local Government hereby represents and warrants, which representations and warranties shall be deemed to be continuing, that:

- (1) this Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it and is enforceable against the Local Government in accordance with its terms;
- (2) the appointment of the Custodian has been duly authorized and no other action by the Local Government is required and this Agreement was executed by an officer of the Local Government duly authorized to do so;
- (3) it will not transfer or assign its rights or interests in or with respect to any Eligible Collateral pledged pursuant to this Agreement, except as authorized pursuant to Section 3 of the Agreement;
- (4) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

5. Concerning the Custodian.

(a) The Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss, damage, claim or expense arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by the Book Entry System or any Depository. The Custodian may, with respect to questions of law, apply for and obtain the advice and opinion of counsel and shall be fully protected with respect to anything done or omitted by it in good faith and conformity with such advice or opinion. The Local Government and Bank agree, jointly and severally, to indemnify the Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which the Custodian may sustain or incur or which may be asserted against the Custodian by reason of or as a result of any action taken or omitted by the Custodian in connection with operating under this ~~Agreement except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of the Custodian or any of its employees or duly appointed agents.~~ This indemnity shall be a continuing obligation of the Local Government and Bank notwithstanding the termination of this Agreement.

(b) The Custodian shall not be responsible for, or considered to be the Custodian of, any Eligible Collateral received by it for deposit in the Account until the Custodian actually receives and collects such Eligible Collateral directly or by the final crediting of the Custodian's account on the books of the Book Entry System or the appropriate Depository. The Custodian will be entitled to reverse any credits made on the Local Government's behalf where such credits have been previously made and the Eligible Collateral is not finally collected.

(c) The Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against the Custodian in connection with this Agreement. In no event shall Custodian be liable to Local Government, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement.

(d) The Local Government's authorized officer, upon reasonable notice, shall have access to the Custodian's books and records maintained with respect to the Local Government's interest in the Account during the Custodian's normal business hours. Upon the reasonable request of the Local Government, copies of any such books and records shall be provided by the Custodian to the Local Government or the Local Government's authorized officer at the Local Government's expense.

(e) In performing hereunder, the Custodian may enter into subcontracts, agreements and understandings with third parties (including subsidiaries of The Bank of New York Mellon Corporation), whenever and on such terms and conditions as it deems necessary or appropriate. No such subcontract, agreement or understanding shall discharge the Custodian from its obligations hereunder.

(f) Reliance on Pricing Services. Custodian is authorized to utilize any generally recognized pricing information service (including brokers and dealers of securities) in order to perform its valuation responsibilities hereunder, and the Bank and the Local Government agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

(g) Force Majeure. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service outside of Custodian's reasonable control, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances.

(h) Bank shall pay to Custodian the fees and charges as may be agreed upon from time to time. Local Government shall also reimburse Custodian for out-of-pocket expenses which are a normal incident of the services provided hereunder.

6. Termination

Any of the parties hereto may terminate this Agreement by giving to the other parties a notice in writing specifying the date of such termination, which shall be the earlier of (i) not less than 90 days after the date of giving such notice or (ii) the date on which the Deposits are repaid in full. Such notice shall not affect or terminate the Local Government's security interest in the Eligible Collateral in the Account. Upon termination hereof, the Custodian shall follow such reasonable Written Instructions of the Bank and the Local Government concerning the transfer of custody of Eligible Collateral, collateral records and other items. In the event of a discrepancy between Written Instructions of the Bank and the Local Government, the Custodian shall act pursuant to the Local Government's Written Instructions. Upon the date set forth in the termination notice, this Agreement shall terminate except as otherwise provided herein and all obligations of the parties to each other hereunder shall cease.

7. Miscellaneous.

(a) The Local Government and Bank each agrees to furnish to the Custodian a new Certificate in the event that any present Authorized Person ceases to be an Authorized Person or in the event that any other Authorized Persons are appointed and authorized. Until such new Certificate is received, the Custodian shall be fully protected in acting upon Oral or Written Instructions or signatures of the present Authorized Persons.

(b) Any Written Instructions or other instrument in writing authorized or required by this Agreement shall be given to the Custodian and shall be sufficiently given if sent to the Custodian by regular mail to its offices at One Wall Street, 4th Floor, New York, New York 10286. Attn: BDS – Collateral Manager, or at such other place as the Custodian may from time to time designate in writing.

(c) Any notice or other instrument in writing authorized or required by this Agreement to be given to the Bank shall be sufficiently given if sent to the Bank by regular mail to its offices at One M&T Plaza, Buffalo, New York 14240. attn: Office of General Counsel, or at such other place as the Bank may from time to time designate in writing.

(d) Any notice or other instrument in writing, authorized or required by this Agreement to be given to the Local Government shall be sufficiently given if sent to the Local Government by regular mail to its offices at _____, or at such other offices as the Local Government may from time to time designate in writing.

(e) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

(f) This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties hereto.

(g) This Agreement shall extend to and be binding upon the parties hereto, and their respective successors and assigns; provided however, that this Agreement shall not be assignable by any party without the written consent of the other parties.

(h) This Agreement shall be construed in accordance with the substantive laws of the State of New York, without regard to conflicts of laws principles thereof. Bank, Local Government and Custodian hereby consent to the jurisdiction of a state or federal court situated in New York in connection with any dispute arising hereunder. Bank, Local Government and Custodian hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. Bank, Local Government and Custodian each hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

(i) Waiver of Immunity. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each party irrevocably agrees not to claim, and it hereby waives, such immunity in connection with this Agreement.

8. Definitions.

Whenever used in this Agreement, the following terms shall have the following meanings:

(a) "Account" shall mean the custodial account established with the Custodian for the benefit of the Local Government as secured party in accordance with this Agreement.

(b) "Adjusted Market Value" shall be one hundred percent of Market Value, except that: (1) in the case of Eligible Collateral enumerated in subparagraphs (v), (vi) and (vii) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.9 if such Eligible Collateral is not rated in the highest rating category by at least one Nationally Recognized Statistical Rating Agency, but is so rated in the second highest rating category, and an amount equal to its Market Value multiplied by 0.8 if such Eligible Security is not so rated in one of the two highest categories, but is so rated in the third highest rated category; (2) in the case of Eligible Collateral enumerated in subparagraphs (viii), (x) and (xi) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.8; (3) in the case of Eligible Collateral enumerated in subparagraph (ix) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.7; and (4) in the case of Eligible Letters of Credit, the Adjusted Market Value shall be an amount equal to its Market Value divided by 1.4.

(c) "Authorized Person" shall be any officer of the Local Government or Bank, as the case may be, duly authorized to give Oral Instructions or Written Instructions on behalf of Local Government or Bank, such persons to be designated in a Certificate substantially in the form of Exhibit "C"- attached hereto, as such Exhibit may be amended from time to time.

(d) "Book Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering U.S. Government Securities.

(e) "Business Day" shall mean any day on which the Custodian and the Bank are open for Business and on which the Book Entry System and/or the Depositories are open for business.

(f) "Certificate" shall mean the Certificate attached hereto as Exhibit "C".

(g) "Collateral Requirement" shall mean the amounts required in Exhibit "A" unless the Bank and Local Government agree to a different amount in accordance with this Agreement.

(h) "Depository" shall include the Depository Trust Company, the Participants Trust Company and other securities depositories and clearing agencies (and their successors and nominees) registered with the Securities and Exchange Commission or otherwise regulated by appropriate federal or state agencies as a securities depository or clearing agency.

(i) "Deposits" shall mean all deposits by the Local Government in the Bank that are available for all uses generally permitted by the Bank to the Local Government for actually and finally collected funds under the Bank's account agreement or policies.

(j) "Eligible Collateral" shall mean any securities of the types enumerated in the Schedule of Eligible Collateral attached hereto as Exhibit "B" as such Schedule may be amended by the parties in writing from time to time, Eligible Letters of Credit, and Eligible Surety Bonds.

(k) "Eligible Letter of Credit" shall mean an irrevocable letter of credit issued in favor of the Local Government for a term not to exceed ninety days by either: (1) a bank (other than the Bank) whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of three highest rating categories based on the credit of such bank or holding company by at least one Nationally Recognized Statistical Rating Organization, or (2) a bank (other than the Bank) which is in compliance with applicable Federal minimum risk-based capital requirements.

(l) "Eligible Surety Bond" shall mean a bond executed by an insurance company authorized to do business in the State of New York, the claims paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

(m) "Margin Percentage" shall mean the percentage indicated on Exhibit B attached hereto with respect to particular types of Eligible Collateral.

(n) "Market Value" shall mean, with respect to any Eligible Security held in the Account, the market value of such Eligible Security as made available to the Custodian by a generally recognized source selected by the Custodian plus, if not reflected in the market value, any accrued interest thereon, or, if such source does not make available a market value, the market value shall be as determined by the Custodian in its sole discretion based on information furnished to the Custodian by one or more brokers or dealers; provided however that, if agreed in writing by the parties hereto, the Bank may provide the Custodian with such Market Values. The Market Value of Eligible Letters of Credit and Eligible Surety Bonds shall be the face amount thereof.

(o) "Nationally Recognized Statistical Rating Organization" shall mean Moody's, Standard and Poor's, Fitch, Duff and Phelps, BankWatch and IBCA and in the case of Eligible Surety Bonds, shall also include Bests.

(p) "Oral Instructions" shall mean verbal instructions actually received by the Custodian from an Authorized Person or from a person reasonably believed by the Custodian to be an Authorized Person.

(q) "Substitute Collateral" shall have the meaning set forth in paragraph C of Section I of this Agreement.

(r) "Uninsured Deposits" shall mean that portion of the Local Government's Deposits with the Bank which exceeds the insurance coverage available from the Federal Deposit Insurance Corporation.

(s) "Written Instructions" shall mean written communications actually received by the Bank or the Custodian from an Authorized Person or from a person reasonably believed by the Bank or the Custodian to be an Authorized Person by a computer, telex, telecopier or any other system whereby the receiver of such communications is able to verify by codes or otherwise with a reasonable degree of certainty the identity of the sender of such communication.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, as of the day and year first above written.

[LOCAL GOVERNMENT]

[BANK]

Manufacturers and Traders Trust Company

By: _____

By: _____

Name & Title: _____

Name & Title: _____

Address: _____

Address: _____

Phone: _____ Fax: _____

Phone: _____

Email: _____

Email: _____

Tax ID: _____

THE BANK OF NEW YORK MELLON

By: _____

Title: _____

BNY MELLON # ASSIGNED: _____

colldep4_ro.doc
(7/08)

EXHIBIT A
Collateral Requirement

Collateral Requirement. On any Business Day that the Local Government has Uninsured Deposits in the Bank, the Bank, in accordance with paragraph b of Section 1 of this Agreement, agrees to deliver or cause to be delivered to the Custodian for deposit in the Account, Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. For purposes of this Agreement, Collateral Requirement shall mean the amount of such Uninsured Deposits times the Margin Percentage, if any.

EXHIBIT B
Schedule of Eligible Collateral

<u>Margin %</u>	
<u>102</u>	(i) Obligations issued by the United States of America, an agency thereof or a United States government sponsored corporation or obligations fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation.
<u>102</u>	(ii) Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.
<u>102</u>	(iii) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.
<u>102</u>	(iv) Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.
<u>102</u>	(v) Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
<u>102</u>	(vi) Obligations of Puerto Rico rated in the three highest rating categories by at least one nationally recognized statistical rating organization.
<u>102</u>	(vii) Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in the three highest rating categories by at least one nationally recognized statistical rating organization.
<u>102</u>	(viii) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.
<u>102</u>	(ix) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by Federal bank regulatory agencies.
<u>102</u>	(x) Commercial paper and bankers' acceptances issued by a bank (other than the Bank), rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.
<u>102</u>	(xi) Zero coupon obligations of the United States government marketed as "Treasury strips".

EXHIBIT C
CERTIFICATE OF AUTHORIZED PERSONS
(Local Government - Oral and Written Instructions)

The undersigned hereby certifies that he/she is the duly elected and acting _____ of _____ (the "Local Government"), and further certifies that the following officers or employees of the Local Government have been duly authorized in conformity with the Local Government's _____ to deliver Oral and Written Instructions to The Bank of New York Mellon ("Custodian") pursuant to the Third Party Custodian Agreement between the Local Government, Manufacturers and Traders Trust Company ("the Bank") and Custodian dated _____, and that the signatures appearing opposite their names are true and correct:

_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature

This certificate supersedes any certificate of authorized individuals you may currently have on file.

[seal]

Signature

Name & Title: _____

Date: _____

CERTIFICATE OF AUTHORIZED PERSONS
(Bank - Oral and Written Instructions)

The undersigned hereby certifies that he/she is the duly elected and acting _____ of Manufacturers and Traders Trust Company (the "Bank"), and further certifies that the following officers or employees of the Bank have been duly authorized in conformity with the Bank's Articles of Incorporation and By-Laws to deliver Oral and Written Instructions to The Bank of New York Mellon ("Custodian") pursuant to the Third Party Custodian Agreement between ("the Bank"), _____ ("Local Government") and Custodian dated _____, and that the signatures appearing opposite their names are true and correct:

_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature

This certificate supersedes any certificate of authorized individuals you may currently have on file.

[corporate
seal]

Signature

Name & Title: _____

Date: _____



Reference is made to the Tri-Party Security and Custodial Agreement dated _____ among _____ (“Local Government”), Manufacturers and Traders Trust Company (“M&T Bank”) and The Bank of New York Mellon (“Custodian”) (the “Agreement”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

Please indicate your approval to include the Surety Bonds as Eligible Collateral by signing the three copies of this letter and return them directly your Relationship Manager. Subsequently, this letter will be executed on behalf of M&T Bank and the Custodian and one fully executed copy will be returned to you for your files.

Sincerely,

Local Government Name

Signature _____

Print Name and Title

Telephone Number	Fax Number
------------------	------------

Tax ID #

Signature _____

Print Name and Title

Telephone Number _____

Approved: _____
The Bank of New York Mellon

Date: _____

Local Gov't Account UID:

Portfolio:



Government Banking

Reference is made to the Tri-Party Security and Custodial Agreement dated _____ among _____ ("Local Government"), Manufacturers and Traders Trust Company ("M&T Bank") and The Bank of New York Mellon ("Custodian") (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

Effective immediately, it is the intention of M&T Bank to utilize Eligible Letters of Credit issued by the Federal Home Loan Bank of New York, priced at par, at a margin of 100% (the "Letters of Credit") as Eligible Collateral in accordance with the provisions of Sec. 10 of General Municipal Law of the State of New York. Pursuant to Section 1 of the Agreement, your prior approval is required in order to utilize Letters of Credit as Eligible Collateral. Upon your approval of this letter, Exhibit B "Schedule of Eligible Collateral" will be deemed amended to include such Letters of Credit. All other provisions of the Agreement shall remain in full force and effect.

Please indicate your approval to include the Letters of Credit issued by the Federal Home Loan Bank of New York as Eligible Collateral by signing three copies of this letter and return them directly your Relationship Manager. Subsequently, this letter will be executed on behalf of M&T Bank and the Custodian and one fully executed copy will be returned to you for your files.

Please do not hesitate to contact me if additional information is needed.

Sincerely,

Manufacturers and Traders Trust Company

Local Government Name

Signature

Print Name and Title

Telephone Number

Fax Number

Tax ID #

Address: _____

Signature

Print Name and Title

Telephone Number

Approved: _____ Date: _____
The Bank of New York Mellon

Local Gov't Account UID: _____ CUSIP: _____

Date Prepared: 02/11/2020 04:38 PM

VILLAGE OF GREENPORT

Budget Adjustment Form

GLR4150 1.0

Page 1 of 1

Year: 2020 Period: 2 Trans Type: B2 - Amend Status: Batch
Trans No: 4281 Trans Date: 02/11/2020 User Ref: ROBERT
Requested: P. PALLAS Approved: Created by: ROBERT 02/11/2020
Description: TO FUND THE ENGINEERING SERVICES FOR THE CENTRAL PUMP STATION,
AS PER VBR # 06-2019-24 Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
G 5990	APPROPRIATED FUND BALANCE	89,740.00
G.8130.200	PUMP STATION EQUIPMENT.	89,740.00
Total Amount:		179,480.00

Date Prepared 02/11/2020 12:37 PM

VILLAGE OF GREENPORT

Budget Adjustment Form

GLR4150 1.0

Page 1 of 1

Year: 2020 Period: 2 Trans Type: B2 - Amend Status: Batch
Trans No: 4282 Trans Date: 02/11/2020 User Ref: ROBERT
Requested: A. HUBBARD Approved Created by: ROBERT 02/11/2020
Description: TO APPROPRIATE RESERVES FOR THE FUNDING OF THE PECONIC WET
WELL CLEANING Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	5,300.00
G.8120.401	EQUIPMENT REPAIR.	5,300.00
Total Amount:		10,600.00

Date Prepared: 02/11/2020 12:42 PM

VILLAGE OF GREENPORT

Budget Adjustment Form

GLR4150 1 0

Page 1 of 1

Year: 2020 Period: 2 Trans Type: B2 - Amend Status: Batch
Trans No: 4283 Trans Date: 02/11/2020 User Ref: ROBERT
Requested: A. HUBBARD Approved: Created by: ROBERT 02/11/2020
Description: TO APPROPRIATE RESERVES FOR THE FUNDING OF THE PURCHASE OF THE
WWTP UVLAMP DRIVER BALLASTS AND BULBS
Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	5,000.00
G.8120 401	EQUIPMENT REPAIR.	5,000.00
Total Amount:		10,000.00

Date Prepared: 02/11/2020 12:44 PM

VILLAGE OF GREENPORT

Budget Adjustment Form

GLR4150 1.0

Page 1 of 1

Year: 2020 Period: 2 Trans Type: B2 - Amend Status: Batch
Trans No: 4284 Trans Date: 02/11/2020 User Ref: ROBERT
Requested: A. HUBBARD Approved: Created by: ROBERT 02/11/2020
Description: TO APPROPRIATE RESERVES FOR THE FUNDING OF THE WWTP SEWER
YARD HYDRANT REPLACEMENT Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	1,400.00
G.8130 201	EQUIPMENT / SECONDARY TREATMENT	1,400.00
Total Amount:		2,800.00

Date Prepared: 02/11/2020 12:50 PM

VILLAGE OF GREENPORT

GLR4150 1.0

Page 1 of 1

Budget Adjustment Form

Year:	2020	Period:	2	Trans Type:	B2 - Amend	Status:	Batch
Trans No:	4285	Trans Date:	02/11/2020	User Ref:	ROBERT		
Requested:	A. HUBBARD	Approved:		Created by:	ROBERT		02/11/2020
Description:	TO APPROPRIATE RESERVES FOR THE FUNDING OF THE REPAIR AND MAINTENANCE OF NURSING HOME PUMP # 2					Account # Order:	No
					Print Parent Account:	No	

Account No.	Account Description	Amount
G 5990	APPROPRIATED FUND BALANCE	5,365.00
G 8120 401	EQUIPMENT REPAIR..	5,365.00
Total Amount:		10,730.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2020 Period: 2 Trans Type: B2 - Amend Status: Balch
Trans No: 4286 Trans Date: 02/11/2020 User Ref: ROBERT
Requested: A. HUBBARD Approved: Created by: ROBERT 02/11/2020
Description: TO APPROPRIATE RESERVES TO FUND PROFESSIONAL SERVICES AT THE
WWTP. AS PER RESOLUTION # 01-2017-3 Account # Order No
Print Parent Account: No

Account No.	Account Description	Amount
G 5990	APPROPRIATED FUND BALANCE	5,000.00
G 8110.408	SPECIAL SERVICES	5,000.00
Total Amount:		10,000.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2020 Period: 2 Trans Type: B2 - Amend Status: Batch
Trans No: 4287 Trans Date: 02/11/2020 User Ref: ROBERT
Requested: P PALLAS Approved: Created by: ROBERT 02/11/2020
Description: TO APPROPRIATE RESERVES TO FUND THE CHANGE ORDER TO THE
CONTRACT BETWEEN THE VILLAGE OF GREENPORT AND JOHNSON TREE
COMPANY Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
E.5990	APPROPRIATED FUND BALANCE	7,200.00
E.0761.221	TREE TRIMMING	7,200.00
Total Amount:		14,400.00

Date Prepared: 02/11/2020 01:10 PM

VILLAGE OF GREENPORT

Budget Adjustment Form

GLR4150 1.0

Page 1 of 1

Year: 2020 Period: 2 Trans Type: B2 - Amend Status: Balch
Trans No: 4288 Trans Date: 02/11/2020 User Ref: ROBERT
Requested: D. JACOBS Approved Created by: ROBERT 02/11/2020
Description: TO APPROPRIATE RESERVES TO FUND TRAINING AND LODGING FOR LIGHT PLANT STAFF
Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
E.5990	APPROPRIATED FUND BALANCE	5,900.00
E.0785 210	EMPLOYEE TRAINING	5,900.00
Total Amount:		11,800.00

REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Village of Sherburne; City of Sherrill Power & Light; Village of Solvay and Steuben Rural Electric Cooperative, Inc.

[DWG&P Billing Number: 1506]

Purpose: Represent the views and interests of participating municipal and cooperative electric systems on the New York Independent System Operator (NYISO) market participant committees.

Period Covered by Request: March 1, 2020 – February 28, 2021

Work: Organize, prepare for and participate in the regularly scheduled meetings of the Management Committee and Business Issues Committee, which are usually held monthly, as well as the public power sector meeting and joint MC/Board of Directors meeting. Monitor agendas of NYISO working groups (e.g., Market Issues Working Group) and subcommittees, and participate on issues of significance to NYAPP members, within the stated budget. It is recognized and agreed that litigation before the Federal Energy Regulatory Commission and other agencies and courts, is not included and would be the subject of additional specific work orders. Prepare motions and presentations as needed before the NYISO. Review documents and other materials to be discussed at the meetings. Consult with other parties and consultants on issues presented at the meetings. Prepare written reports on the meetings as requested.

Cost: Not to exceed \$200,000, including all travel expenses, absent written approval from participating members. Fees are billed to individual systems that approve this work order, whether listed above or not, on a ratio based on the number of customer meters, or by such other method as is acceptable to the group.

Approved By: _____

For Municipal or Cooperative System: _____

REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Village of Sherburne; City of Sherrill Power & Light; Village of Solway and Steuben Rural Electric Cooperative, Inc.

DWG&P Billing Number: 1574

Purpose: General representation of the New York Association of Public Power ("NYAPP") for special projects. The NYAPP Executive Committee will determine what items are to be included in this Work Order.

Period Covered by Request: March 1, 2020 - February 28, 2021.

Scope of Work: Inform and advise NYAPP members on matters of general concern that are not included within individual specific work orders

Cost: Not to exceed System's pro rata share of \$100,000 for the period, including all travel expenses, absent written approval from participating systems. Fees are billed to individual systems that approve this work order, whether listed above or not, on a ratio based on the number of customer meters, or by such other method as is acceptable to the group.

Approved By: _____

For Municipal or Cooperative System: _____

**REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.**

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Village of Sherburne; City of Sherrill Power & Light; Village of Solvay and Steuben Rural Electric Cooperative, Inc.

DWG&P Billing Number: 1550

Purpose: Representation at meetings and conference calls of the New York Association of Public Power ("NYAPP").

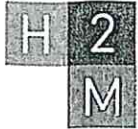
Period Covered by Request: March 1, 2020 - February 28, 2021

Scope of Work: Attend and make presentations at NYAPP member meetings and participate in monthly teleconferences of NYAPP Executive Committee.

Cost: Not to exceed System's pro rate share of \$20,000 in fees for the period, plus expenses, absent written approval from participating systems. Fees are billed to individual systems that approve this work order, whether listed above or not, on a ratio based on the number of customer meters, or by such other method as is acceptable to the group.

Approved By: _____

For Municipal or Cooperative System: _____



architects + engineers

538 Broad Hollow Road, 4th Floor East
Melville, NY 11747 | tel 631.756.8000

January 8, 2020

Mr. Paul J. W. Pallas, P.E., Village Administrator
Inc. Village of Greenport
236 Third Street
Greenport, New York 11944

**Re: Inc. Village of Greenport - Water Department
Proposal – 2019 Annual Water Supply Statement/Consumer Confidence Report
H2M Letter Proposal No.: LP200061**

Dear Mr. Pallas:

For the past 20 years, H2M has assisted the Village of Greenport in preparing the Annual Water Supply Statement as required by the U.S. Environmental Protection Agency, the New York State Health Department and Suffolk County Department of Health Services (SCDHS). H2M is pleased to present this proposal to prepare the combined Annual Water Supply Statement/Consumer Confidence Report and the associated required data.

H2M proposes to provide the following services:

1. Prepare Annual Water Supply Statement/Consumer Confidence Report that summarizes the water quality from the Village's distribution system, and have the Village distribute the statement by May 31, 2020.
2. This year, the State and County is requiring that the results of the New York State Health Department's Source Water Assessment Program (SWAP) for Long Island be included in the report to the public. The report will include general information on the SWAP, as specific information on the Village's wells and potential susceptibility to contamination.
3. Prepare the supplemental data package that summarizes the laboratory test results for every well for 2019. Provide the Village twenty (20) copies of the package that will be made available to the public at Village Hall.
4. Submit Annual Supply Statement and Supplemental Data Package to SCDHS, New York State Health Department and New York State Department of Environmental Conservation.

H2M proposes to provide the above services at lump sum fee of \$2,000.

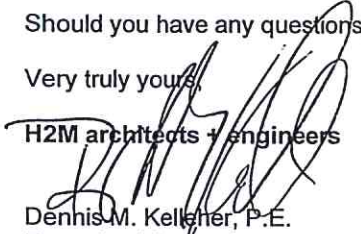
Please note that the USEPA and NYSDOH have changed the regulations for the delivery of the Annual Report. The Village can now utilize electronic delivery by posting the report on the Village's website. This will save the Village on printing and postage for the mailing. You will need to mail a postcard or add a note on the water bills that informs all residents where they can view the Annual Notice.

H2M appreciates the opportunity to continue to provide the Village with consulting engineering services.

Should you have any questions, please contact our office.

Very truly yours,

H2M architects + engineers


Dennis M. Kellner, P.E.
Executive Vice President

DMK:slj

cc: Mayor George Hubbard, Jr.

x:\grpt (inc. village of greenport) - 10470\grpt1950 - retainer\00-correspondence\19.01.04 - hubbard - 2018 awqr proposal.docx

H2M architects + engineers

PROPOSAL STATEMENT

PROPOSAL TO: Inc. Village of Greenport - Water Dept.

DATE: January 8, 2020

PROJECT: Annual Water Supply Statement/Consumer Confidence Report - 2019

The following clauses constitute H2M architects + engineers' terms, hereinafter referred to as H2M, by which H2M agrees to perform services under this proposal. Should the parties agree to modify same, it must be accomplished by the parties by written instrument. On acceptance of the proposal and/or commencement of the work, this proposal statement and the proposal shall constitute the agreement between Client and H2M.

1. **EXTENT OF PROPOSAL STATEMENT:** This statement and the attached proposal represents the entire and integrated proposal statement between Client and H2M and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Client and H2M.

2. **GOVERNING LAW:** Unless otherwise specified within this proposal statement, this statement shall be governed by the law of the principal place of business of H2M.

3. **GENERAL:**

3.1 If a dispute arises out of any of the provisions contained herein, H2M and the Client agree to exercise good faith efforts to resolve the matter fairly, amicably and in a timely manner. If the dispute cannot be settled through discussion, each party agrees to endeavor to settle the dispute through non-binding mediation. The mediation shall be conducted under the auspices of the American Arbitration Association (AAA) and in accordance with the construction industry mediation rules of the AAA. The parties agree to resort to arbitration, litigation or other court proceedings, only in the event mediation efforts fail to resolve the dispute. Regardless of the outcome of the mediation, the costs associated with the mediation, exclusive of attorney fees, expert fees and other costs not related to the actual cost of administering the mediation, shall be borne equally by the parties.

3.2 Neither party shall hold the other responsible for damages or delay in performance caused by Acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

3.3 In the event any provisions of this statement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

3.4 H2M intends to render its services under this agreement in accordance with generally accepted professional practices for the intended use of the project and makes no warranty either expressed or implied.

3.5 Any opinion of the construction cost prepared by H2M represents its judgment as a design professional and is supplied for the general guidance of the Client. Since H2M has no control over the cost of labor and materials,

competitive bidding or market conditions, H2M does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to client.

3.6 H2M has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work, but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.

3.7. Both, the Client and H2M certify that the individual that has executed this statement on their behalf is empowered to execute and bind their respective party to the terms and conditions of this proposal statement.

4. **TERMINATION:** This agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of this agreement by the other party through no fault of the terminating party. If this agreement is terminated, H2M shall be paid for services performed to the termination notice date plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributable to termination plus 15 percent of the total compensation unearned at the time of termination to account for H2M's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

5. **DELEGATION OF DUTIES:** Neither Client nor H2M shall delegate his duties under this agreement without the written consent of the other.

6. **HOURLY RATES OF COMPENSATION:** Where hourly rates of compensation are proposed as the method of payment, it shall be computed as: TOTAL PAYROLL COST plus 1.5 times TOTAL PAYROLL COST as an allowance for overhead and profit for the number of hours that employees are directly employed on the project including travel. TOTAL PAYROLL COST is calculated as the sum of: 1) direct salary charged to the project; and 2) the ratio of the latest fiscal year benefits of all employees (vacations, sick leave, holidays, insurance, taxes, pensions, and other benefits) to all direct salaries; multiplied by direct salary charged to the project. Additional services, when required, will be invoiced at hourly rates of compensation plus reimbursable expenses.

7. REIMBURSABLE EXPENSES: Reimbursable expenses are in addition to compensation to H2M for basic and additional services and include expenditures made by H2M, its employees or consultants in the interest of the project. Reimbursable expenses include but are not limited to:

7.1 Expenses of transportation, subsistence and lodging when traveling in connection with the project.

7.2 Expenses of long distance, toll telephone calls, telegrams, messenger service, faxes, express charges, computer charges, reproduction, and fees paid for securing approval of authorities having jurisdiction over the project.

7.3 Sub-contractor expenses, plus a 10 percent mark-up to cover H2M handling and administration costs.

7.4 When authorized in advance by Client, expense of overtime work requiring higher than normal rates, and expense of preparing perspectives, renderings or models.

8. PAYMENTS TO H2M:

8.1 Progress payments shall be made in proportion to services rendered and as indicated within this proposal and shall be due and owing within thirty (30) days of H2M's submittal of its invoice. Past due amounts owed shall include a charge at the maximum legal rate of interest from the thirtieth (30th) day.

8.2 If Client fails to make payments due H2M, H2M may, after giving seven (7) days written notice to Client, suspend services under this proposal and seek full payment plus interest and all reasonable attorney fees incurred for collection of said fees. If H2M suspends work due to non-payment, H2M will not be responsible for any delays or associated costs incurred by the Client.

8.3 The amount of any sales, excise, value added, gross receipts or any other type of tax that may be imposed by any taxing entity or authority shall be in addition to fees and costs described in the proposal and proposal statement.

8.4 Payment of invoices for services shall not be subject to or contingent upon receipt of payment from third parties, unless otherwise agreed in writing.

8.5 A Cost of Living adjustment shall be made to lump sum or unit price fees, and maximum fees, wherever they appear, if the Consumer Price Index (CPI-U), U.S. City Average, exceeds six (6) percent in any 12-month period commencing with the first day of the month of the date of the proposal. The adjustment shall be calculated based on the percentage increase in CPI-U, from the inception date of the proposal, for the effort completed each month. The adjustment shall be added to the lump sum or unit costs, or to the maximum fee.

9. INSURANCE, INDEMNITY AND LIABILITY:

9.1 H2M INSURANCE: H2M shall acquire and maintain statutory workers compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage and professional liability insurance coverage. Upon request, H2M can provide the Client a certificate of insurance.

9.2 LIMITATION OF PROFESSIONAL LIABILITY: The Client agrees to limit H2M's liability to the Client on the project, due to H2M's professional negligent acts, errors or omissions such that the total aggregate liability of H2M shall not exceed fifty thousand (\$50,000) dollars or H2M's total fee for services rendered on this project, whichever is greater.

9.3 HAZARDOUS WASTE CLAIM (*Definition*): "Hazardous Waste Claim" shall mean any claim arising out of, or based upon, the dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other materials, irritant, contaminant or pollutant, whether such discharge is sudden or gradual.

9.4 LIMITATION OF LIABILITY: Client agrees to bring no claim against H2M either directly or by means of impleader, third party claim or cross claim, in any action relating in whole or in part to any hazardous waste claim as defined in 9.3.

9.5 CLAIM INDEMNIFICATION: In the event H2M is a party to any action arising out of a hazardous waste claim, Client agrees to indemnify H2M to the maximum extent permitted by law, award, judgment or settlement against the H2M provided that such indemnification shall not apply to such portion of the award judgment or settlement unrelated to the hazardous waste claim.

9.6 DEFENSE COST INDEMNIFICATION-CLIENT'S OPTION TO DEFEND:

9.6.1 In the event H2M is a party to any action arising in whole or part out of a hazardous waste claim, Client agrees to indemnify H2M for all costs (including attorneys' fees) incurred by H2M in defending such action.

9.6.2 Client may, at its option, elect to defend H2M in any action described in 9.6.1 provided that Client indemnifies H2M for any judgment, settlement or other payment to any claimant whether or not attributable to the hazardous waste claim portion of such action.

9.7 CONTRACTOR'S INSURANCE: The Client shall require all Contractors and any Subcontractors, prior to the commencement of their work, to submit evidence that they have obtained for the period of the Construction Contract and guarantee period comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a limit of not less than \$1 million for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$3 million for damages arising out of bodily injury, sickness and death of two or more persons in any one occurrence. The property damage portion will provide for a limit of not less than \$500,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse and underground exposures. Included in such coverage will be contractual coverage sufficiently broad to insure the provision of 9.8 "Indemnity." The comprehensive general liability insurance will include as additional named insureds: Client; H2M and each of its officers, agents and employees.

H2M ARCHITECTS + ENGINEERS

PROPOSAL STATEMENT

9.8 INDEMNITY: Client will require that any Contractor or Subcontractors performing work in connection with Drawings and Specifications produced under this agreement to hold harmless, indemnify and defend, Client and H2M, its consultants, and each of its officers, agents and employees from any and all liability claims, losses or damage arising out of, or alleged to arise from, the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Construction Contract documents, but not including liability that may be due to the sole negligence of Client, H2M, its consultants or officers, agents and employees.

10. CLIENT'S RESPONSIBILITIES: Client shall

10.1 Designate in writing a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by H2M, interpret and define Client's policies and render decisions and authorization in writing promptly to prevent unreasonable delay in the progress of H2M services.

10.2 Furnish soils data including but not limited to reports, test borings, test pits, probings, subsurface exploration, soil bearing values, percolation tests, ground corrosion and resistivity test, all with appropriate professional interpretation, as may be required.

10.3 Guarantee full and free access for H2M to enter upon all property required for the performance of H2M services under this agreement.

10.4 Hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs incident thereto, including special application fees for review of project documents.

10.5 Provide H2M with standard bid documents required and advertise for proposals from bidders, open the proposals at the appointed time and place and pay costs incident thereto.

11. NOMINAL/RESIDENT CONSTRUCTION REVIEW SERVICES:

11.1 If requested by Client, or recommended by H2M and approved in writing by Client, H2M shall provide one or more full time resident project

representatives to assist H2M in order to render more extensive representation at the project site during the construction phase. Such resident construction review services shall be paid for by Client as Additional Services as defined within this agreement. The limits of the authority, duties and responsibilities of a resident project representative shall be described before such services begin by written instruments.

11.2 By means of the more extensive on-site observations of the work in progress, H2M will endeavor to provide further protection for Client against defects and deficiencies in the Contractor's work, but the furnishing of such services shall not include construction review of the Contractor's construction means, methods, techniques, sequences or procedures, or of any safety precautions and programs in connection with the work, and H2M shall not be responsible for the Contractor's failure to carry out the work in accordance with the Construction Contract.

11.3 On projects where H2M has been engaged to provide nominal (periodic) or resident construction observation services, H2M will provide these services based on an agreed upon construction observation schedule. If the schedule is extended due to changes/actions of the client, contractor or another party other than H2M, than the fee paid to H2M shall be increased to cover the additional costs incurred or the services under construction observation will be terminated as of that date.

12. OWNERSHIP OF DOCUMENTS: All drawings, specifications and other work product of H2M for the project are instruments of service for this project only and shall remain the property of H2M whether the project is completed or not. Reuse of any of the instruments of service of H2M by Client on extensions of this project or on any other project without the written permission of H2M shall be at Client's risk and Client agrees to defend, indemnify and hold harmless H2M from all claims, damages, and expenses including attorneys' fees arising out of such unauthorized reuse of H2M instruments of service by Client or by others acting through Client. Any reuse or adaptation of H2M instruments of service shall entitle H2M to further compensation in amounts to be agreed upon by Client and H2M.

13. PROPOSAL EXPIRATION: The offer to perform the proposed services described in the cover letter attached herewith is extended for ninety (90) days from the date of said letter. Extensions of this proposal shall be in writing only.

AGREED AND ACCEPTED:

CLIENT: _____

SIGNED BY: _____

TITLE: _____

DATE: _____

H2M architects + engineers

SIGNED BY: _____

TITLE: _____

DATE: _____

Dennis M. Kelleher, P.E.
Executive Vice President

January 8, 2020

BOARD OF TRUSTEES - VILLAGE OF GREENPORT
SEQRA RESOLUTION REGARDING THE AMENDMENT OF CHAPTER 136 (WATER)
OF THE VILLAGE OF GREENPORT CODE

WHEREAS THE Village of Greenport intends to amend Chapter 136 (Water), of the Village of Greenport Code to amend Section 136-3 (Fee Schedule) to reflect increases in the rate for water that is charged by the Suffolk County Water Authority to the Village of Greenport for water; 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 amendment of Chapter 136 (Water) 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 amendment of Chapter 136 (Water), of the Village of Greenport Code to amend Section 136-3 (Fee Schedule) to reflect increases in the rate for water that is charged by the Suffolk County Water Authority to the Village of Greenport for water; and it is further

RESOLVED that the Board of Trustees hereby determines that the amendment of Chapter 136 (Water) of the Village of Greenport Code to amend Section 136-3 (Fee Schedule) to reflect increases in the rate for water that is charged by the Suffolk County Water Authority to the Village of Greenport for water ; it is further

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the amendment of Chapter 136 (Water) to reflect increases in the rate for water that is charged by the Suffolk County Water Authority to the Village of Greenport for water is an Unlisted Action for purposes of SEQRA;

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 the 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: January 24, 2020

LOCAL LAW NO. OF THE YEAR 2020
A LOCAL LAW AMENDING SECTION 136-3 (WATER - FEE SCHEDULE)
AND CHAPTER A156-1 (FEES)
OF THE GREENPORT VILLAGE CODE
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 §136-3 Water -Fee Schedule.

2.2 Amendment to Chapter A-156-1 Fees.

3.0 Severability.

1.1 Title.

This Local Law shall be entitled “Local Law of 2020 Amending Section 136-3 Water-Fee
Schedule of Chapter 136 Water and Chapter A-156-1 - Fees.”

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 2020, a Local Law of the Village of
Greenport.

January 11, 2020

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 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 amend Section 136-3 Fee Schedule and Chapter A-156-1 - Fees to reflect increases in the rate for water that is charged by the Suffolk County Water Authority to the Village for water.

2.0. General Provisions.

2.1. Amendment to Section 136-3 Water - Fee Schedule.

Section 136-3 Water - Fee Schedule of the Greenport Village Code is hereby amended to Read as follows:

§ 136-3. Fee schedule.

- A. Residential, meter size less than two inches, invoiced monthly: minimum charge of \$222.12 per year for each meter or \$18.51 per month. The minimum charge includes 2,000 gallons used monthly. Additional usage between 2,000 and 18,000 gallons shall be billed at the rate of \$3.33 per 1,000 gallons. Usage over 18,000 gallons shall be billed at the rate of \$4.84 per 1,000 gallons.
- B. Commercial, meter size two inches or more, invoiced monthly: minimum charge of \$533.52 per year for each meter or \$44.46 per month. The minimum charge includes 9,000 gallons used monthly. Additional usage between 9,000 and 60,000 gallons shall be billed at the rate of \$3.33 per 1,000 gallons. Usage over 60,000 gallons shall be billed at \$4.84 per 1,000 gallons.

January 11, 2020

2.2 Amendment to Chapter A-156 - Fees

That portion of Chapter 156A Fees that refers to fees for Water shall be amended to read as follows:

Ch. 136, Water - User charges.

Residential, per meter, invoiced monthly, per 2,000 gallons used monthly (meter size less than 2 inches)	Minimum charge \$222.12
	per year for each meter, or \$18.51 per month
Additional usage between 2,000 and 18,000 gallons Over 18,000 gallons	\$3.33 per 1,000 gallons
	\$4.84 per 1,000 gallons
Commercial, per meter invoiced monthly, per 9,000 gallons used monthly (meter size of 2 inches or more)	Minimum charge \$442.80
	per year for each meter, or \$36.90 per month
Additional usage between 9,000 and 60,000 gallons Over 60,000 gallons	\$2.76 per 1,000 gallons
	\$4.02 per 1,000 gallons

3.0. Severability

In the event that one or more sections of this law shall be deemed to be void or invalid, the remaining sections of this law shall remain in full force and effect.

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING THE WETLANDS PERMIT APPLICATION
OF APPLICANT ROBERT E. HERMANN OF EN-CONSULTANTS ON BEHALF OF PIPES COVE MANAGEMENT
ASSOCIATION

WHEREAS an application for a wetlands permit approval was filed by applicant Robert E. Hermann of En-Consultants on behalf of Pipes Cove Management Association 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 ore 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: January 24, 2020

ENV-0 8 2019

**PROJECT DESCRIPTION
FOR
PIPES COVE MANAGEMENT ASSOCIATION
6th STREET
GREENPORT, NY
SCTM #1001-7-1-16.6**

Construct ± 40 lf of vinyl bulkhead in place of timber bulkhead to be removed (Section A1), and construct new easterly $\pm 20'$ vinyl bulkhead return; construct ± 68 lf of vinyl bulkhead in place of existing timber bulkhead to be removed, immediately seaward of existing steel sheathing to remain (Sections A2 & A3); excavate and dredge (to a max. depth of -6' MLW) a 6' x 117' area behind existing ± 123 lf of timber and steel bulkhead to be removed, and construct (6' landward of bulkhead to be removed) ± 28 lf of vinyl bulkhead (Section B1) with a ± 6 lf seaward return (to connect Section B1 to Section A3), ± 52 lf of low-sill vinyl bulkhead elevated ± 3.1 feet lower (Section C), and ± 37 lf of vinyl bulkhead (Section B2), and use approximately 253 cy of excavated upland soil/dredged spoil as backfill; lower existing grade up to 3.1 feet behind low-sill bulkhead by excavating approx. 100 cy of upland soil material and constructing $\pm 21'$, $\pm 52'$ and $\pm 21'$ sections of vinyl retaining wall to form a $\pm 21' \times \pm 52'$ area landward of new low-sill bulkhead to be planted with approx. 832 sf of vegetated tidal marsh (± 312 sf IM and ± 520 sf HM) and approx. 260 sf of native buffer vegetation; construct ± 120 lf of vinyl bulkhead in place of existing timber bulkhead to be removed, immediately seaward of existing steel sheathing to remain (Section D); construct ± 42 lf of vinyl bulkhead in place of (and up to 1.35' higher than) existing timber bulkhead to be removed (Section E); construct 3' x 15' ramp and 5' x 25' floating dock secured by (3) 8"-diameter pilings in place of existing 3.5' x 30' fixed dock to be removed; construct ± 51 lf of vinyl bulkhead within 33" of (and up to 1.3' higher than) existing timber bulkhead to remain (Sections F1 & F2); construct ± 133 lf of vinyl bulkhead (located within Village jurisdiction) within 18" of (and up to 2.1' higher than) existing timber bulkhead to remain (Section G); protect and repair (in-kind/in-place) as needed approximately 125 lf of existing concrete retaining wall (located within Village jurisdiction) landward of bulkhead; reconstruct existing 77 sf concrete staircase; remove and replace approximately 1,560 sf of existing brick walk with 12' wide pervious crushed bluestone drainage buffer; relocate existing 5' x 35' floating dock to be secured with (3) 8"-diameter piles; incidentally dredge 10' wide, approx. 1,360 sf area to a max. depth of -6' MLW to recover lost upland soils; and use approximately 52 cy dredge spoil and approximately 91 cy of additional on-site excavation soils as backfill within Village jurisdiction, all as depicted and described on the site plan prepared by L.K. McLean Associates, P.C., dated October 2019.

AGREEMENT, made this day of 2020 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 **James D. Schott, with a mailing address of P O Box 325, Greenport, New York 11944** (the "Contractor").

WITNESSETH: That for and in consideration of the premises 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 labor, and furnish all the materials, equipment, tools, and implements required to perform and complete the contract work, and will faithfully perform and complete in a satisfactory manner the entire work of the project for the Village of Greenport as described and in accordance with the specifications provided by the Village of Greenport for providing TECHNICAL SOUND SERVICES to the Village of Greenport exclusively, for the musical performance schedule for the 2020 Dances in the Park program for the following nine (9) performances:

July 6, 2020 – That Motown Band
July 13, 2020 – The Vendettas
July 20, 2020 – Just Sixties
July 27, 2020 – Swingtime Big Band
August 3, 2020 – Cravin Band
August 10, 2020 – Southbound
August 17, 2020 – Gene Casey and the Lone Sharks
August 24, 2020 – No Request Band
August 31, 2020 – Winston Irie

The stage area shall be in Mitchell Park, Greenport, NY. TECHNICAL SOUND SERVICES shall include: one engineer; erection and disassembly of all sound systems during the event. Contractor shall load-in and set-up with sufficient time for the performance to promptly start at 7:30 pm and is not to exceed 9:30 pm local time. Additional times for delivery and pick-up of stationary equipment will be determined and coordinated with the Village of Greenport.

2. In consideration of the Contractor satisfactorily performing this Contract the Village of Greenport shall pay for the above nine (9) performances that evening by individual checks to the Contractor at Four-Hundred Dollars (\$ 400.00); each for a grand total amount of Three Thousand Six Hundred Dollars (\$3,600.00); with one of the Four Hundred (\$ 400.00) payments to be made at the conclusion of each event and at the receipt of individual invoices for each performance date, in accordance with the terms of this agreement.

3. The Contractor shall not assign or subcontract this Contract or any part thereof without the prior written consent of the Village.

4. The Contractor will execute and provide release of liens and guarantees of payment of any suppliers or subcontractors prior to final payment.

5. The Contractor 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.

6. The Contractor acknowledges that this Contract and the Contract Work is a public improvement project and subject to prevailing wage requirements as set forth in the New York State Labor Law and that the Contractor shall comply with all provisions of the New York State Labor Law applicable to public construction and improvement projects. The Contractor shall insure that the Contractor and Contractor's subcontractors, if any, pay their laborers in compliance with the prevailing wage rate schedule published by the Department of Labor, as the same may be amended during the course of this project, and that the Contractor and the Contractor's Subcontractors shall file with the Village transcripts of their payrolls, subscribed, and affirmed under the penalty of perjury, in accordance with Section 220 of the Labor Law with any request for payment by the Village to the Contractor. Contractor may provide the Village of Greenport with an affidavit in suitable form attesting that the Contractor entity is a sole proprietorship and not subject to the prevailing wage requirements for that reason.

7. The Contractor shall procure and maintain, at its own expense, and without any contract expense to the Village, until final acceptance by the Village of the work and terms covered by the Contract, insurance for damages imposed by law, of the kinds and in amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under the Contract. All insurance provided herein shall name the Village of Greenport as additional insured and the Contractor shall provide insurance coverage as follows:

a. Workman's Compensation in accordance with the laws of the State of New York, covering the Contractor and its Subcontractors for all operations under the Contract, whether performed by the Contractor or by the Contractor's Subcontractors. This insurance may be evidenced by a certified copy of the policy or a certificate of insurance in a form that is acceptable to the Village.

b. New York State Disability insurance in accordance with the laws of the State of New York covering the Contractor, its Subcontractors for all operations under the Contract whether performed by the Contractors or by its Subcontractors. This insurance may be evidenced by a certified copy of the policy, or a certificate of insurance in a form that is acceptable to the Village.

c. Liability and Property Damage Insurance Unless otherwise specifically required by the detailed Specifications, Liability and property damage insurance on all policies shall have limits of not less than:

Bodily injury each occurrence: \$ 250,000 Aggregate \$ 500,000
Liability property each occurrence: \$ 1,000,000 Aggregate \$ 1,000,000
General Liability Insurance each occurrence: \$1,000,000 Aggregate \$2,000,000

d. Certificates and policies shall provide that coverage may not be canceled or changed without thirty (30) days prior notice to the Village. The Contractor shall be responsible for protection against vandalism, theft or malicious mischief of all of the Contractor's work, materials and equipment at all times from the start to the completion of the work the Village will not have any responsibility for or be under any obligation to reimburse any Subcontractor for any losses which may be due to vandalism, theft or malicious mischief.

8. The Contractor acknowledges that the Contractor is a vendor only and this Contract does not establish any employer / employee relationship between the Village and the Contractor or any of the Contractor's employees.

9. 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.

10. Payment shall be made on the completion and acceptance of the contract work, and the submission by Contractor of the required documentation, including but not limited to any release of lien and guarantees of suppliers if required by the Village, and sworn payrolls if and as required by the New York State Labor Law.

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

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

VILLAGE OF GREENPORT

CONTRACTOR

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

BY _____

(SEAL)

TITLE _____
(CORPORATE SEAL)

I _____, being duly sworn upon oath do depose and say:

That I am an independent contractor and am self-employed as a Contractor and do not currently employ others to perform a service for hire.

Date

Signature

Subscribed and sworn to me before me

This _____ day of _____, 2020

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____)

_____)ss:
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 executed the foregoing instrument and acknowledged that he executed the same.

(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

BOARD OF TRUSTEES

VILLAGE OF GREENPORT

RESOLUTION AUTHORIZING THE ABANDONMENT OF A PORTION OF
JOHNSON COURT IN THE VILLAGE OF GREENPORT

WHEREAS the Board of Trustees of the Village of Greenport on May 26, 2016 adopted a resolution approving the transfer of the property 324 Johnson Court (the "Habitat property") to the Habitat for Humanity for the purpose of developing low income housing; and

WHEREAS the 35 foot portion of Johnson Court that is described by Schedule A hereto (the "Abandoned Property"), that is located in front of and adjacent to the Habitat Property exists as a paper street in the Village of Greenport, only, consisting of the last 35 feet of the westerly terminus of Johnson Court has never been opened, improved, or used for public access to any other street or property, and;

WHEREAS the owner on both sides of the Abandoned Property consisting of the last 35 feet of the western terminus of Johnson Court is the Village of Greenport, and no other party, and;

WHEREAS the 35 foot portion of Johnson Court comprising the Abandoned Property as indicated as "to be abandoned" on a survey entitled Survey of Property at the Village of Greenport dated September 19, 2017 by Peconic Surveyors (Schedule B) has not been opened and worked within six years from the time that it was laid out and is not used and is not necessary for any municipal or public purpose and shall cease to be a public road because it has not been opened; and

WHEREAS the Abandoned Property as described on Schedule A hereto is thus deemed and declared to be abandoned by the Board of Trustees pursuant to Section 6-612 of the New York State Village Law; and

WHEREAS the Board of Trustees determined by resolution dated November 17, 2017 that the abandonment of the Abandoned Property is an unlisted action that will not have a significant negative impact on one or more aspects of the environment; it is therefore;

RESOLVED that the Village of Greenport hereby abandons the property consisting of a portion of 324 Johnson Court being the last 35 feet of Johnson Court and the portion of Johnson Court that is adjacent to the Habitat Property as indicated on the aforementioned survey annexed as Schedule B, and authorizes the Mayor, the Village Clerk and the Village Attorney to prepare, execute and record such documents as are required to complete this abandonment.

Upon motion of Trustee _____ seconded by Trustee _____,

Who moved this Resolution to adoption. The resolution is carried upon roll call as follows:

Trustee Clarke: _____

Trustee Martilotta: _____

Trustee Robins: _____

Trustee Phillips: _____

Mayor Hubbard: _____

SCHEDULE A

SUGGESTED DESCRIPTION OF A PORTION OF JOHNSON COURT TO BE ABANDONED

AT GREENPORT

SCTM#P/O 1001-02-04-01

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND BEING ON A PORTION OF JOHNSON COURT, SITUATE, LYING AND BEING IN GREENPORT, TOWN OF SOUTHOLD, COUNTY OF SUFFOLK AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE NORTHERLY SIDE OF JOHNSON COURT DISTANT WESTERLY 240.00 FEET FROM THE INTERSECTION OF THE WESTERLY SIDE OF 3RD STREET (AKA RAILROAD AVENUE) AND THE NORTHERLY SIDE OF JOHNSON COURT;

RUNNING THENCE FROM SAID POINT AND PLACE OF BEGINNING IN A SOUTHERLY DIRECTION THROUGH JOHNSON COURT SOUTH 6 DEGREES 50 MINUTES 00 SECONDS EAST A DISTANCE OF 33.00 FEET TO A POINT AND THE SOUTHERLY SIDE OF JOHNSON COURT AND LANDS NOW OR FORMERLY OF VILLAGE OF GREENPORT;

THENCE ALONG LANDS NOW OR FORMERLY OF VILLAGE OF GREENPORT SOUTH 83 DEGREES 10 MINUTES 00 SECONDS WEST A DISTANCE OF 35.00 FEET OTHER LANDS NOW OR FORMERLY OF THE VILLAGE OF GREENPORT;

THENCE ALONG LANDS NOW OR FORMERLY OF THE VILLAGE OF GREENPORT NORTH 6 DEGREES 50 MINUTES 00 SECONDS WEST A DISTANCE OF 33.00 FEET TO A POINT

THENCE NORTH 83 DEGREES 10 MINUTES 00 SECONDS EAST A DISTANCE OF 35.00 FEET TO THE POINT AND PLACE OF BEGINNING.



SURVEY OF PROPERTY
AT THE VILLAGE OF
GREENPORT
TOWN OF SOUTHBOLD
SUFFOLK COUNTY, N.Y.
 1001-02-04-01
 SCALE: 1"= 20'
 SEPTEMBER 19, 2017

SCHEDULE B

3rd STREET (RAILROAD AVE)

WEBB STREET

JOHNSON ASPHALT COURT

CONCRETE LSP

DIRT

NOIF
CORDICE SMITH
EDDIE SMITH
RUSSELL SMITH

2 STY. FR. HOUSE

1 STY. FR. HOUSE

AREA 2.766 50FT.

TO BE ABANDONED AREA 1.155 50FT.

VILLAGE OF GREENPORT

WETLANDS

ANY ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 1703 OF THE VEHICULAR AND TRAIL CERTIFICATION ACT AND IS NOT VALID FOR THIS MAP AND COPIES THEREOF ONLY IF SAID MAP OR COPIES BEAR THE IMPRESSED SEAL OF THE SURVEYOR WHOSE SIGNATURE APPEARS HEREIN

John Mc...
 NYS. LIC. NO. 49515
PECONIC SURVEYORS, P.C.
 16311 765-5020 FAX 16311 765-1797
 P.O. BOX 909
 1230 TRAVELER STREET
 SOUTHBOLD, N.Y. 11971
17-105